

AFFILIATE TERMS AND CONDITIONS

Official Celebrity Boxing, LLC (hereinafter "Company"), operates Entertainment Events and Social Media Promotions at designated times and locations (hereinafter "Events") and

Company will pay Affiliate (defined as an individual that independently promotes and solicits sponsors and other forms of income generating activities) a Referral Fee, as described below, for each Sponsor Sale, Ticket Sale, and/or Pay Per View Sale of an Event on behalf of Company, which is solely referred by Affiliate to Company, subject to the terms and conditions herein Affiliate agrees as follows:

1. REFERRAL ARRANGEMENT TERM:

Commencing as of the Effective Date of Affiliate completing payment to Company as provided herein, and continuing in effect for one (1) calendar year thereto, Affiliate may refer to Company certain Sponsors (hereinafter referred to as "Referred Sponsors") who will provide monetary payment for sponsorship and/or advertising of the Event. Affiliate may also facilitate Ticket and/or Pay Per View sales of an Event through a personally designated Affiliate Link, Code, and/or other mechanism as provided by Company. Subject to Affiliate's compliance with the remaining provisions of this Affiliation in each case, and subject to Company's acceptance, procurement, and completed monetization of such Referred Sponsors, Ticket Sales and/or Pay Per View Sales, Company agrees to compensate Affiliate in accordance with "Section 2" below. Affiliate agrees to pay Company an annual Affiliate Registration Fee of Ninety-Nine Dollars (\$99) plus a 2.99% payment processing charge. This Affiliation will automatically renew all terms and conditions upon each one (1) year anniversary unless terminated by Company and/or Affiliate in writing Fifteen (15) Days prior to the same. Affiliate will be charged the renewal Affiliation Registration Fee each year via the same means as the original payment hereunder. The Registration Renewal Fee is subject to change at Sole Discretion of Company, and Affiliate will be notified of any such change as reasonably possible.

2. REFERRAL FEE:

- a. Sponsor Referral Fee.** As full and complete consideration for Affiliate's efforts in identifying a Referred Sponsor, and Company's acceptance, finalization, and closing of an Affiliate Referred Sponsor, Affiliate shall be paid Twenty Percent (20%) of the final contracted amount, net of any direct Company expenses related thereto, as between Company and Referred Sponsor to be paid to Affiliate within Thirty (30) Days of Company's receipt and completed clearance of funds from Referred Sponsor. Affiliate understands and agrees that such payment shall be only for cash/monetary Referred Sponsorships and not any other type of sponsorship, such as goods, services or otherwise. If Referred Sponsorship payment is not made in full but rather in part, Affiliate shall receive payment in the same proportionate manner as Company, provided the Sponsorship is considered final in said proportionate manner.
- b. Ticket and Pay Per View Sales.** If Affiliate shall directly refer any Ticket and/or Pay Per View sales to an Event through a Personalized Code, Link and/or other mechanism specifically provided to Affiliate by Company, Affiliate shall receive an amount equal to Twenty Percent (20%) percent of said sales. Affiliate payments under this provision are based on Net Sales after any direct Company expenses related thereto. All Affiliate Event Pay-Per-View & Live Ticket referral sales MUST have been purchased and documented as received under Affiliate's Personalized Code, Link and/or other mechanism in order to be compensated, as per this Affiliation. Company is not liable and/or responsible for Affiliate referrals not utilizing the Affiliate Code that they were provided.
- c. Special Incentive.** At such time Affiliate completes Five (5) Event Ticket Sales and/or ten (10) Pay Per View Sales, Affiliate will be granted one (1) Free Admission to every Company Live

Event held during the term of this Affiliation. At such time Affiliate completes Ten (10) Event Ticket Sales and/or Twenty (20) Pay Per View Sales, Affiliate will be granted a total of Two (2) Free Admissions to every Company Live Event held during the term of this Affiliation.

3. PAYMENT CONDITIONS:

Affiliate Referred Sponsors shall not be considered accepted by Company, and Company shall have no payment obligation to Affiliate hereunder, unless and until, a contract is signed by Company and the Referred Sponsor, payment is received and unencumbered, and payment is wholly cleared by Company. Event Ticket and Pay Per View sale commissions are deemed complete and payable when the applicable event is completed and all referred payments have been declared final by Company. Affiliate Ticket and Pay Per View sale commissions may be subject to a minimum Sixty (60) day post-event holding period to account for Affiliate referred chargebacks/refunds in accordance with industry standard.

4. EXCLUSIVITY. NON-COMPETE:

Affiliate shall not provide any services similar to those set forth herein during the term hereof for any other company which engages in activities similar to Company's business or event. Company, in its best effort, agrees to refrain from any activity which will prohibit Affiliate's efforts herein. Affiliate understands and acknowledges that during the term hereof, Company will seek Sponsorships from other companies as a matter of normal course. Affiliate agrees any breach of this clause will cause irreparable harm to Company and therefore will entitle Company to immediate injunctive relief for which Affiliate will be responsible for Companies attorney fees in seeking said injunction.

5. AFFILIATE'S OBLIGATIONS:

All promotional materials utilized by Affiliate for the purpose of obtaining Sponsors and promoting Event Ticket/Pay Per View sales, shall be provided by or otherwise MUST be approved by Company; ZERO EXCEPTIONS. Affiliate shall promptly apprise Company of any and all acts made hereunder, in a manner to be prescribed by Company. Affiliate breach of this provision may result in immediate termination of this Affiliation at sole discretion of Company, and will be subjected to any legal remedies available to Company as a result thereof, for which Affiliate will be responsible for Companies attorney fees. Affiliate must post Company-approved promotional materials to all of its social media platforms at a minimum of Two (2) times per week.

6. TERMINATION:

Company, at Company's sole discretion, retains the right to terminate Affiliate's association and/or participation with Company for breach of any provision contained herein, or for any reason deemed appropriate by the Company during the term hereto.

7. RESERVATION OF RIGHTS:

Company hereby reserves the exclusive right to change the date, time, location, participants, and/or other aspects of any Event, and Affiliate understands and agrees that circumstances within and/or beyond Company's control may necessitate these changes. Company shall provide notice to Affiliate, as soon as is reasonably possible, of any such changes. Affiliate agrees to forever hold Company, its officers, its affiliates, representatives, employees, and assigns harmless from any such changes.

8. CONFIDENTIALITY. NONDISCLOSURE. NONDISPARAGEMENT:

Affiliate agrees to keep and maintain in the strictest confidence all information, including the terms of this Affiliation and any training, instruction, formulas, concepts and any other confidential trade secrets provided to each other and/or their representatives throughout the term of this Affiliation provided by Company, ("Confidential Information"). Affiliate shall not, unless otherwise required by law, disclose Confidential Information, or any portion thereof, to any party without the prior written approval of Company. Affiliate understands and agrees that any disclosure or misappropriation of any of the Confidential Information in violation of this Affiliation will cause Company irreparable harm, and that therefore, will be liable to Company for any damages in law or equity that result from any such disclosure. All confidential information provided hereunder during the Term hereof, including but not limited to, any information and/or documentation pertaining to payments, business, contacts, formulas, trade secrets, methods and any and all other proprietary information, shall be kept confidential by Affiliate, and all of their agents, assigns, representatives, affiliates and other third parties. The parties also agree that they will not at any time make, publish, or communicate to any person or entity or in any public forum, any defamatory and/or disparaging remarks, comments, or statements concerning the other party and/or their respective businesses, or any of their respective employees, officers, agents, assigns, representatives, affiliates, sponsors, existing, and prospective associated third parties. The provisions of this paragraph shall remain in full force and effect in perpetuity after the termination or expiration of this Affiliation. Any violation of this clause which results in legal action against the Affiliate will cause said Affiliate to be liable for Company's attorney fees.

9. MISCELLANEOUS:

- a. This Affiliation shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard for any conflict of jurisdictional law provisions. The parties agree to submit to the jurisdiction of the courts and/or other legal system, including arbitration, with regard to any disputes which may arise hereunder.
- b. Affiliate warrants that they are duly authorized to initiate this Affiliation with the completion of their payment hereunder. Affiliate represents and warrants that they have read these Affiliation Terms and Conditions and fully understands all provisions hereunder. Affiliate represents and warrants that they have discussed this Affiliation in its entirety, with their respective attorneys, and this Affiliation has been fully explained to them by such attorneys, or that they have declined the opportunity to be represented by an attorney or otherwise advisement.
- c. This Affiliation will be confidential between the Company and Affiliate, and the existence of this Affiliation will not be disclosed by either party to any third party (other than accountants and/or attorneys of the parties, who have a legitimate need to know, and who are bound by similar obligations of non-disclosure relative to this Affiliation) except to the extent required by law or regulation.
- d. These Affiliation Terms and Conditions contain the entire understanding of the parties with respect to the subject matter hereof and supersede and cancel all previous negotiations, agreements or commitments by the parties whether oral, written, implied or understood.

AFFILIATE HEREBY AFFIRMS THAT AFFILIATE HAS READ AND FULLY AGREES TO AND UNDERSTANDS ALL TERMS & CONDITIONS CONTAINED HEREIN.