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CSPPA FRAMEWORK AGREEMENT FLASHPOINT

CSPPA on behalf of the professional CS:GO players which are member of the CSPPA (the "**Players**") and B-Site on its own behalf and on behalf of each CS:GO team co-owning B-Site (the "**Partner Teams**") have entered into a partnership with respect to the Flashpoint League.

The partnership is evidenced by a Danish law term sheet evidencing the terms and conditions of 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 Flashpoint League and the business of B-Site and the Partner Teams with respect to the Flashpoint League and (iii) promote the growth of professional CS:GO worldwide.

The key terms of the Framework Agreement are summarized below.

**§ 1
Player Compensation**

- a) As compensation for participating in the Flashpoint League, the Players receive via their respective Partner Team an annual payment of a certain percentage of the Net Revenues of the Flashpoint League subject to certain agreed and contractually defined deductions. Such payment is protected by the annual minimum guarantees provided by B-Site in the amounts set out in the table below.

Column 1	Column 2
League Year	Amount
2020	\$ 457,500.00 (four hundred fifty-seven thousand five hundred)
2021	\$ 472,500.00 (four hundred seventy-two thousand five hundred)
2022	\$ 502,500.00 (five hundred two thousand five hundred)

- b) B-Site makes the following annual prize pool available to Players participating in the Flashpoint League:

Column 1	Column 2
League Year	Amount
2020	\$ 2,000,000.00 (two million)
2021	\$ 2,000,000.00 (two million)
2022	\$ 2,000,000.00 (two million)

- c) B-Site has committed to pay an annual insurance contribution of \$ 1,000 per Player participating in the Flashpoint League to an insurance provider designated by CSPPA in respect of a career ending insurance for the Players under a joint insurance scheme established by CSPPA with such insurance provider.
- d) B-Site and CSPPA have entered into a separate commercial agreement under Danish law pursuant to CSPPA receives certain funding from B-Site to be used by the CSPPA to further and protect the interests of professional CS:GO players in accordance with the articles of association of the CSPPA in consideration for CSPPA providing a right for B-Site to use certain collective intellectual property rights of the players' held by the CSPPA in connection with the broadcasting and marketing of the Flashpoint League.

**§ 2
Player Influence**

- a) The Flashpoint League is governed by a league board of governors consisting of a total 5 (five) members (the "**League Board of Governors**") made up by 2 (two) Players participating in the Flashpoint League as elected by the CSPPA, 2 (two) representatives of the Partner Teams and 1 (one) commissioner.
- b) CSPPA and/or the CSPPA representatives shall have certain approval, consultation and/or co-determination rights with respect to the Flashpoint League, including:
 - a. locating a tournament of the Flashpoint League in a location in respect of which the participating Players have substantiated security concerns,
 - b. changes to or material waivers/consents in respect of a rule under a rulebook applicable to a tournament of the Flashpoint League which affect participating Players,
 - c. changes to or material waivers/consents in respect of a transfer regulation applicable to a tournament of the Flashpoint League,
 - d. changes to or material waivers/consents in respect of integrity rules or regulations which affect participating Players,
 - e. any material change or update with respect to the CS:GO gameplay for a tournament of the Flashpoint League other than changes or updated required by Valve,
 - f. changes to or material waivers in respect of a sanctions regulation which affect participating Players,
 - g. changes to or material waivers/consents in respect of player code of conducts which affect participating Players,
 - h. material changes to the format of tournament of the Flashpoint League (as it was agreed at the date of the Framework Agreement) which affect participating Players,
 - i. any material change or update with respect to the distribution of the prize pool amongst participating CS:GO teams,
 - j. any direct agreement between B-Site and a participating Player,
 - k. material matters relating to human rights or religious beliefs which affect participating Players; and/or

- l. material changes to infrastructure, decoration and features of studios and venues of tournament of the Flashpoint League which affect Participating Players.
- c) To safeguard the Player influence, B-Site shall (subject to making certain agreed redactions for purposes of protecting commercial confidentiality and competitive integrity etc.):
- a. written notice to CSPPA of any meeting of the League Board of Governors no later than at the same date as any other member of such League Board of Governors is provided notice of such meeting,
 - b. provide to CSPPA the same information in respect of any meeting of the League Board of Governors as any other member of the League Board of Governors is entitled to receive (including without limitation any notices in respect of the meeting, agendas, reporting packs etc.) no later than at the date that any other member of such League Board of Governors is provided with such information,
 - c. no later than 15 (fifteen) calendar days after the date of a meeting of the League Board of Governors, send a written copy of the minutes of the League Board of Governors (such minutes to be identical to the minutes send to any other member of the League Board of Governors), and
 - d. represent and undertake in favour of CSPPA that all material decisions in respect of the League are taken in such meetings and any material discussions in respect thereof are made in such meetings.
 - e. provide certified confirmations in respect of the Player Compensation and allow for CSPPA to inspect its accounting records on the same terms and conditions as the same right of the Partner Teams.

§ 3

Scheduling of tournaments of the Flashpoint League

- a) CSPPA and B-Site collaborate on long term scheduling of the Flashpoint League and player breaks (including any changes thereto) with a view to:
 - a. Ensure that tournaments of the Flashpoint League do not overlap or otherwise interfere with player breaks or majors/minors;
 - b. Avoid that tournaments of the Flashpoint League do not overlap with or are not separated other CS:GO events by at least 2 (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 tournaments of the Flashpoint League (in the opinion of the Players).
- b) A player break in respect of a new calendar year ("**New Calendar Year**") is 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 B-Site 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 B-Site schedules tournaments of the Flashpoint League in its sole and absolute discretion.

**§ 4
Regulations**

- a) CSPPA and B-Site have agreed on certain event minimum standards which apply to the tournaments of the Flashpoint League (attached hereto as Annex 1).
- b) CSPPA, the Partner Teams and B-Site have agreed on certain player contract standards which apply to the tournaments of the Flashpoint League (attached hereto as Annex 2).
- c) CSPPA, B-Site and the Partner Teams have agreed to collaborate on:
 - a. a Transfer Regulation,
 - b. a Player Code of Conduct, and
 - c. an Arbitration Regulation in respect of disputes between Players and their respective organisations.

Prepared for information purposes only for and on behalf of the CSPPA and the CSPPA members by:
Jakob Rydahl of Kromann Reumert's Esport Practice as Danish legal counsel to CSPPA



Annex 1 - Event Minimum Standards

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Annex 2 - Player Contract Minimum Standards