

Texas A&M University – FaZe Clan

Agreement made February 28, 2019 between Texas A&M University (hereinafter referred to as "PURCHASER") and FaZe Clan (hereinafter referred to as "TALENT").

I. PURPOSE OF CONTRACT

PURCHASER to hire TALENT Influencers to participate in collegiate video gaming activation at South by Southwest 2019.

II. EVENT INFORMATION

Event Description: Texas A&M University hosts activation at South by Southwest 2019. Event to include esports activation and musical performances.

Event Date: Sunday March 10th, 2019

Event Location: Flemings Restaurant 320 E W 2nd Street, Austin TX 78701

III. TALENT DUTIES and SERVICES

Streamers: FaZe Nate Hill (Nate Hill) and FaZe Tennenp0 (Jason Wang) ("Influencers" or "Streamers")

Game Titles: Fortnite and Apex Legends

Approximate Broadcast Start & End Time: 4:30pm – 9:00pm

Duties:

- Each Influencer to stream (family friendly) from 4:30pm to 9:00pm (excluding regular breaks) on their own Twitch channel
- Two social posts per Streamer (Streamers to create assets)
- Tennenp0 meet and greet with Texas A&M University Esports Club
- Nate Hill meet and greet with VIP guests or select fans
- TALENT to distribute FaZe/Champion hoodies to fans
- Competition with 2 Texas A&M Esports Club students (Nate Hill and Tennenp0)
- IRL coverage of Texas A&M Power House activation (Nate Hill) (30 min)
 - General walk-through of location
 - Power to Heal: Exhibit featuring interactive Healthcare initiative focusing on structure and action of Center for Phage Technology
 - Power to Play: Educational game developed by Texas A&M (Calculus and History/Art Appreciation)
 - Power to Connect: Texas A&M Health Science Center telehealth initiative through sensor biofeedback focused on stress/anxiety reduction
 - Power to Change: Exhibit showcasing research videos
- Gameplay with musical guests (DJ CRAY) (Nate Hill)
- Tennenp0 to host Texas A&M Esports Club channel for one (1) hour after conclusion of event
 - Texas A&M Esports Hype Video (5 min)
 - Apex Club Esports Club Promo (3 min)

Mini-games (build battles, obstacle courses, and normal gameplay)

Run of Show

Time	Schedule Tennp0	Schedule Nate Hill
4:30pm - 5:00pm	Meet and Greet with TAMU Esports Students	
5:00pm - 5:30pm	Solo Stream on own Channel - Apex or Fortnite	IRL coverage of Power House
5:30pm - 6:00pm		Solo Stream on own Channel - Apex or Fortnite
6:00pm - 6:30pm		
6:30pm - 7:00pm		
7:00pm - 7:30pm	Duos competition with TAMU Esports	Duos competition with TAMU Esports
7:30pm - 8:00pm		
8:00pm - 8:30pm	Solo Stream on own Channel - Apex or Fortnite	Duos with DJ CRAY
8:30pm - 9:00pm		
9:00pm - 9:30pm	Host TAMU Esports Channel (sizzle, mini games)	Meet and Greet with VIPs + 1-2 Fans
9:30pm - 10:00pm		

Notwithstanding, Influencers shall be deemed to have fully performed under this section III as long as the each Influencer complies with all reasonable instructions from Purchaser from 4:30pm - 9:00pm on 3/10/2019.

IV. PURCHASER DUTIES and SERVICES**Purchaser Provides:**

- Travel and Hotel Accommodations including airfare, ground transportation, and hotels for 3 TALENT members (Tennp0, Nate Hill, and Manager)
- All TALENT to receive passes to South by Southwest 2019
 - Tennp0 (Jason Wang), Nate Hill, Ben Nissim, Nikhil Jayaram
- Gaming equipment including PCs, monitors, and streaming accessories (TALENT to provide own peripherals)
- Breakfast at hotel and catering provided on location

V. COMPENSATION

Fee: PURCHASER to pay TALENT \$15,000 USD (Fifteen Thousand U.S. Dollars) flat guarantee

Accommodations: In addition, Travel and Hotel Accommodations including airfare, ground transportation, and hotels for TALENT

All amounts payable to TALENT under this Agreement shall be wired to:

Account name: Faze Clan Inc

Routing #: 026009593

Account #: 4830 6507 6191

Address: 7288 Mulholland Drive, Los Angeles, CA 90068

IN WITNESS WHEREOF, the parties hereto have agreed to the terms detailed above on the day and year first above written

X

TEXAS A&M UNIVERSITY
Dean K. Endler
University Contracts Officer

8 MAR '19

X

DocuSigned by:

AECEC05E08A3422

FAZE CLAN LLC INC.

Philip Gordon

Chief Legal Officer

3/8/2019

**Performance Addendum
by and between
Texas A&M University
and
FaZe Clan, Inc.**

This Addendum is hereby made a part of and incorporated into the Agreement dated February 28, 2019 ("Agreement"), to which it is attached, between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("PURCHASER"), and FaZe Clan, Inc. ("TALENT").

1. TALENT shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which TALENT is a member or may be contractually bound. TALENT further agrees that payment of speaking and/or performing rights licenses for all material that TALENT provides to be performed under the auspices of PURCHASER is the responsibility of TALENT. TALENT shall indemnify, hold harmless, and defend PURCHASER, its officers or employees, from and against any and all claims or suits that may be made or brought against TALENT for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material provided by TALENT and performed under the Agreement.
2. *FORCE MAJEURE*: The Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event that the performance of TALENT should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the Agreement and the Agreement will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone to PURCHASER's Marketing & Communications Project Director, Rebecca Watts (telephone: (979) 845-4693), followed immediately by an email to rwatts@tamu.edu of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
3. If a material breach by TALENT of any provision of the Agreement, for any reason other than a *force majeure* as set out in Item #2 above, directly results in the agreed performance not occurring, TALENT agrees to reimburse PURCHASER for any and all documented third party out-of-pocket expenses which are incurred directly in connection with the agreed performance, which may include but not be limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the contracted performance date.
4. If consumption of intoxicating beverages, narcotics, or other illegal substances renders TALENT, or its employees, agents, or representatives, incapable of fulfilling the terms and conditions outlined in the Agreement, PURCHASER may cancel the Agreement without liability on the part of PURCHASER.
5. TALENT agrees to provide PURCHASER's representative with exact information regarding method and time of arrival in College Station, Texas, as soon as reasonably practical prior to starting time of performance. The staff representative for this event is Rebecca Watts, who may be reached at (979) 845-4693.
6. TALENT shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated and retained by PURCHASER for remittance. PURCHASER will also retain 25% of Gross Sales, Gross Sales defined as total less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by PURCHASER representatives and settlement will occur immediately after inventory check out is finished. PURCHASER representatives will not sell merchandise.
7. TALENT grants PURCHASER permission to use the name and photo of TALENT that is provided to PURCHASER for such purpose in all event promotions solely until the event takes place.

8. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted, but may not be used for any purpose without TALENT's prior written approval. It is the responsibility of TALENT to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs taken or authorized by TALENT are being taken.
9. TALENT hereby grants permission for PURCHASER to tape record and/or videotape performance for non-commercial purposes, provided that any usage of such footage must be preapproved in writing by TALENT. The tape(s) will remain the property of PURCHASER.
10. It is understood and agreed that TALENT will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from PURCHASER.
11. It is understood and agreed that nothing contained in the Agreement shall require PURCHASER to violate Texas A&M University rules, or any state or federal laws or regulations, including but not limited to the Public Information Act under *Texas Government Code*, Chapter 552. Upon PURCHASER's written request, TALENT will provide specific public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to PURCHASER in a non-proprietary format acceptable to PURCHASER. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which PURCHASER has a right of access. TALENT acknowledges that PURCHASER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
12. By executing and/or accepting the Agreement, TALENT and each person signing on behalf of TALENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by PURCHASER or TAMUS, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
13. As a department of a public institution of the State of Texas, PURCHASER is not authorized to make advance payments of any nature including, but not limited to, deposits.
14. PURCHASER will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
15. PURCHASER, as an administrative entity of the Texas state government, is tax exempt.
16. TALENT acknowledges that, because PURCHASER is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of PURCHASER or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of PURCHASER is provided by PURCHASER as mandated by the provisions of Chapter 502, *Texas Labor Code*. PURCHASER shall have the right, at its option, to (a) obtain liability insurance protecting PURCHASER and its employees and property insurance protecting PURCHASER's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by PURCHASER as a result of its operations under the Agreement.
17. As an administrative entity of the State of Texas, PURCHASER is not authorized to indemnify any party with which PURCHASER contracts.

18. TALENT shall hold harmless PURCHASER, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of TALENT or its employees, agents, or representatives. To the extent permitted by applicable law, in no event will either party be liable to the other for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with the Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the party has been advised of the possibility of such loss or damage. The foregoing limitations will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose. Notwithstanding anything to the contrary contained herein and to the extent permitted by applicable law, TALENT's aggregate liability under this Agreement shall under no circumstances exceed the payments which Talent received or is entitled to receive under the Agreement.
19. Whereas the State of Texas is a "Right to Work" state and PURCHASER is an administrative entity of the state acting under color of state law, PURCHASER cannot require union membership as a prerequisite for employment.
20. In signing the Agreement and this Addendum, PURCHASER does so as sponsor of the performance and not as employer, producer, or operator.
21. PURCHASER will not be liable to TALENT for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of PURCHASER. Any such claim shall be limited as determined by State of Texas statute.
22. TALENT must notify PURCHASER of any and all "Sponsors" or "Underwriters" or any entity other than TALENT who is receiving promotional consideration from TALENT. PURCHASER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to PURCHASER's goals.
23. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PURCHASER and TALENT to attempt to resolve any claim for breach of contract made by TALENT that cannot be resolved in the ordinary course of business. TALENT shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of PURCHASER, who shall examine TALENT's claim and any counterclaim and negotiate with TALENT in an effort to resolve the claim.
24. Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
25. Pursuant to Section 2252.903, *Texas Government Code*, TALENT agrees that any payments owing to TALENT under the Agreement may be applied directly toward certain debts or delinquencies that TALENT owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
26. If TALENT is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then TALENT certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that TALENT is exempt from the payment of franchise (margin) taxes.
27. TALENT understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. TALENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including

without limitation, providing all records requested. TALENT will include this provision in all contracts with permitted subcontractors.

28. TALENT expressly acknowledges that PURCHASER is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by PURCHASER of its right to claim such exemptions, privileges, and immunities as may be provided by law.
29. Pursuant to Chapter 2270, *Texas Government Code*, TALENT certifies TALENT (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of the Agreement. TALENT acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
30. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, TALENT certifies TALENT is not engaged in business with Iran, Sudan, or a foreign terrorist organization. TALENT acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
31. The Agreement and this Addendum contain the entire understanding of the parties and shall be amended or modified only in writing by TALENT and PURCHASER. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the State of Texas.
32. In the event of any conflict or ambiguity between any part of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall in all respect govern and control.

Signatories to this Addendum agree that they are duly authorized representatives of the parties to the Agreement.

ACCEPTED AND AGREED:

FOR: TEXAS A&M UNIVERSITY

FOR: FaZe Clan, Inc.
1800 Vine Street
Los Angeles, CA 90028
contact@fazeclan.com

FEIN: _____

BY: _____

Signature

NAME: Dean K. Endler

TITLE: University Contracts Officer

DATE: 8 MAR '19

BY: _____

Signature

NAME: Philip Gordon

TITLE: Chief Legal Officer

DATE: 3/8/2019