Services Agreement

This Services Agreement (this "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is entered into by and between The Chaos Crew LLC, a Florida Limited Liability Company, with offices located at 8577 Shallowbrook Cove, Boynton Beach, FL 33473 "**Service Provider**") and Esports Play LLC, a Delaware LLC, with offices located at 2255 Glades Rd, Suite 221A, Boca Raton, FL 33431 ("**Customer**").

WHEREAS, Service Provider has the capability and capacity to provide certain event planning and operation services; and

WHEREAS, Customer desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**") agree as follows:

1. Services.

1.1 Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as **Exhibit A**. Additional Statements of Work shall be deemed accepted only if signed by the Service Provider Contract Manager (as defined in Section 2.1(a) below) and the Customer Contract Manager (as defined in Section 3.1 below), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (e) to the reasonable satisfaction of the Customer.

1.2 For the sake of clarity, nothing in this Agreement shall be construed to prevent the Customer from itself performing or from acquiring services from other providers that are similar to the Services.

2. Service Provider Obligations. Service Provider shall:

2.1 Appoint representatives to the following positions after obtaining Customer's consent:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Contract Manager**"), who shall initially be Chris Chan.

(b) A sufficient number of employees or contractors to perform the Services set out in each Statement of Work, each of whose names, positions, and respective levels of experience and relevant licenses may be set out in the respective Statement of Work (collectively, with Service Provider Contract Manager, "**Provider Representatives**").

2.2 Make no changes in Provider Representatives except either:

(a) With the prior consent of Customer.

(b) At the request of Customer, in which case Service Provider shall use its best efforts to promptly appoint a replacement.

(c) Upon the resignation, termination, death, or disability of the existing Provider Representative.

2.3 Assign only qualified, legally authorized Provider Representatives to provide the Services.

2.4 Comply with all applicable laws and regulations in providing the services.

2.5 Comply with all Customer rules, regulations, and policies of which it has been made aware, in its provision of the Services.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed, in Customer's sole discretion. The Customer Contract Manager shall initially be John Kracum.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

4. Fees and Expenses.

4.1 For the Services to be performed hereunder, the Customer will pay to Service Provider a fee determined in accordance with the fee schedule set out in each Statement of Work. Unless otherwise provided in the Statement of Work, said fee will be payable within 30 days of receipt by the Customer of an invoice from Service Provider accompanied by documentation reasonably requested by the Customer evidencing all charges.

4.2 The Customer shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, if such expenses have been pre-approved, in writing by the Customer Contract Manager, within 30 days of receipt by the Customer of an invoice from Service Provider accompanied by receipts and supporting documentation. All Service Provider expenses not pre-approved by the Customer Contract Manager or not otherwise meeting the requirements of this Agreement or the Statement of Work to which it applies shall be the sole responsibility of the Service Provider.

5. Intellectual Property.

5.1 Service Provider assigns to the Customer, Service Provider's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Service Provider while working for or on behalf of the Customer, which relate to, is suggested by, or results from matters set out in any active Statement of Work and depends on either:

(a) Service Provider's knowledge of Confidential Information (as defined in Section 6) it obtains from the Customer.

(b) The use of Customer equipment, supplies, facilities, information, or materials.

5.2 Service Provider shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Customer Contract Manager. Service Provider shall, upon request of the

Customer, promptly execute a specific assignment of title to the Customer, and do anything else reasonably necessary to enable the Customer to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Statement of Work, related to trade secrets of the Customer, or which relate to tasks assigned to Service Provider by the Customer, which Service Provider may file within one year after termination of this Agreement, shall belong to the Customer, and Service Provider hereby assigns same to the Customer, as having been conceived or reduced to practice during the term of this Agreement.

5.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Service Provider in the course of performing services for the Customer, together with any associated copyrights, are works made for hire and the exclusive property of the Customer. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Service Provider to the Customer of the ownership of and all rights of copyright in, such items, and the Customer shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Service Provider shall give the Customer or its designees all assistance reasonably required to perfect such rights.

5.4 If for any reason, including incapacity, the Customer is unable to secure Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Service Provider hereby designates the Customer as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

5.5 Service Provider owns the discoveries, improvements, inventions, or intellectual property identified by title and number or date on **Exhibit B**, attached. Such discoveries, improvements, inventions, and intellectual property, made or conceived by Service Provider before the effective date of this Agreement, are expressly reserved and excepted from the provisions of this Agreement. IF THERE ARE NO SUCH DISCOVERIES, IMPROVEMENTS OR INVENTIONS TO BE EXCLUDED, SERVICE PROVIDER SHOULD INITIAL HERE _____.

6. Confidentiality. All non-public, confidential or proprietary information of Customer ("**Confidential Information**"), including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, personnel decisions, event details, partnerships, sponsorships, or other business opportunities disclosed by Customer to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by Customer in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to Customer's disclosure hereunder; or (d) was or is independently developed by Service Provider without using any Confidential Information. Upon Customer's request, Service Provider shall promptly return all documents and other materials received from Customer. Customer shall be entitled to injunctive relief for any violation of this Section.

7. INTENTIONALLY LEFT BLANK.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to Sections 8.2 and 8.3.

8.2 Customer, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.

8.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially] breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

8.4 Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:

(a) Deliver to Customer all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services for which Customer has paid.

(b) Return to Customer all Customer-owned property, equipment, or materials in its possession or control.

(c) Remove any Service Provider-owned property, equipment, or materials located at Customer's locations.

(d) Deliver to Customer, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Customer's Confidential Information.

(e) Provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense, in transitioning the Services to an alternate service provider.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

(g) Permanently erase all of Customer's Confidential Information from its computer systems.

(h) Certify in writing to Customer that it has complied with the requirements of this Section 8.4.

8.5 The rights and obligations of the Parties set forth in this Section 8 and Section 5, Section 6, Section 9, Section 10, Section 11, Section 13, Section 14, Section 21, Section 22 and Section 23, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 6 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Service Provider or its affiliates and its or their employees, officers, directors, partners, shareholders, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

9. Independent Contractor.

9.1 It is understood and acknowledged that the Services which Service Provider will provide to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Customer. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. The Customer shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.

9.2 Service Provider has no authority to commit, act for or on behalf of the Customer, or to bind the Customer to any obligation or liability.

9.3 Service Provider shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

10. Indemnification. Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "**Losses**"), relating to any claim of a third party arising out of or occurring in connection with the indemnifying party's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without the Indemnified Party's prior written consent.

11. Remedies.

11.1 If the Service Provider violates any provision of this Agreement, the Customer shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

11.2 In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, the Customer shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps:

(a) Suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to Company's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;

(b) Itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services;

(c) Assign one or more of its representatives to supervise and work with the Service Provider to correct and mitigate the effects of the Service Provider's breach;

(d) Withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to the Customer as a consequence of the Service Provider's breach.

11.3 Because the damages the Customer would sustain on a breach by Service Provider of the Confidentiality provisions set forth in Section 6 of this Agreement are not readily ascertainable, for each unauthorized use or disclosure of the Customer's Confidential Information, Service Provider will be liable to, and shall pay the Customer the sum of One Thousand Dollars ($1,000) as liquidated damages (the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Service Provider breach of Section 6. The Service Provider's payment of the Liquidated Damages is its sole liability and entire obligation and the Customer's exclusive remedy for any Service Provider breach of Section 6.

11.4 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

11.5 Except for a breach of Section 6, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's exclusive remedy for Customer's payment breach shall be its right to damages equal to its earned but unpaid fees.

12. Compliance with Law. Service Provider is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, electronic mail with receipt confirmed by the addressee, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if

the Party giving the Notice has complied with the requirements of this Section 14.

Notice to Customer:	Esports Play LLC Attn: Ben Spoont, CEO ben@misfitsgaming.gg 2255 Glades Rd, Suite 221A Boca Raton, FL 33431
With a copy to:	Esports Play LLC Attn: John Kracum john.kracum@misfitsgaming.gg 2255 Glades Rd, Suite 221A Boca Raton, FL 33431
Notice to Service Provider:	The Chaos Crew LLC Attn: Chris Chan 8577 Shallowbrook Cove Boynton Beach, FL 33473 chanmanv@gmail.com

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Customer. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. Customer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent.

19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance

with, the laws of the State of Florida, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

22. Arbitration. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any other proceeding. In the event the parties are unable to agree on a mediator, mediation services shall be provided by JAMS. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings at the JAMS Resolution Center in Miami, Florida. The parties agree that they will participate in the mediation in good faith. Provided the dispute is not settled as a result of such mediation, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall exclusively be determined by binding arbitration in Miami, Florida before three arbitrators selected from the JAMS panel of neutrals. It is agreed that the arbitrators shall not award either party special, consequential, or punitive damages. Each party shall be responsible for its own attorneys' fees and the parties shall share equally the costs of the arbitrators and the JAMS' fees. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and, if then in existence, in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award may be entered in any court having jurisdiction. In no event shall any other proceedings be initiated in court.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 14, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this Section 24. Service Provider shall give Customer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Service Provider shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

ESPORTS PLAY LLC

By_____

Name: Ben Spoont

Title: CEO

THE CHAOS CREW LLC

By_____

Name: Alonso Benavente

Title: MGR

EXHIBITS

EXHIBIT A
INITIAL STATEMENT OF WORK

Services to be performed:

Contractor will serve as a Florida-based events coordinator for Company's *Florida Mayhem* Overwatch League team. Contractor shall plan and execute a minimum of six (6) fan events in any three (3) month period across Florida, including watch parties, meet and greets, and other activations typical of the industry. Contractor shall provide requests for event budgets to Company that company shall review and, if approved, pay directly to third party providers. Contractor will report to the Company's Vice President.

Term:

Either party may terminate this Statement of Work for any reason at any time during the Term upon written notice to the other party, provided, however, that in the event that Contractor chooses to terminate this Agreement, Contractor shall continue to provide support for any event for which a budget has been approved and paid by Company as of the date of termination. In such case, Contractor shall be compensated through the date of the event rather than the date of its election to terminate this Agreement.

Compensation and Payment Procedures:

Company agrees to compensate Contractor $2,000 per month, to be invoiced at the end of each month by Contractor.

Contractor will be compensated on a pro-rata basis in the event of early termination of the Independent Contractor Agreement. For example: If Contractor termination date is 15th day of the month, Contractor will be compensated for 15 days of service for Company.

The Company agrees to pay Contractor for work performed within fifteen (15) days of receipt and approval of the invoice.

EXHIBIT B
SERVICE PROVIDER OWNED INVENTIONS

The Chaos Crew Meetup site/directory.

The Chaos Crew Network.

The Chaos Crew Logos and brand assets.