

Declaration of Conflicts of Interest

My Name: Erik T Anderson / FaZe Clan Head of Esports

My Date of Birth: April 23, 1986

Team Name: FaZe Clan

Team Formation Date: Org formed May 30, 2010 / CS:GO team formed January 21, 2016

To the best of my recollection 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 (5 total)

Signature: _____
DocuSigned by:
Erik T Anderson
A1E2A0D9208B416...

Date: 4/20/2020

Other party:	ESL Pro League and other partner teams (100 Thieves, Astralis, Complexity, Evil Geniuses, Fnatic, ENCE, G2, mousesports, NaVi, NiP, Team Liquid, Team Vitality)
Nature of conflict:	Louvre Agreement. FaZe Clan is bound by the Louvre Agreement. The 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:	Blast Premiere and other partner teams (100 Thieves, Astralis, Complexity, Evil Geniuses, G2, MIBR, NaVi, NiP, OG, Team Liquid, Team Vitality)
Nature of conflict:	FaZe Clan participates in BLAST Premier in a similar fashion to the Louvre Agreement together with several teams listed herein. While the financial terms are different the general concept is the same as the Louvre Agreement.

Other party:	Games or leagues outside of CS:GO including: The Call of Duty League (CDL) and franchise owners with CS:GO teams, Tom Clancy's Rainbow Six Siege (R6) and other partner teams with Ubisoft that have CS:GO teams
Nature of conflict:	FaZe Clan operates teams in other games/leagues outside of CS:GO under agreements that resemble Blast Premiere or The Louvre Agreement. These agreements include organizations that field teams pursuing the Major.

Other party:	Future games/leagues that FaZe Clan is considering between now and the end of 2020 that could have agreements/structures that would warrant listing in this document.
Nature of conflict:	FaZe Clan may enter into new games between now and the Major that have association or league structures with shared revenue and marketing efforts. Some of these organizations may have existing CS:GO teams. Examples of games include Overwatch League, Rocket League or League of Legends.

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 CS:GO. 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.