

TALENT SUPPORT AGREEMENT

This Talent Support Agreement (“**Agreement**”) is made as of [DATE OF AGREEMENT], 2018 (“**Effective Date**”), by and between:

- 1) **TokenStars Group Limited**, a company registered in the British Virgin Islands with company registration number 1953160, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (“**TokenStars**”), and
 - 2) [ATHLETE’S DETAILS: full name, passport/ID details, registered address] (“**Athlete**”),
- hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS TokenStars is a talent management platform. TokenStars supports the career development of young and promising athletes and provides marketing promotion to professional athletes.

WHEREAS Athlete is a talented sportsman who is committed to developing his/her professional career in sports.

WHEREAS TokenStars and Athlete wish to enter into this Agreement to cooperate and outline their respective rights and obligations and have confirmed this by signing a copy of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein provided, TokenStars and Athlete agree as follows:

1. Objectives

- 1.1. The ultimate goal of this Agreement is support of Athlete’s professional career development in sports by providing the funding grants and marketing assistance on mutually beneficial financial terms.
- 1.2. TokenStars aims to the long-term cooperation with the sports players it supports and may assist Athlete in finding professional sports academies and coaches, with influencer marketing and social media management.
- 1.3. TokenStars understands the risks regarding the professional sports, and, therefore, the Athlete’s repayment obligations will be terminated if Athlete decides to quit his/her professional sports career.
- 1.4. The sum of Repayment Transfers that Athlete owes to TokenStars will not exceed the Repayment Cap as it is described below.
- 1.5. The Parties acknowledge that this Agreement is not a contract of employment and the signing of the Agreement will not create an employment relationship between Athlete and TokenStars. Also, this Agreement is not an agency contract, and TokenStars doesn’t provide agency services to Athlete.
- 1.6. This Agreement is drafted in accordance with good faith and current Parties’ understandings.

2. Definitions

- 2.1. In addition to the definitions contained elsewhere in the text of this Agreement, the following terms and expressions shall have the meaning ascribed to them here below:

“**Earned Income**” means the total actual after-tax income directly or indirectly received by Athlete in the forms of third-party compensation or self-employment earnings, arising from a) Athlete’s amateur or professional sports activities and b) Athlete’s non-sports activities related to the Athlete’s sportsman status (e.g. advertising, modelling, speaking, appearances, casting in television or film production, etc.). For the purpose of the Earned Income’s calculation, any amount of consideration, commission, or any other amount due to Athlete under any agreement shall be recognized as the total price of such agreement, including any Athlete’s counterparties’ consideration (commissions, fees, share of proceeds, etc.).

“**Funding Amount**” means the amount of money actually provided by TokenStars to Athlete.

“**Funding Cap**” means the maximum amount that TokenStars may transfer to Athlete within a 1-year period from the Effective Date.

“**Funding Transfer**” means the amount of money to be transferred by TokenStars to Athlete upon the Athlete’s request under the terms of this Agreement.

“**Income Share**” means the percentage of the Earned Income set forth in Clause 5.1. that Athlete will transfer to TokenStars during the term of this Agreement in return of the funding Athlete receives. The Income Share is not an interest rate or annual percentage rate.

“**Intellectual Property**” means the TokenStars’ trademarks, domain names, copyright, patents, designs, rights in computer software, databases, and lists, rights in inventions, Confidential Information, know-how, and trade secrets, and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing), and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers, and benefits of the same.

“**Repayment Cap**” means the maximum amount Athlete can be obliged to pay to TokenStars.

“**Repayment Transfer**” means the Income Share multiplied by the amount of monthly Earned Income, that shall be accumulated and paid at the end of each three-month period.

3. Talent Funding

- 3.1. The Parties agree that Funding Cap is \$___,000.
- 3.2. The Parties may agree to increase the Funding Cap set forth above. This may result in the amendment of the terms and conditions of this Agreement including amendment of the Income Share percentage and/or repayment term.
- 3.3. If at the end of the 1-year period from the Effective Date the actual Funding Amount is less than 80% of the Funding Cap, then the Income Share, indicated in Clauses 5.1.2 and 5.1.3, will be decreased in the proportion of “actual Funding Amount” divided by “Funding Cap”.

4. Purpose of Use

- 4.1. The purpose of use of the Funding Amount is: sports preparation of Athlete as an amateur or professional sportsman and shall include organization of training process by means of the qualified coaches in sports clubs and other places determined by coordination between TokenStars, Athlete, and the coach, and also include payment for the equipment, sport grounds rental, transportation costs and expenses on accommodation, medical support, other expenses necessary for achievement of the objectives set out above (“**Purpose of Use**”).

5. Repayment

- 5.1. In return of the Funding Amount Athlete will transfer to TokenStars the Income Share on the following conditions:

| | Income Share | Term | Amount |
|--------|--------------|--|--------|
| 5.1.1. | Phase 1 | Until the Funding Amount is fully repaid | ___% |
| 5.1.2. | Phase 2 | ___ year(s) from the month when the Funding Amount is fully repaid | ___% |
| 5.1.3. | Phase 3 | ___ year(s) from the end of the period set forth in Clause 5.1.2 | ___% |

5.2. The Repayment Cap is set at the amount of \$____,000. When the Repayment Cap is reached, any Athlete's obligations to make any payment in favour of TokenStars will be terminated.

5.3. Athlete agrees to make Repayment Transfers by the fifth business day of each three-month period commencing on the Effective Date.

6. Funding Transfers and Reports

6.1. Within two (2) months from the Effective Date and within one (1) month from the end of each three-month period from the Effective Date, Athlete may request TokenStars to provide him/her with the Funding Transfer. Such request shall indicate the amount and specific purposes of use of the Funding Transfer during the following three-month period. In a reasonable time, TokenStars will provide Athlete with the Funding Transfer.

6.2. Each Funding Transfer will not exceed 50% of the Funding Cap, and the sum of Funding Transfers made during any half-year period will not exceed 75% of the Funding Cap.

6.3. Athlete may request TokenStars to provide him/her with additional Funding Transfers, however, such Funding Transfers shall not cause an excess of the Funding Cap and limitations set forth in Clause 6.2.

6.4. Following the results of each three-month period and not later than one (1) week from the end of such period, Athlete shall provide TokenStars with an expenses report setting out the specific amounts and purposes of expenditure of the Funding Transfer. All expense reports shall be accompanied with the documents proving the expenses (agreements, receipts, etc.).

6.5. TokenStars reserves the right to postpone providing Athlete with further Funding Transfers, if Athlete failed to provide TokenStars with the expenses report specified above.

6.6. If TokenStars have any doubts regarding the Athlete's sports commitments, sports prospects and intents to become a professional sportsman, TokenStars will have a right to refuse to provide any further Funding Transfers. In such a case the consequences set out in Clause 3.3. shall apply (proportional decrease of the Income Share).

7. Athlete's Obligations

7.1. During the term of this Agreement Athlete agrees:

7.1.1. independently or with the involvement of the experts to organize own sports training;

7.1.2. upon the TokenStars' request to provide details on his/her program of sports training and competitions and about coaches;

7.1.3. constantly to take part in training, to fulfill requirements of the coaches' plans;

7.1.4. to take part in sports competitions and events;

7.1.5. together with the reports specified in Clause 6.3., to provide TokenStars with the information on any contracts entered into with any third party directly or indirectly connected with sports, promotional or marketing activities of Athlete;

7.1.6. not to be engaged in any extreme sports and other activity connected with increased risk for life and health.

7.2. TokenStars supports the drug-free and fair sport. Furthermore, TokenStars cares about its reputation and the reputation of the athletes it supports. Therefore, Athlete must ensure that:

7.2.1. he/she is not in use of any doping substances and other means forbidden by applicable anti-doping regulations;

7.2.2. he/she is not engaged in any gambling and advertisement of any gambling;

7.2.3. he/she doesn't participate in any match-fixing;

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- 7.2.4. unless approved by TokenStars he/she does not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that in any manner concern to TokenStars, and/or he/she does not act on behalf of TokenStars;
 - 7.2.5. he/she doesn't cooperate or become a partner with any blockchain project other than TokenStars.

8. Marketing Activities for Athlete

- 8.1. For the Athlete's benefit, during the term of this Agreement Athlete may be endorsed in the TokenStars informational materials and marketing communications, and may take part in marketing & PR activities with TokenStars website users to increase Athlete's media coverage and fan audience. These activities, conducted upon TokenStars' request, may include two (or more) ask-me-anything sessions per year (15-20 questions from TokenStars' users), two (or more) interviews per year and six (or more) activities for the fans per year to be determined by TokenStars (e.g. 45-minutes personal training, 45-minutes small group training, "backstage pass" to the locker rooms at the stadiums, photosets with Athlete, signed personal memorabilia auctions). If these activities will be provided for the users on a paid basis, the Athlete will be entitled to receive commissions from the proceeds.

9. Term of the Agreement

- 9.1. The term of this Agreement shall commence on the Effective Date and is intended to remain in force until all obligations of the Parties under this Agreement are satisfied but may be terminated earlier in accordance with the provisions of Clause 10.

10. Termination of the Agreement

- 10.1. Athlete may unilaterally terminate this Agreement if he/she decides to quit his/her professional sports career. Deciding to quit professional sports career means termination of any sports trainings, participation in amateur and professional sports competitions for the period of at least one (1) year. In such a case this Agreement and any Athlete's obligations to repay any amounts due will be terminated.
- 10.2. If Athlete terminates the Agreement for any reason except as provided in Clause 10.1., such termination shall cause the consequences set forth in Clause 11.2.
- 10.3. If any sport's governing body (international or domestic) prohibit or will prohibit income share arrangements, this Agreement shall be terminated automatically, except the provisions regarding the Name and Likeness Rights Section. In this case:
 - 10.3.1. within one (1) year from such termination, Athlete shall repay the Funding Amount and pay interest at a rate of ten percent (10%) per annum accrued to each of the Funding Transfers; interest shall be calculated and accrued on a 365-day basis for the actual number of days elapsed.
 - 10.3.2. the Parties shall additionally agree on particular terms and execute the separate agreement subject to which TokenStars will retain the Name and Likeness Rights as set forth in Clauses 13.1. and 13.2.

11. Advanced Repayment

- 11.1. TokenStars may demand the advanced repayment of the Funding Amount in the following cases:
 - 11.1.1. when Athlete uses the Funding Amount not for the Purpose of Use;
 - 11.1.2. when Athlete is in breach of any provisions of Clause 7.2.;
 - 11.1.3. when TokenStars uncovers that Athlete hides his/her Earned Income.
 - 11.2. In the cases set out in Clauses 10.2. and 11.1., Athlete shall repay the Funding Amount and pay any amounts due under this Agreement plus the fivefold amount of the Funding Amount.
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12. Exchange Rates

- 12.1. Athlete may choose one of two options of making the Repayment Transfers (the accounts will be designated by TokenStars separately):
- 12.1.1. fully in United States Dollars (USD); or
 - 12.1.2. with 5% discount for paying in ACE tokens created by TokenStars (“**Tokens**”).
- 12.2. If Athlete chooses to make Repayment Transfers in Tokens, then
- 12.2.1. the number of Tokens to be transferred shall be calculated in accordance with the formula:
Repayment Transfer amount in USD x 95% x (USD/Token exchange rate)
 - 12.2.2. USD/Token exchange rate set at the market closing of the day previous to the day of Repayment Transfer on Coinmarketcap (<https://coinmarketcap.com/>) or, when Coinmarketcap is not available, on CoinGecko (<https://www.coingecko.com/>), or Coinhills (<https://www.coinhills.com/>) shall apply.

13. Image Rights

- 13.1. Athlete agrees to provide TokenStars with the right during the term of this Agreement to use and display the Athlete’s name, image, and biography (“**Image Rights**”) on TokenStars’ website (<http://www.tokenstars.com/>), in publications, channels, promotional and publicity materials throughout the world, in connection with the business of TokenStars.
- 13.2. In case of termination of this Agreement TokenStars retains the right to publicize and mention the former Athlete’s association with TokenStars and the activities performed by Athlete during the term of such association with retaining of Image Rights for this purpose.

14. Non-exclusivity

- 14.1. Athlete acknowledges and agrees that TokenStars supports and will continue to support other amateur and professional athletes, coaches, managers, and others involved in competitive sports and has entered into agreements and may continue to enter into such agreements with such other individuals for the subject matter similar to those provided under this Agreement.

15. Confidential Information

- 15.1. Athlete may obtain access to information related to the TokenStars’ business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personal information, financial data, and proprietary information of third parties provided to TokenStars in confidence) that TokenStars considers to be confidential or proprietary or has a duty to treat as confidential, excluding such information as Athlete can demonstrate existed in the public domain as of the date of this Agreement (“**Confidential Information**”). The term Confidential Information also includes the fact of existence, facts, terms, or amount of this Agreement, and the substance of the negotiations leading to this Agreement.
- 15.2. Athlete will (a) hold all Confidential Information in strict trust and confidence; (b) not use or permit others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement; (c) without obtaining the TokenStars’ express prior written consent on a case-by-case basis or unless required to do so by law, not disclose or permit others to disclose any Confidential Information to any third party other than his personal counsel or attorney, personal accountants, or personal tax preparer, any such disclosure to such persons to be made only if the relevant person must have such information for the performance of his or her responsibilities.

16. Intellectual Property

- 16.1. TokenStars warrants and Athlete acknowledges that the Intellectual Property and all rights in, attaching to or relating to TokenStars, are owned by TokenStars and that Athlete will not make
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use of such Intellectual Property, except where permitted or required to do so in accordance with his/her obligations under this Agreement. Athlete agrees that he/she will not use the Intellectual Property in conjunction with any personal commercial arrangements of Athlete without the prior written approval of TokenStars.

17. Minors

- 17.1. If Athlete is under 18 years of age or other age of majority determined by the law of the country where Athlete lives at the date of entering into this Agreement, Athlete agrees that this Agreement is for his/her benefit and that his/her ability to receive the benefits under this Agreement are conditional on his/her parents or guardians also signing the Agreement.

18. Applicable law

- 18.1. This Agreement will be governed by and construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles (whether of the British Virgin Islands or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

19. Disputes Resolution

- 19.1. The Company and Athlete shall cooperate in good faith to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, and any non-contractual obligation or other matter arising out of or in connection with it ("**Disputes**"). If the Parties are unable to resolve a Dispute within 30 (thirty) days after a notice of such Dispute being received by either Party, such Dispute shall be finally settled in an arbitration in accordance with applicable law.

20. Notices

- 20.1. All notices, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or the day after delivery to an overnight courier service postage prepaid, or in the case of transmission by facsimile or email, when confirmation of receipt is obtained, if addressed/delivered to the other Party as set forth below:

As for TokenStars:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands

Email: tokenstars@tokenstars.com

As for Athlete:

Address: [_____]

Email: [_____]

21. Miscellaneous

- 21.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings, and arrangements, both oral and written, between TokenStars and Athlete (or any of its affiliates) with respect to such subject matter. This Agreement may not be modified in any way unless by a written instrument signed by both TokenStars and Athlete.
- 21.2. **Survival.** The provisions of Clauses 13, 15, 16, 17, 18, 19, and 21 will survive any termination of this Agreement.
- 21.3. **Severability.** Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become illegal, invalid or unenforceable under the laws of any
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jurisdiction, the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement shall not be affected thereby.

21.4. **Additional Documents.** The Parties shall execute any and all additional documents and take all appropriate actions as may be necessary to give effect to this Agreement.

21.5. **Assignment.** Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.

21.6. **Counterparts.** This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument.

21.7. **Interpretation.** In this Agreement:

21.7.1. references to "Clauses" are references to Clauses of this Agreement;

21.7.2. words in headings are for information only and shall not affect the construction of this Agreement; and

21.7.3. references to the singular include the plural and vice versa.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date set forth above.

By TokenStars

By Athlete

[]
Director
TokenStars Group Limited

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By the Athlete's parents:

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GUARANTY AND ACKNOWLEDGEMENT

We enclose with this Guaranty and Acknowledgement a fully signed copy of the Talent Support Agreement dated as of [DATE OF AGREEMENT], 2018 (“**Agreement**”), entered into by and between TokenStars Group Limited, a company registered in the British Virgin Islands with company registration number 1953160, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, the British Virgin Islands (“**TokenStars**”) on the one hand, and [ATHLETE’S DETAILS: full name, passport/ID details, registered address] (“**Athlete**”), our minor child, and us, [ATHLETE PARENTS’ DETAILS: full names, passport/ID details, registered addresses], the Athlete’s parents and guarantors.

We understand that anyone who contracts with a minor must be concerned about the minor’s right to disaffirm the contract. Accordingly, in order to include TokenStars to enter into the Agreement, we jointly and severally promise that Athlete will not disaffirm the Agreement and that upon reaching the age of majority will, at the request of TokenStars, accept, ratify, and confirm the Agreement by so notifying TokenStars in writing.

When Athlete accepts, ratifies, and confirms the Agreement, then this Guaranty and Acknowledgement shall thereupon become null and void and of no force or effect.

If Athlete does disaffirm the contract or, upon reaching the age of majority Athlete does not accept, ratify and confirm the Agreement by so notifying TokenStars in writing despite TokenStars’s request therefore, then we agree jointly and severally to pay TokenStars any amounts due and payable to TokenStars, including any penalty, pursuant to the Agreement which amounts have not been timely paid by Athlete or us.

The Athlete’s parents and guarantors:

Date: []

Date: []

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