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FRAMEWORK AGREEMENT

CSPPA on behalf of the professional CS:GO players which are member of the CSPPA (the "**Players**"), ESL, DreamHack and the CS:GO teams which are partner teams under the Louvre Agreement (the "**Partner Teams**") have entered into a partnership with respect to the ESL Pro Tour events.

The partnership is evidenced by a framework agreement (the "**Framework Agreement**").

The purpose of the Framework Agreement is to (i) improve the working conditions for professional CS:GO players (ii) promote the success of the ESL Pro Tour events and the business of ESL, DreamHack and the Partner Teams with respect to the ESL Pro Tour events and (iii) promote the growth of professional CS:GO worldwide.

The key terms of the Framework Agreement are summarized below.

§ 1
Player Compensation

- a) The Players receives via their respective Partner Teams a percentage equal to 15% of any applicable percentage that the Partner Teams are entitled to under the Louvre Agreement subject only to certain specified and contractually defined tax deductions. Any such payments are on top of salaries and prize money to Players and are protected by certain annual minimum guarantees provided by ESL and DreamHack.
- b) ESL and Dreamhack provide an annual prize pool of at least \$4,750,000 for the ESL Pro Tour events. ESL also commits to using best efforts to keep the Intel Grand Slam or a similar initiative with a prize pool of \$1,000,000 running for the foreseeable future.
- c) ESL and CSPPA have entered into a separate commercial agreement under Danish law pursuant to CSPPA receives certain funding from ESL to, amongst others, establish an education programme for the Players in consideration for CSPPA providing a right for ESL and DreamHack to use certain collective intellectual property rights of the players' held by the CSPPA in connection with the broadcasting and marketing of the ESL Pro Tour events.

§ 2
Player Influence

- a) The Players exert influence with respect to the ESL Pro Tour events via a player council which is made up by one player representative of each Partner Team as appointed by the CSPPA ("**Player Council**"). The members of the Player Council appoint one chairman of the Player Council (the "**Player Council Chairman**").
- b) The Player Council Chairman can issue motions to the Members' Meeting (which must have been resolved by a resolution of the Player Council) and can consult in the name of the Player Council with the Executive Board and the Commissioner.
- c) CSPPA and/or the Player Council have certain approval, consultation and/or co-determination rights with respect to the ESL Pro Tour events, including:
 - a. changes/waivers to any code of conduct, rulebooks, transfer regulations, integrity rules, sanctions regulations in respect of a ESL Pro Tour events which affect Players;
 - b. locating ESL Pro Tour events in certain countries;
 - c. changes to infrastructure, decoration and features of studios and venues of ESL Pro Tour events which affect Participating Players;
 - d. changes/updates with respect to the CS:GO gameplay used ESL Pro Tour events;
 - e. matters relating to human rights or religious beliefs; and
 - f. changes affecting the player compensation and the distribution thereof.
- d) CSPPA may appoint one member of the CSPPA management to act as an observer with respect to Members' Meetings and meetings of the Executive Board (the "**CSPPA Observer**") (in each case, without any voting power and subject to the CSPPA Observer being excused from meetings in respect of certain matters).

§ 3

Scheduling of ESL Pro Tour events

- a) CSPPA, ESL and DreamHack collaborates on long term scheduling of ESL Pro Tour Events and player breaks (including any changes thereto) with a view to:
 - a. Ensure that ESL Pro Tour Events do not overlap or otherwise interfere with player breaks or majors/minors;
 - b. Avoid that ESL Pro Tour Events do not overlap with or are not separated other CS:GO events by at least two rest-days (e.g. day where a Player has no material commitment with respect to an event whether it being play, travel, media or other material commitments); or
 - c. Avoid other material issues with respect to the scheduling and location of ESL Pro Tour Events (in the opinion of the Players).
- b) A player break in respect of a new calendar year ("**New Calendar Year**") must be announced by CSPPA no later than 30 November of the calendar year starting two calendar years before such New Calendar Year. Such announcement shall be subject to CSPPA having first consulted in good faith with ESL and DreamHack with a view to designating the start and end dates of such player break to accommodate for a reasonable scheduling of events before or after such player break.
- c) CSPPA recognizes that each of ESL and DreamHack schedules ESL Pro Tour Events in its sole and absolute discretion.

§ 4
Regulations

- a) CSPPA, ESL and DreamHack have agreed on certain event minimum standards which apply to the ESL Pro Tour events (attached hereto as Annex 1).
- b) CSPPA, ESL, DreamHack and the Partner Teams have agreed to collaborate on:
 - a. a Transfer Regulation;
 - b. a Player Code of Conduct;
 - c. certain Player Contract Minimum Standards; and
 - d. an Arbitration Regulation in respect of disputes between Players and their respective organisations.
- c) CSPPA, ESL, DreamHack and the Partner Teams have agreed that each of the above regulations shall be subject to an annual review with a view to update the regulations on the basis of developments and/or issues in the CS:GO ecosystem.

§ 5
Recognition

- e) ESL, DreamHack and the Partner Teams recognise CSPPA as a worldwide association representing the interests of professional CS:GO players which are members of CSPPA.