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THIS SPONSORSHIP AGREEMENT ("Agreement") is made and entered into as of _____, 2019 (the "Effective Date"), by and between Tolva League ("TL"), and _____ ("Sponsor"), collectively referred to as "the Parties." The terms of this Agreement shall govern the rights of the Parties in connection with the following Tournament Series:

Sponsorship Length / Commitment: _____

Contract Start date: _____ **Contract Expiration and Renewal date:** _____

Sponsor Website: _____

1. SPONSORSHIP TERMS -

(Shipping agreement will be addressed separately in the Special Reference Section)

TL offers the Sponsor advertising exposure and promotional activity centered around the sponsors product shared with their audiences through specific channels including Facebook, Instagram, and Twitter as well as targeted emails, Press Releases, web site traffic, any Twitch Broadcasting, plus inclusion in signage at all promotional events represented by TL (ie: E3, TwitchCon, Comic Con, Public Tournaments, & Outreach Programs) as well as the live event Final Rounds of competition planned for the Hyper X eSports Arena at the Luxor in Las Vegas.

Sponsors will provide TL with a supply of product to be used for influencer promotions, publicity events, and marketing efforts as well as prize packages for competition winners. The volume of product supplied is variable by sponsor, the details of which will be identified in attachment A to this contract.

At least one single prize package each month will be provided to the winning team in the assigned qualifying round competition.



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Sponsor authorizes TL to create video formatted product review(s) and upon approval by Sponsor TL will publicize the review within all aspects of the platform as described above.

2. Authority. Sponsor represents and warrants that Sponsor has full right, power, authority, and capacity to execute this Agreement, to perform Sponsor's obligations hereunder, and to enter into the transactions contemplated hereby. The execution, delivery and performance of this Agreement is not prohibited by, and will not be in violation of, any law, agreement, instrument, and/or rules and/or regulations to which Sponsor is bound.

3. Confidentiality. The Parties' shall protect all confidential information regarding this Agreement and the Tournament as follows:

Protection of Confidential Information.

- a. Hold the confidential information in strict confidence and not disclose or cause or permit the disclosure of the confidential information, except as required by law or as permitted under this Agreement or with the prior written consent of the discloser; and**
- b. Do anything reasonably required by the discloser to restrain a breach of confidentiality by any person.**

Permitted Use and Disclosure.

- c. Use the confidential information for a purpose necessary for exercising its rights or performing its obligations under this Agreement or as required by law; and**
- d. Allow access to the confidential information to the Parties' employees, directors or professional advisers who have a genuine need to know that confidential information.**

4. Termination.

Mutual Termination Events for Default.

Either Party may immediately terminate this Agreement by written notice if:

- a. One party breaches a material term of this Agreement; and**
 - (i) It cannot be remedied; or**
 - (ii) If capable of being remedied, such breach is not remedied within 14 business days of a written request by the other party to remedy that failure;**
- b. It becomes illegal for one party to perform any of its material obligations under this Agreement;**



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- c. **An Insolvency Event occurs in relation to either party; or**
- d. **Any warranty, representation or statement by either party is or becomes false or incorrect when made or regarded as made.**

TL Grounds for Termination for Default.

TL may immediately terminate this Agreement by written notice to Sponsor if:

- e. **TL's name is, in the reasonable opinion of TL, brought into disrepute by Sponsor or by being associated with Sponsor. Upon termination of this Agreement by TL, Sponsor shall forfeit any monies already paid in Sponsorship Monies and all rights referred to herein.**

Sponsor Grounds for Termination for Default.

Sponsor may immediately terminate this Agreement by written notice to TL if:

- f. **Sponsor's name is, in the reasonable opinion of Sponsor, brought into disrepute by TL or by being associated with TL. Upon termination of this Agreement by Sponsor, Sponsor shall forfeit any monies already paid in Sponsorship Monies and all rights referred to herein.**

5. Entire Agreement. This Agreement constitutes the entire and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter set forth herein.

6. No Waiver. The failure of either Party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as afterwards waiving any terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

7. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California or in any federal court sitting therein and each consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon it by mail at the addresses specified herein.

8. Amendments. This Agreement shall not be modified or amended except by an instrument in writing and executed by the Parties.



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9. Independent Status. The Parties agree that Sponsor is and shall be deemed to be an independent contractor in the performance of each and every part of this Agreement and that nothing contained in this Agreement is intended to make Sponsor a general or special agent, joint venturer, partner or employee of TL for any purpose. Sponsor in no way shall be deemed or considered to be on the payroll of TL during the performance of this Agreement, nor shall TL be obligated to furnish any insurance, employment coverage or to withhold for any taxes whatsoever. TL shall not be liable for any cost, loss, damage, expense or claim of any kind arising from the Sponsor's actions during the term of this Agreement. Sponsor agrees to indemnify and hold harmless TL from and against any and all liabilities, damages, claims, deficiencies, assessments, losses, penalties, interest, cost and expenses, arising from, in connection with, or incident to Sponsor's actions during the term of this agreement.

10. Severability Clause. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or deemed invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Assignment Prohibited. This Agreement shall not be assigned by either Party either in whole or in part without the non-assigning Party's prior written consent.

12. Notices. All notices or correspondence required hereunder shall be deemed given if made in writing and sent by telefacsimile or email, sent by registered mail or certified mail, return receipt requested, or sent by national courier, to the Parties at the following addresses, or at such other addresses as shall be specified by like notice:

(A) If to TL: Tolva League
Attn: Donner Goode
600 B Street 3rd Floor
San Diego, CA 92101
Email: goodesellingjr@gmail.com

(B) If to Sponsor: _____

Email: _____



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Any notice given by email shall be effective one (1) day after transmission. Any notice given by mail shall be effective three (3) days after deposit in the mail. Any notice given by national courier shall be effect upon the day after the specific delivery time requested.



13. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Agreement. Facsimile signatures of the parties hereto shall be binding.

14. Renewal Term. This Agreement will, without any further act or formality on the part of either Party, on the expiration of the Initial Term or any Renewal Term, be automatically renewed for a further term of one (1) year, (each a "Renewal Term") depending on the initial agreed upon term, unless notice of termination is given by the Company to the Manager in accordance with such. The renewal of this contract will additionally secure the original price of the sponsorship, especially in case of price increases.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date indicated below.

Tolva League

By: _____

Donner Goode / Founder / Managing Partner

Dated:

SPONSOR

By: _____

Authorized Representative

Dated:



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Special Reference Section

Product

Quantity

Shipping Agreement

Processing Fee \$300 per quarter

By: _____

Authorized Representative

Dated: