SCCG Influencer Academy

"“Redefining Possibilities in Gaming with Brand Influence and IP”

Management Agreement

MANAGEMENT AGREEMENT

This Client Management Agreement ("Agreement") is made and entered into on XXXXXXXX, by and between SCCG LLC (“SCCG” or "Academy") and XXXXXXX. ("Client"). Collectively, the "Parties."
Whereas SCCG LLC, a advisory and consultancy firm that provides management, strategic consultancy, and representation services, agrees to manage and promote Client’s career solely within the gaming industry; and whereas Client desires to engage the Academy to provide management and related services on an independent contractor basis; the Parties agree as follows:

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1. **"Academy"**: Refers to SCCG LLC, acting as the exclusive representative and manager of the Client for the services described in this Agreement.
2. **"Agreement"**: Refers to this Management Agreement, including all exhibits, amendments, and addenda thereto.
3. **"Client"**: Refers to XXXXXX., the person being represented and managed by the Academy under this Agreement.
4. **"Gross Compensation"**: Refers to the total amount of all fees, payments, or consideration earned by the Client from any engagement, performance, endorsement, sponsorship, or any other deal secured by the Academy, before any deductions for expenses, taxes, commissions, or fees.
5. **"Intellectual Property (IP)"**: Refers to any original creations or content owned or controlled by the Client, including but not limited to games, digital assets, online content, trademarks, copyrights, patents, characters, names, likenesses, and other intangible assets that may be licensed, distributed, or monetized. The IP specifically excludes all items related to Cash Money Records or its affiliates
6. **"Engagement"**: Refers to any job, contract, deal, or arrangement secured by the Academy for the Client, including performances, media appearances, commercials, endorsements, sponsorships, licensing agreements, and any other professional opportunities.
7. **"Management Fee"**: Refers to the percentage of gross compensation that the Client agrees to pay to the Academy for its services, as outlined in Section 4 of this Agreement.
8. **"Royalties"**: Refers to ongoing payments received by the Client for the use, licensing, or distribution of their intellectual property, including but not limited to game sales, streaming revenue, in-game purchases, licensing of music, and other IP-related revenues.
9. **"Tail Period"**: Refers to the period following the termination or expiration of this Agreement, during which the Academy is still entitled to receive management fees on deals or engagements that were initiated, negotiated, or substantially completed during the Term, as outlined in Section 2 of this Agreement.

10. **"Term"**: Refers to the duration of this Agreement, as defined in Section 1, which begins on the Effective Date and continues until the End Date, unless terminated earlier by either Party under the terms of the Agreement.
11. **"Effective Date"**: Refers to the date on which this Agreement becomes effective, as specified in Section 1 of this Agreement.
12. **"Equity Stake"**: Refers to an ownership interest granted to the Academy in the Client's intellectual property or business ventures, as outlined in Section 4.6 of this Agreement.
13. **"Merchandising"**: Refers to the sale or licensing of products featuring the Client's name, likeness, or branding, including but not limited to clothing, accessories, toys, and digital goods.
14. **"Licensing"**: Refers to the authorization granted by the Client to third parties to use their intellectual property for a specific purpose, such as in games, merchandise, or media, in exchange for royalties or other compensation.
15. **"Sponsorship"**: Refers to financial or in-kind support provided by a company or individual to the Client in exchange for brand promotion, endorsements, or other forms of exposure.
16. **"Streaming Platform"**: Refers to online services that allow the Client to broadcast or share live or recorded content, such as Twitch, YouTube, or other similar platforms.
17. **"Ancillary Rights"**: Refers to secondary rights or benefits related to the Client's primary engagement or intellectual property, such as merchandising, publishing, live event appearances, or the use of the Client's likeness in other media.
18. **"Microtransactions"**: Refers to small purchases made by users within a game or digital content, such as in-game currency, character skins, or other virtual items, that generate ongoing revenue for the Client.
19. **"Gaming"**: Gaming": Refers to all forms of interactive entertainment, gambling-related activities, and casino operations, including but not limited to:

    - Video Games: Games developed for consoles, PCs, mobile devices, virtual reality (VR), and augmented reality (AR) platforms, including single-player, multiplayer, online, and competitive gaming experiences.
    - Online Gaming: Games played over the internet, including but not limited to massively multiplayer online games (MMOs), battle royale games, casual games, social games, mobile games, and cloud-based gaming services.
    - Esports: Competitive gaming events, tournaments, leagues, and organized competitions involving professional or amateur players, either individually or in teams.
    - iGaming: Online gambling, including casino-style games such as poker, slots, blackjack, roulette, baccarat, craps, and other table games played for real money or prizes via digital platforms.
    - Social Casino Gaming: Online games that simulate casino gaming, such as poker, slots, blackjack, and other table games, where players can engage without wagering real money but may purchase virtual currency, tokens, or other items.
    - Fantasy Sports: Games where participants assemble virtual teams of real players from professional sports leagues and compete based on the statistical performance of those players in actual games, including both paid and free-to-play formats.
    - Skill-Based Gaming: Games that require skill, dexterity, or strategy to win, often involving competitions or tournaments with real or virtual currency or prizes at stake. This includes skill-based games found in casinos or on digital platforms.
    - Casino Gaming: All forms of gaming conducted in a casino environment, including:
    - Slot Machines: Traditional and video slots, electronic gaming machines, and progressive jackpots.
    - Table Games: Games such as blackjack, roulette, baccarat, craps, poker variants, and other card or dice games typically offered in casinos.
    - Electronic Table Games (ETGs): Digital versions of table games operated on electronic gaming platforms within casinos.

- Live Dealer Games: Online or in-person table games operated by a live dealer and streamed or presented to participants in real-time.
- Sports Betting: The act of placing wagers on the outcome of sporting events, including but not limited to traditional sports (e.g., football, basketball, horse racing) and esports, either in physical sportsbooks or through online platforms.
- Virtual Goods and Microtransactions: In-game purchases of virtual items, skins, avatars, weapons, or other digital assets that enhance or personalize the gaming experience.
- Blockchain Gaming and NFTs: Games that utilize blockchain technology, allowing for the creation, exchange, and ownership of digital assets such as Non-Fungible Tokens (NFTs) and cryptocurrencies, often used in gaming ecosystems.
- Lottery and Sweepstakes: Any game of chance, lottery, or sweepstakes conducted digitally or in a physical environment, where participants purchase entries or compete for prizes based on random drawing or outcome.
- Pari-Mutuel Betting: A form of wagering in which all bets of a particular type are placed together in a pool and payoff odds are calculated by sharing the pool among all winning bets, commonly used in horse racing, dog racing, and other forms of track betting.
- Casino Management and Operations: The administrative, financial, and operational aspects of running a casino, including player loyalty programs, VIP management, marketing, and compliance with legal and regulatory frameworks.
- Interactive and Mobile Casino Gaming: Casino-style games available on mobile devices or through web-based platforms, including live dealer games, virtual reality (VR) casino experiences, and remote gaming opportunities.

1. Term

The term of this Agreement ("Term") shall commence on XXXXXXX , and shall continue through XXXXXXX unless extended by the mutual agreement of both Parties, which extension shall be documented by a written amendment to this Agreement.

2. Tail Period

Notwithstanding the termination or expiration of this Agreement, for a period of eighteen (18) months immediately following such termination or expiration ("Tail Period"), any obligations, transactions, or deals initiated, introduced, or substantially negotiated during the Term of this Agreement but consummated or finalized within the Tail Period shall be treated as if finalized during the Term and shall entitle the entitled Party to any corresponding compensation, rights, or benefits. The responsible Party shall notify the other Party in writing within thirty (30) days of the consummation or finalization of any deals during the Tail Period.

3. Academy Services

The Academy agrees to provide Client management services on a non-exclusive basis as described in EXHIBIT B: Statement of Work ("SOW"), including but not limited to:
- Client Representation: Acting as Client’s non-exclusive representative in connection with securing professional engagements solely relating to the gaming.
- Negotiation of Engagements: Negotiating agreements and endorsements in coordination with Client’s other representatives, including, without limitation, Client’s attorneys, for commercial engagements, including but not limited to media appearances, commercials, sponsorships, and product endorsements.
- Advisory Services: Providing management services including guidance, networking, brand positioning, and contract review solely as it relates to gaming.

- Influencer Services: Providing strategic guidance on screening, training, media kits, campaign packaging, approvals, reporting, and media amplification..

The Academy shall not be held responsible for the final terms of contractual relationships between Client and its clients. The Academy acknowledges and agrees that it has no authority, apparent authority, or implied authority to bind Client and shall not represent to any third party that it has such authority.

Academy will be an advisor to Client throughout the process and will be compensated for its services for the Client. Academy shall not reveal or disclose any Client confidential information to any third party, including, but not limited to any Partners. Academy's services shall not include any legal, tax, or accounting services. Academy shall perform the services diligently and in good faith and will devote all such time and energy as is reasonably required to perform such services. Academy represents and warrants that it and its officers individually will adhere to the terms of this Agreement and will perform their duties under this Agreement in a manner consistent with Client's instructions.

Client shall have sole and complete discretion as to (i) whether to engage in discussions with any particular Partner and (ii) the contractual terms of any relationship or transaction between Client and the Partner. Academy shall not be held responsible for the final terms of any contractual relationships between Client and any Partner.

4. Standard Management Fee

In consideration for services provided by the Academy, the Client agrees to pay the Academy a management fee of 25% of the gross compensation earned from all initial contracts, licensing agreements, and distribution deals secured by the Academy during the Term. This includes, but is not limited to, fees from:

- Initial game development contracts
- Licensing of intellectual property (IP) related to games
- Brand partnerships or sponsorship agreements in the gaming industry
- Publishing deals for digital and brick and mortar content or games
- Merchandising deals tied to the Client's brand, likeness, or IP solely as they relate to the gaming industry

5. Client Obligations

Client agrees to:

- Cooperate with the Academy in good faith to secure engagements and to follow Academy advice related to professional opportunities in the gaming industry.
- Not enter into any agreements in the gaming without consulting the Academy.
- Provide Academy with necessary materials to aid in promotion and securing of engagements.

5.1 Creator Minimum Deliverables

Client agrees, as a condition of participation in the SCCG Creator Network & Academy, to provide the following minimum deliverables unless otherwise approved in writing by Academy:

- Two (2) dedicated posts per month
- Four (4) story mentions per month

- One (1) short-form video or reel per month
- One (1) SCCG repost or ecosystem support post per month
- Participation in at least one (1) SCCG activation, event, or campaign per calendar quarter
- One (1) pre-event post and one (1) recap post for each applicable activation
- Updated media kit materials and audience analytics on a quarterly basis
- Responses to Academy opportunities and requests within forty-eight (48) hours
- Compliance with Academy disclosure, approval, reporting, and post-campaign performance metric requirements

6. Compensation and Payment Terms

6.1 Management Fee

The management fee of 25% shall be calculated based on gross revenue from all contracts and engagements secured by the Academy during the Term.

6.2 Ongoing Revenue from Royalties and IP Monetization

For ongoing revenue streams generated by intellectual property (IP) during the Term and the Tail Period, such as royalties, in-game purchases, or recurring revenue from licensing agreements, the Client agrees to pay the Academy a management fee of 25% of the gross revenue. This includes, but is not limited to:

Royalties from game sales or online content distribution

- Microtransactions and in-game purchases
- Subscription revenue or platform fees from streaming or online gaming services
- Revenue from digital advertisements linked to the Client's IP
- Ongoing revenue from digital assets or NFTs (Non-Fungible Tokens) tied to the Client's IP or digital creations

6.3 Platform Partnerships, Subscription Models, and Streaming

For partnerships with digital platforms, including but not limited to streaming services, online gaming networks, and subscription-based services, the Client agrees to pay the Academy a management fee of 25% of the gross revenue generated from these partnerships. This includes, but is not limited to:

- Streaming deals for, gameplay,
- Subscription-based gaming services

6.4 Merchandising, Licensing, and Ancillary Rights

In consideration for services provided by the Academy, the Client agrees to pay the Academy a management fee of 25% of the gross compensation earned from all merchandising, licensing, and ancillary rights related to gaming and casino activities. This includes, but is not limited to:

- Gaming Merchandising: Revenue generated from the sale of branded merchandise related to gaming content, including clothing, accessories, toys, collectibles, and physical or digital memorabilia tied to the Client's image, likeness, or intellectual property in the gaming and casino industries. Branded merchandise linked to specific games, characters, or in-game items that are associated with the Client, including limited edition releases and exclusive game-themed merchandise.

- Licensing of Casino and Gaming Intellectual Property (IP): Revenue generated from licensing the Client's intellectual property (IP) for use in gaming, casino-related media, or promotional activities, including use in video games, casino games. Licensing deals for the Client's name, image, or likeness for use in online or physical casino promotions, game branding, virtual reality casino environments, or esports tournaments tied to gaming and casino themes.

- Digital and Virtual Goods: Revenue from the sale or licensing of digital goods related to the casino and gaming industry, including in-game items, skins, avatars, and virtual casino assets that feature the Client's branding or IP.

- Earnings from NFTs (Non-Fungible Tokens) or blockchain-based assets that involve the Client or are used in gaming and casino-related virtual environments.

- Ancillary Rights Related to Casino and Gaming Activities: Revenue from rights tied to ancillary gaming activities such as in-person appearances, endorsements for gaming platforms or casino-related events, or hosting of live casino games (e.g., live dealer appearances, virtual game hosting, or branded casino tournaments). Licensing of the Client's image or likeness for use in casino marketing campaigns, including advertising, online casino games, or casino loyalty programs.

- Branded Casino Experiences: Earnings from the creation or licensing of branded casino experiences, such as custom table games, slot machines, or interactive casino events featuring the Client's image, voice, or branding. Revenue from immersive gaming environments, such as virtual reality casinos or augmented reality gaming experiences, where the Client's likeness or intellectual property is used.

6.5 Esports and Tournament Participation

For deals related to esports, tournaments, or competitive gaming, the Client agrees to pay the Academy a management fee of 25% on any earnings, sponsorships, or appearance fees. This includes:

- Esports team contracts or participation in professional gaming leagues
- Tournament prize money and associated sponsorships
- Endorsements or appearances tied to competitive gaming events

6.7 Payment Terms

All payments due to the Academy under this Agreement shall be paid within 10 business days of the Client receiving compensation for the engagement or revenue stream. The Client agrees to instruct third parties to remit payments directly to the Academy, which will then deduct its management fee and forward the remaining balance to the Client; provided that failure to do so shall be a breach of this Agreement.

7. Commercial Endorsements and Sponsorships

In consideration for services provided by the Academy, the Client agrees to pay the Academy a management fee of 25% of the gross compensation earned from all commercial endorsement and sponsorship deals related to **"Gaming".** This includes, but is not limited to:

- Casino and Sportsbook Brand Endorsements
- Content Creator Partnerships
- Digital Campaigns
- Casino Sponsorships
- In-Casino Promotions
- Casino Experience Endorsements
- Sportsbook Sponsorships
- Betting Content Sponsorships
- In-Game Sponsorships
- Technology Partnerships
- Casino Gaming Systems
- Exclusive Casino Experiences
- Branded VIP Experiences
- Cross-Channel Promotions for Casino and Sports Betting

8. Confidentiality

Except with respect to each Party's representatives, both Parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement, including but not limited to contracts, compensation, business dealings, and personal information. This obligation shall survive the termination or expiration of this Agreement for a period of two (2) years.

9. Indemnification

Client agrees to defend, indemnify, and hold harmless Academy and its officers, employees, and agents from any and all loss, damage, liability, and attorneys' fees arising out of or related to services provided under this Agreement, except in cases of Academy's gross negligence or willful misconduct.

10. Independent Contractor

The Academy is an independent contractor. This Agreement shall not be construed to create any partnership, joint venture, employment, or Academy relationship between the Parties. The Academy will be responsible for its own expenses including office, travel, taxes, and benefits.

11. Violations of Law

Both Parties agree to comply with all applicable laws, regulations, and ordinances. Each Party shall be solely responsible for its own violations of any such laws, including any associated legal fees.

12. Third-Party Contacts

If Academy is contacted by members of the media seeking information about Client, Academy shall decline to comment and refer inquiries to Client. Any regulatory inquiries shall be referred directly to Client for response.

13. Notices

Client is to deliver any notices to Contractor to Stephen Crystal via email to stephen.crystal@sccgmanagement.com. Contractor is to deliver any notices to Client via email.

14.Other Parties.

Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement

15. Assignment

Neither Party may assign this Agreement or any rights under it without the express written permission of the other Party. Any attempt to assign without consent shall be null and void. This Agreement shall bind and benefit the Parties' successors and permitted assigns.

16. Publicity and Disclosure

Academy shall have the right to publicize its relationship with Client. Such publicity may include case studies, press releases, articles, speeches, and marketing materials. However, Academy shall obtain written consent from Client before releasing any proprietary information related to services provided under this Agreement.

17. Entire Agreement

This Agreement constitutes the complete and exclusive understanding of the Parties with respect to its subject matter and supersedes all prior agreements. No modifications or amendments shall be binding unless in writing and signed by both Parties.

18. Force Majeure

1. "Force Majeure Event" shall mean any event, circumstance, or occurrence beyond the reasonable control of the affected party, including, but not limited to: acts of God; natural disasters; extreme weather conditions; pandemics, epidemics or other public health emergencies; national or regional emergencies; acts of terrorism; war; civil unrest or riots; labor strikes, lockouts or other industrial actions; embargoes, trade restrictions or government-imposed sanctions; cyber-attacks; failure or interruption of utilities or telecommunications networks; or any laws, regulations, or ordinances passed by any governmental authority in response to any of the foregoing. (b) Suspension of Performance. Neither party shall be held liable or responsible for any failure or delay in performance under this Agreement (except for payment obligations) if such failure or delay is caused, directly or indirectly, by a Force Majeure Event, provided that the affected party promptly notifies the other party in writing of the occurrence of the Force Majeure Event and provides a reasonable explanation of the anticipated extent and duration of the impact on its performance. (c) Mitigation Efforts. The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume full performance of its obligations under this Agreement as soon as practicable. (d) Termination Right. If the Force Majeure Event prevents, hinders, or delays performance of this Agreement for a continuous period of more than three (3) months, either party may terminate this Agreement by providing written notice to the

other party. In the event of such termination, the parties shall work together in good faith to settle any outstanding fees, expenses, or other amounts owed, and to wind down any ongoing projects or services, as appropriate. (e) Survival. The provisions of this Section shall survive the termination or expiration of this Agreement for any reason.

19. Governing Law

This Agreement, including any Exhibits, shall be governed by and construed, and the legal relations between the parties shall be determined, in accordance with the laws of the State of Nevada, without giving effect to the principles of conflicts of laws. The parties shall have an obligation to first exhaust arbitration before commencing other legal proceedings. This agreement contains the entire agreement between us and supersedes all prior understandings and negotiations, oral and written, and constitutes the entire understanding between the parties on this subject. No waiver, modification, or amendment to this Agreement shall be binding upon the parties unless it is in writing signed by an authorized representative of the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year first written above.

Client
Signature: ____________________________
Name: XXXXXXXXXXXX
Date: _________________________________

SCCG LLC
Signature: ____________________________
Name: Stephen A. Crystal
Title: CEO
Date: _________________________________

EXHIBIT A: Indemnification Agreement

Client, ("we," "our," "us" or the "Company"), hereby agrees to indemnify Academy, its affiliates, and each of their respective members, officers, directors, agents, employees and controlling persons (each of the foregoing, including Academy, an "Indemnified Person") and to hold each Indemnified Person harmless from and against any and all losses, claims, damages, expenses (including reasonable fees, disbursements and other charges of counsel, all of which shall be payable quarterly as they are incurred), whether joint or several (all of the foregoing, "Liabilities"), to which any Indemnified Person may become liable or subject, directly or indirectly, based upon, relating to or arising out of the engagement agreement to which this Indemnification Agreement is attached (the "Engagement Agreement") or any Indemnified Person's role therein; provided, however, that we shall not be liable under this paragraph to the extent it is finally judicially determined by a court of competent jurisdiction that such Liabilities resulted primarily from the willful misconduct or gross negligence of the Indemnified Person seeking indemnification.

We also agree to reimburse each Indemnified Person immediately upon request for all expenses (including reasonable fees, disbursements and other charges of counsel) quarterly as they are incurred in connection with the investigation of, preparation for, defense of, or provision of evidence in, any action (including actions brought by us or our equity holders or derivative actions brought by any person claiming through us or in our name), claim, suit, arbitration, proceeding or investigation, whether formal or informal, directly or indirectly, relating to or arising out of, the Engagement Agreement or any Indemnified Person's role therein, whether or not pending or threatened and whether or not any Indemnified Person is a party to such proceeding.

We further agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort or otherwise) to us or anyone claiming through us or in our name or right, directly or indirectly, in connection with (i) advice or services rendered or to be rendered by any Indemnified Person pursuant to the Engagement Agreement; (ii) the transactions contemplated by the Engagement Agreement or (iii) any Indemnified Person's actions or inactions in connection with any such advice, services or transactions except to the extent that it is finally judicially determined by a court of competent jurisdiction that such Liabilities resulted primarily from the willful misconduct or gross negligence of the relevant Indemnified Person. In no event will any Indemnified Person be liable or obligated in any manner for any consequential, exemplary or punitive damages or lost profits arising out of the Engagement Agreement or any services provided thereunder and the Company agrees not to seek or claim any such damages or lost profits in any circumstances.

If for any reason the foregoing indemnification and/or reimbursement is unavailable to any Indemnified Person or insufficient to hold it harmless, then we will contribute to the amount paid or payable by such Indemnified Person as a result of such Liabilities in such proportion as is appropriate to reflect the relative benefits to the Company on the one hand and Academy on the other hand in connection with the transaction to which such indemnification or reimbursement relates or if such allocation is not available, in such proportion as is appropriate to reflect not only the relative benefits, but also the relative fault of the PARTIES as well as any other relevant equitable considerations, provided, however, that in no event shall the aggregate amount to be contributed by all Indemnified Persons exceed the fees actually received by Academy under the Engagement Agreement.

We will not, without the prior written consent of Academy, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise or consent includes a full and unconditional release satisfactory to Academy of Academy and each other Indemnified Person from all liability arising or that may arise out of such claim, action or proceeding and the PARTIES agree that the terms of such settlement, compromise and consent shall remain confidential.

The rights accorded to Indemnified Persons hereunder shall be in addition to any rights that any Indemnified Person may have at common law, by separate agreement or otherwise. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision of this agreement, which shall remain in full force and effect. Each Indemnified Person is an intended beneficiary hereunder. The foregoing Indemnification Agreement shall remain in effect indefinitely notwithstanding.