

Declaration of Conflicts of Interest

My Name: Nicole LaPointe Jameson

My Date of Birth: April 11, 1994

Team Name: _The Evil Geniuses (EG) LLC

Team Formation Date: EG was formed in 1997

This is an exhaustive list of the conflicts of interest and business entanglements I have with players and teams that I expect to compete against in professional tournaments. Business entanglement include, but are not limited to, shared management, shared ownership of entities, licensing, and loans. I understand that failure to report my conflicts of interest may result in my disqualification from events and/or forfeiture of proceeds.

Number of Pages Attached: 4

Signature: *Nicole LaPointe Jameson* **Date:** 4/20/2020

CEO, The Evil Geniuses

Other party: < Team Liquid, 100Thieves >

Nature of conflict:

Louvre Agreement. Team is bound by the Louvre Agreement. A copy of the publicly available Louvre Agreement is attached at the end of this document as Exhibit A. Among other things, the Louvre Agreement describes the obligations of teams, relationships with sponsors, marketing obligations, revenue share and other operational requirements for ESL and others participating in CSGO events. The Louvre Agreement describes business entanglements that are the subject of this declaration of conflict of interest, including the revenue allocations to be made among ESL and participating teams and players.

Other party: Yeah Gaming

Nature of conflict:

Our coach on EG CS:GO Wilton "zews" Prado has disclosed to EG that he is a silent partner with the organization Yeah Gaming. Per his reports, he has no part in the team's day to day and has 25% shares in the company. He reports that he is strictly hands off with Yeah Gaming

Other party: <Team Liquid, 100 Thieves, MiBR>

Nature of conflict:

Team participates in the BLAST Premier league, in which the above referenced teams also participate. Team has a revenue share agreement with BLAST Premier in connection therewith. Given the nature of the revenue share structure, an argument can be made that everyone in BLAST Premier benefits from the competitive success and/or popularity of other teams indirectly because that may lead to increased spectator interest which may ultimately lead to increased monetization of the BLAST Premier league, which may lead to increased revenues shared across the teams. But Team's contractual relationship is with only BLAST Premier. The Team has no direct contractual relationship with the above teams, nor right to control the business of, or be controlled by, nor receive any direct financial benefit from, nor pay any financial benefit to, the above teams. Further, while Team participate in this league alongside the above teams, Team has no shared management, shared ownership of entity(ies), licensing, and/or loan agreements with the above teams. BLAST has prohibited Team from disclosing the non-public BLAST Premier TPA as an exhibit to this Declaration

Other party:

Nature of conflict:

Other party:

Nature of conflict:

Exhibit A

Louvre Agreement

ESL and a select group of elite teams to participate in the Pro League on an ongoing basis (“Partner Teams”) are collectively working around the ESL Pro Tour events in CS:GO to improve monetization and to establish a new governance model around ESL Pro League. As part of the Louvre Agreement, all parties enter into certain commitments in return for sharing governance and financials of the tournaments described herein.

§ 1

Pro League

- I. ESL and the Partner Teams will work together in good faith to develop a unified world ranking system that is brand-neutral (“World Ranking”). The parties will also engage with other key industry stakeholders, such as HLTV.org and the CSPPA, in order to improve upon the World Ranking methodology and create a unified system across all of CSGO. The ESL World Ranking will be used to determine Pro League and Circuit Event participation until a unified World Ranking is created, however the parties will work together in good faith to improve upon ESL’s current methodology.
- II. Pro League shall consist of up to 16 Partner Teams, up to 4 teams qualifying through MDL and remaining slots invited based on World Ranking.
- III. Partner Teams have a permanent slot in Pro League every season. The permanent slot shall be subject to review if Partner Team places last in their group in 3 out of 4 seasons.
- IV. Pro League shall consist of 24 teams and is played in 4 groups of 6.

§ 2

Circuit Events

- I. ESL and Dreamhack will host a number of Circuit Events annually, with a minimum prize pool of \$200,000
- II. Two of the Circuit Events shall be Championship Events with higher prize pools.
- III. For each Circuit Event, travel and accommodations is covered by ESL for 7 people
- IV. A number of slots per event shall be subject to draft selection by the Partner Teams:
 - A. In case of 16 teams: 6 slots
 - B. In case of 12 teams: 5 slots
 - C. In case of 8 teams: 3 slots
- V. Twice per year, Partner Teams ranked 20 or higher in the World Ranking shall choose from the slots mentioned above in a draft process.
- VI. Teams can decline 2 event invitations per year without impacting their revenue share for Circuit Events.

§ 3

ESL Obligations

- I. ESL shall be required to operate Pro League and Circuit Events at the highest industry standards.
- II. ESL shall provide, either themselves or via the Agency, monetization services for Pro League in the form of selling sponsorship, media rights, tickets and other assets.
- III. ESL shall fund all operating costs and losses for the league.

§ 4

Team Obligations

- I. Teams are required to participate in the Pro League and Circuit Events (if qualified or invited) with their best lineups.
- II. Teams are required to promote and market the Pro League and Circuit Events.
- III. Teams shall provide the Coach and Players for interviews.
- IV. Players of teams shall attend signing sessions and fan activities.
- V. Teams shall refer to their current ESL Pro Tour ranking and promote their ambition to make it to the Championship Events.

§ 5

Governance

- I. The League Entity shall consist of up to 16 Partner Teams and ESL.
- II. New Partner Teams can be added by two-thirds majority voting of existing Partner Teams.
- III. Partner Teams have the right to transfer their slot in Pro League to a third party, subject to certain restrictions.
- IV. All Partner Teams and ESL together shall make decisions in the Members Meeting.
- V. The Executive Board for day-to-day operations will be 3 ESL representatives, 3 Partner Team representatives, and the Commissioner, each with one vote. The Commissioner is elected by Partner Teams and ESL having one vote each. Each representative shall serve a two year term.
- VI. The Player Council, which is established in cooperation with CSPPA, will have a say in matters pertaining to working conditions, tournament standards, and other matters with a significant impact on Players.

§6

Financial Terms

- I. Pro League revenues are shared in the following way:
 - A. A. 15% of the Revenues are retained by the Agency
 - B. B. Of the remaining 85%, 25% are shared with the eligible Partner Teams
 - C. C. After deduction of all operating costs 65% of the profits are shared with Partner Teams
- II. Circuit Event revenues are shared in the following way:
 - A. A. 15% of the Revenues are retained by the Agency
 - B. B. Of the remaining 85%, 5% are shared with the eligible Partner Teams
 - C. C. After deduction of all operating costs, 10% of the profits are shared with Partner Teams
- III. Each Partner Team's individual revenue share is based on the number of events attended, competitive results and viewership.

§ 7

Player Benefits

- I. ESL and the Partner Teams are working with the CSPPA under agreements covering material items affecting Players such as contract standards, minimum standards for events and transfer regulations.
- II. The Players shall receive 15% of each Partner Team's Revenue share for Pro League and Circuit Events. Any such payments shall be on top of salaries and prize money.
- III. ESL and Dreamhack will provide an annual prize pool of at least \$4,500,000 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.