

CONTRACTOR SERVICE AGREEMENT

This Contractor Service Agreement (“Agreement”) is by and between:

Superstars of Sports, Inc. (“CFB”), with offices at 1000 Stephanie Place, Unit 14, Henderson, NV 89014 (USA), hereby represented by Mr. Ryan Darris, on the one hand, and

Mr./Ms. _____,

resident at _____

hereinafter referred to as “Contractor,” on the other hand. Collectively, CFB and Contractor are referred to as “Parties.”

1. SCOPE

- 1.1. This Agreement governs the relationship between CFB and Contractor.
- 1.2. CFB engages Contractor to provide their best efforts to ensure that the event listed in **Addendum A** (“Event”) will take place in accordance with the policies and procedures set forth by Legend Story Studios.
- 1.3. The Event is a large-scale, weekend-long event featuring card-gaming tournaments for the Flesh and Blood Collectible Card Game (“FAB”).
- 1.4. The engagement of Contractor shall be for the days during the Event listed in **Addendum A** to this Agreement.

2. SERVICES

- 2.1. Contractor attests that they are a member of an independently trained pool of individuals able to deliver the services subject to this Agreement.
- 2.2. Contractor hereby attests that they are able to perform the required skills listed in the application for this position.
- 2.3. CFB engages Contractor, and Contractor accepts such engagement, as an independent contractor to provide certain services to CFB on the terms and conditions set forth in this Agreement.
- 2.4. Contractor shall provide to CFB the services listed in **Addendum A** (“Services”).

3. PROVIDING THE SERVICES

- 3.1. Contractor hereby ensures that the Services will be provided:
 - 3.1.1. with all reasonable care and skill;
 - 3.1.2. with the degree of skill and diligence which would be expected from a skilled and

experience contractor engaged in the same type of business;

3.1.3. efficiently and in a timely manner; and

3.1.4. in a lawful and proper manner.

- 3.2.** CFB shall not control or direct the manner or means by which Contractor performs the Services. Contractor agrees that they are customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed.
- 3.3.** Unless otherwise stated in **Addendum A**, Contractor shall furnish, at their own expense, the materials, equipment, supplies, and other resources necessary to perform the Services. CFBE, however, shall provide Contractor with access to its premises, materials, information, and systems to the extent necessary.

4. LOCATION

The Services will be delivered at the Event location listed in the attached **Addendum A**. Contractor is solely responsible for all expenses incurred thereby for travel to, and lodging at, the Event location in order to carry out the Services required for this Agreement.

5. FEES AND EXPENSES

- 5.1.** As full payment for the Services and the rights granted to CFB in this Agreement, CFB shall pay Contractor the fixed fee set forth in **Addendum A**, payable on completion of the Services.
- 5.2.** Contractor acknowledges that they will receive an IRS Form 1099-MISC from CFBE, and that they are solely responsible for paying, when due, all income taxes and other statutory obligations incurred as a result of the receipt of the fee set forth in the attached **Addendum A**, including any taxes on the value of in-kind compensation received by Contractor, if applicable.
- 5.3.** All compensation paid to Contractor is exclusive of any taxes.
- 5.4.** All expenses incurred by Contractor in connection with providing the Services will be borne by Contractor and are not subject to reimbursement by CFB.
- 5.5.** No sums will be due from CFB to Contractor for providing the Services other than those set out in **Addendum A** to this Agreement.

6. RELATIONSHIP OF THE PARTIES

- 6.1.** Contractor is an independent contractor and in no case shall be considered an employee or agent of CFB and will have no right to make contracts or enter into any engagements on CFB's behalf without CFB's prior written consent. Contractor is an independent contractor of CFB, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Contractor and CFB for any purpose.
- 6.2.** None of the provisions of this Agreement shall be interpreted as indicating the intent of the Parties to form a company, association, joint venture, partnership, employment relationship, or agency relationship between Contractor and CFB for any purpose. Contractor has no authority (and shall not hold themselves out as having authority) to

bind CFB, and Contractor shall not make any agreements or representations on CFB's behalf without CFB's prior written consent.

- 6.3.** Without limiting sections 6.1 and 6.2, Contractor will not be eligible to participate in any vacation, group medical, life-insurance, disability, profit-sharing, or retirement benefits, or any other fringe benefits or benefit plans offered by CFB to its employees, and CFB will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes; making any insurance contributions, including for unemployment or disability; or obtaining workers' compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify CFB against, all such taxes or contributions, including penalties and interest.
- 6.4.** This Agreement is a contract between CFB and an independent contractor. Although Contractor fulfils their assignment according to the briefings of CFB, Contractor independently handles implementation of their assignment in a manner reasonably expected from someone in their position. Nothing in this Agreement will be construed as giving rise to an employment relationship between CFB and Contractor.
- 6.5.** Contractor declares that they have complied with all laws required to execute this Agreement. Contractor declares that they will comply with all applicable social and tax legislation/contributions. Contractor is solely responsible for accounting to the appropriate authorities for any income-tax contributions due in whatever jurisdiction with respect to the sums payable by Contractor in connection with this Agreement.
- 6.6.** Section 6 of this Agreement survives the termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1.** Contractor represents and warrants that:
 - 7.1.1.** Contractor has the full right, power, and authority to enter into this Agreement and to perform fully all of Contractor's obligations in this Agreement;
 - 7.1.2.** Contractor's entering into this Agreement, and Contractor's performance of the Services, do not and will not conflict with, or result in, any breach or default under any agreement to which Contractor is subject;
 - 7.1.3.** Contractor has the required skill, experience, and qualifications to perform the Services in a professional manner in accordance with generally recognized industry standards for similar services, and Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and
 - 7.1.4.** Contractor shall perform the Services in accordance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations to perform the Services;
- 7.2.** CFB represents and warrants that:
 - 7.2.1.** CFB has the full right, power, and authority to enter into this Agreement and to perform fully all of CFB's obligations in this Agreement; and
 - 7.2.2.** The execution of this Agreement by its representative, whose signature is set forth at the end of this Agreement, has been duly authorized by all necessary

corporate action.

7.3. Section 8 of this Agreement survives the termination of this Agreement.

8. INDEMNIFICATION

8.1. Contractor shall defend, indemnify, and hold harmless CFB and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

8.1.1. Bodily injury, death of any person, or damage to real or tangible personal property resulting from Contractor's acts or omissions; or

8.1.2. Contractor's breach of any representation, warranty, or obligation under this Agreement.

8.2. Section 9 of this Agreement survives the termination of this Agreement.

9. FORCE MAJEURE

9.1. "Force Majeure" shall mean any unforeseen event which is beyond the reasonable control of Parties, or any foreseeable occurrence the consequences of which may not reasonably be avoided that arises after the date of execution of this Agreement and which prevents performance of this Agreement, in whole or in part, by either Party.

9.2. If an event of Force Majeure, performance of the Parties' obligations under this Agreement shall be suspended for the duration of the delay caused by the event of Force Majeure, and the period of performance shall be automatically extended, without any penalty, for an equal period.

9.3. The Party claiming Force Majeure shall inform the other Party of the occurrence in writing as soon as possible, but in no event more than seven (7) calendar days following the occurrence, explaining its reasons for claiming a Force Majeure event.

9.4. If an event of Force Majeure occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution, and shall use all reasonable efforts to minimize the consequences of the Force Majeure. If the conditions of Force Majeure prevail for more than two (2) calendar days and the Parties have been unable to reach an equitable solution, the non-claiming Party shall have the right to terminate this Agreement.

10. TERMINATION

10.1. The Agreement is of definite duration and terminates automatically at the end of the last day of the Services mentioned in **Addendum A** to this Agreement.

10.2. CFB or Contractor may terminate this Agreement without cause upon five (5) calendar days' written notice to the other Party. In the event of termination pursuant to this clause, CFB shall pay Contractor on a pro rata basis any amounts then due and payable for any Services completed, through the date of such termination.

10.3. CFB or Contractor may also terminate this Agreement, effective immediately, upon written notice to the other Party, if the other Party breaches this Agreement and such breach is incapable of cure, or, with respect to a breach capable of cure, the other Party

does not cure such breach within three (5) calendar days after receipt of written notice of such breach.

10.4. Upon termination of this Agreement, Contractor must immediately return any property in their possession legally belonging to CFB or any CFB customers (including, but not limited to, Confidential Information, security passes, disks, tapes, external hard drives, flash drives, documents, or copies of documents).

10.5. For the avoidance of doubt, the termination of this Agreement (however arising) will not affect:

10.5.1. any rights or obligations which have accrued up to the date of termination; or

10.5.2. any rights or obligations which expressly or impliedly survive the termination of this Agreement, including sections 6, 7, 8, 9, 12, 13, 14, and 15 of this Agreement.

11. OTHER BUSINESS ACTIVITIES.

11.1. Contractor acknowledges that they are free to engage in any other business, trade, profession, or activity while providing services to CFB, and that this Agreement is not designed to limit, in any way, Contractor's ability to engage in any other business, trade, profession, or activity.

12. ARBITRATION

12.1. Any dispute, controversy, or claim arising out of, or related to, this Agreement or any breach or termination of this Agreement, including, but not limited to, the Services Contractor provides to CFB, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to, and decided by, binding arbitration. Arbitration shall be administered by JAMS or such other organization on which the Parties mutually agree, and shall take place in San Jose, California, or where Contractor resides, or at such other location on which the Parties mutually agree. The arbitration shall be conducted before a single arbitrator, in accordance with JAMS' Comprehensive Arbitration Rules and Procedures, as well as any requirements imposed by California law. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

12.2. Except for representative claims that cannot be waived under applicable law and that are therefore excluded from this Agreement, the Parties waive the right to assert, participate in, or receive money or any other relief from any class or collective claims against each other in court, arbitration, or any other proceeding. Each Party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with, or join any other party to, an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent

jurisdiction.

12.3. The Parties acknowledge and agree that this agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and evidences a transaction involving commerce.

12.4. Section 13 of this Agreement survives the termination of this Agreement.

13. MISCELLANEOUS

13.1. This Agreement, together with its **Addendum A**, contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements or understandings, whether written or oral, between the Parties.

13.2. Any amendments to this Agreement, as well as any additions or deletions, must be agreed to in writing by the Parties.

13.3. Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal, or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal, or unenforceable provision(s) or any part thereof, and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal, or unenforceable provision(s).

13.4. Any failure or delay by either of the Parties in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement, or any partial reaction or absence of reaction by either of the Parties in the event of a violation by the other Party of one or more provisions of this Agreement shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that Party's rights under this Agreement or under the said provision(s); nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favor of a new failure, similar to the prior one, or in favor of any other kind of failure.

13.5. All notices and other forms of communication required under this Agreement must be in writing and delivered or sent to the receiving Party (i) by hand through a reputable courier service, (ii) by e-mail to darris@channelfireball.com, or (iii) by registered mail (return receipt requested) to the address indicated below:

To Contractor:

(Name) _____

(Street) _____

(Postal Code & City) _____

(Country) _____

To CFB:

Attn: Ryan Darris

1000 Stephanie Place, Unit 14

Henderson, NV 89014

USA

- 13.6. Any notice shall be considered delivered to the receiving Party's address on the date of delivery if delivered in person, upon confirmation if sent by e-mail, and three (3) working days following the date of mailing if sent by United States Post Office registered mail.
- 13.7. Either Party may change the address to which notices are to be delivered or sent by giving the other Party written notice to this effect in the manner set forth herein.
- 13.8. This Agreement is executed in separate copies, each of which is deemed an original and all of which taken together constitute one and the same Agreement. Translations into any language other than English may be made but are for the sake of convenience only, even when executed by one or both Parties.
- 13.9. Section 14 of this Agreement survives the termination of this Agreement.

14. APPLICABLE LAW AND JURISDICTION

- 14.1. All issues, questions, and disputes concerning the validity, interpretation, enforcement, performance, or termination of this Agreement shall be governed by, and construed in accordance with, Nevada law, and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (domestic or international) that would cause the laws of any other jurisdiction to be applicable.
- 14.2. All disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be subject to binding arbitration in Santa Clara County, California.
- 14.3. Section 15 of this Agreement survives the termination of this Agreement.

SIGNED on behalf of CFB

SIGNED on behalf of Contractor