

**2019 WORLD SERIES OF POKER®
TRADEMARK LICENSE AGREEMENT
FOR PRIZE PROMOTIONS**

This 2019 World Series of Poker Trademark License Agreement (“Agreement”) is made as of _____, 201__ (the “Effective Date”) by and between Caesars Interactive Entertainment, LLC, a Delaware limited liability company, (hereinafter referred to as “Licensor”) and the undersigned entity (hereinafter referred to as “Licensee”). The terms of this Agreement include, and incorporate by this reference, the terms and conditions attached hereto (the “Terms and Conditions”). In consideration of the rights and benefits each will be receiving under this Agreement, Licensor and Licensee (each a “Party” and together, the “Parties”), agree to the terms of this Agreement. All capitalized words not otherwise defined above shall have the meanings given to them in the attached Terms and Conditions.

Licensor is the owner of the trademarks and other rights associated with the World Series of Poker (also known as the WSOP). Licensee desires to enter into this Agreement with Licensor in order to conduct a World Series of Poker Promotion utilizing Licensor’s trademarks licensed pursuant to the terms of this Agreement. Licensee acknowledges and agrees that this Agreement will not be effective until the date Licensor executes a copy of this Agreement and delivers it to Licensee. **Licensee has no right to use the licensed trademarks until this Agreement is approved and executed by Licensor and applicable payment(s) have been made to Licensor.** Licensor reserves the right, in its sole discretion, to reject and refuse Licensee’s submission of this Agreement for execution by Licensor.

| | |
|-----------------------|-------|
| Licensee Company Name | _____ |
| Site Address | _____ |
| Address | _____ |
| City, State, ZIP Code | _____ |
| Contact Name | _____ |
| E-mail address | _____ |
| Telephone | _____ |

Circuit Event Tournament Date(s): _____

Name and address of Circuit Event Facility: _____

Description of Circuit Event Structure: _____

Corporate address if different than above: _____

| Agreed and accepted by Licensee: | Approved and accepted by Licensor: |
|----------------------------------|------------------------------------|
| Signature: _____ | Signature _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Licensee must email this first page of the Agreement for Licensor’s approval to the attention of Ty Stewart at tystewart@caesars.com.

**2019 WORLD SERIES OF POKER®
TRADEMARK LICENSE AGREEMENT
FOR PRIZE PROMOTIONS
Terms and Conditions**

1. DEFINITIONS

The following terms shall be defined as set forth below:

(a) "Main Event" means the last WSOP event scheduled in July 2019 for a \$10,000 no limit hold'em event, with a delayed final table scheduled for November 2019.

(b) "Materials" means the printed and online materials incorporating the Property used solely to market, advertise, publicize or otherwise promote the Promotion.

(c) "Property" means the World Series of Poker related trademarks designated by Licensor on **Exhibit A**, attached hereto and incorporated herein by this reference, for use in accordance with the terms of this Agreement, as it may be amended from time to time during the Term.

(d) "Promotion" means the specific promotion or drawing described on page one to be conducted by Licensee on the Promotion Dates, in which the winning entrant wins a Seat in Licensor's sanctioned World Series of Poker tournament, that has been paid for by Licensee.

(e) "Seat" means registered entry into Licensor's sanctioned World Series of Poker Tournament awarded to a winner of a Promotion.

(f) "Site" shall mean the single location at the address listed on page one of this Agreement where the Promotion is held, provided that such site cannot be located within a seventy-five (75) mile radius of any location at which Caesars Entertainment Corporation ("Caesars") or a Caesars affiliate operates.

(g) "Term" shall have the meaning provided in Paragraph 9.1.

(h) "Website" means the Licensor operated website located at www.wsop.com or such other website as designated by Licensor to Licensee from time to time during the Term.

2. TERMS OF LICENSE

2.1 Subject to the terms, conditions and limitations set forth in this Agreement and payment in full of the license fees set forth in Section 3 and solely to the extent Licensor has such rights, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, nontransferable, limited license, without the right of sublicense, to use the Property and Materials only for the purpose of advertising, promoting and conducting the Promotion on the Promotion Dates at the Site, in accordance with the terms of this Agreement, the Trademark Usage Guidelines on the Website as may be updated from time to time, and the Caesars Marketing Code of Commitment available on <http://caesarscorporate.com/about-caesars/responsible-gaming/marketing-advertising-code/>, as may be updated from time to time (the "Marketing Code"). No additional rights outside of this express license grant shall be inferred or flow to Licensee.

2.2 Subject to the limited rights granted herein, Licensor retains and reserves unto itself all rights, title, interest and ownership in and to the Property. Licensee acknowledges and agrees that it shall acquire no ownership rights to the Property by virtue of this Agreement or otherwise, that all uses by

Licensee of Property shall inure to the benefit of Licensor, and that Licensee will execute all documents reasonably requested by Licensor to evidence such ownership rights.

2.3 Licensee acknowledges and agrees that the foregoing license does not grant Licensee the right to (a) use the Property for the manufacture, production, creation, or distribution (by sale or otherwise) of any promotional products, goods, premiums or merchandise; (b) register or own any Internet domain name, trademark, copyright search engine keyword, social media username or other intellectual property that contains any Property or portion thereof; or (c) conduct a Promotion at a Site that is within a seventy-five (75) mile radius of any location at which Caesars or a Caesars affiliate operates ("Prohibited Site"). Notwithstanding the foregoing, Licensee may purchase promotional products, goods, premiums or merchandise via the Website for resale during the Promotion, subject to the purchase terms and conditions set forth on the Website.

2.4 Subject to the terms, conditions and limitations of this Agreement, and Licensor's prior approval of all uses of the Property and Materials, Licensee shall be entitled to use the Property and Materials in accordance with the terms herein, provided that Licensee agrees: (i) not to use the Property in a descriptive or generic manner; (ii) not to create a unitary composite mark involving any part of the Property; (iii) to display symbols and notices clearly and sufficiently indicating the trademark status and ownership of the Property in accordance with applicable trademark law and practice. Licensee acknowledges the ownership right of Licensor in the Property and agrees that Licensee's utilization of the Property will not create in it, nor will Licensee represent it has, any right, title, or interest in or to such Property other than the license expressly granted herein. Licensee agrees not to do anything contesting or impairing the trademark rights of the Property. Licensee agrees that the nature and quality of the Promotion conducted pursuant to the Agreement will conform to quality standards set by Licensor for use of its trademarks. Licensee will not issue any public statements or commit any acts or omissions that are derogatory to Licensor or the Property, and Licensee's use of the Property or conduct of a Promotion shall in no manner degrade, tarnish or otherwise reflect adversely on the Property or Licensor. Should Licensor determine, in its sole discretion, that Licensee or any of its directors, officers, employees, agents, designees, or contractors, have acted or failed to act in a manner that may result in negative publicity for Licensor or its parent, affiliated or subsidiary companies, and/or any of their officers, directors, or employees, then Licensor shall have the right to terminate this Agreement immediately with no liability or further obligations to Licensee. Licensee will comply with all applicable laws, regulations, and customs and obtain any required government approvals pertaining to use of the Property.

2.5 Licensee agrees that it will take all actions and execute all documents necessary or desirable to vest in Licensor ownership and title in any part of the Property. If Licensee is deemed, in law, to own any mark or property that should qualify as the Property, then Licensee shall assign all such rights in the mark or property (including any related registrations) to Licensor at no charge.

2.6 Licensee agrees to cooperate to the extent reasonably requested by Licensor to stop any infringement of the Property or act of unfair competition relating to the Property and, if so requested by Licensor, shall join with Licensor as a party to any action brought by Licensor for such purpose. Licensor shall have the exclusive right, exercisable at its discretion, to institute and to have full control over any action taken, including without limitation, the right to select counsel, to settle on any terms it deems advisable in its discretion, to appeal any adverse decision rendered in any court, to discontinue any action taken by it, and otherwise to make any decision in respect thereto as it in its discretion deems advisable. Licensee shall have no right to take or to require Licensor to take any action against any alleged infringer of, or to prevent infringement of, the Property or trademark or copyright or any other protection or other right pertaining thereto, or to take any action regarding the potential breach of the intellectual property rights in and to the Property in connection with the foregoing.

2.7 Licensee acknowledges and agrees that the license grant in Section 2.1 is limited to the specific Promotion described on page one of this Agreement. If Licensee wishes to conduct an additional promotion, it must enter into separate license agreement for such promotion.

2.8 Licensee acknowledges and agrees that any unauthorized use of the Property other than in accordance with the terms of this Agreement may result in irreparable harm to Licensor for which remedies other than injunctive relief may be inadequate, and that Licensor may seek from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts without posting bond, in addition to other appropriate remedies.

2.9 Upon approval of this Agreement by Licensor and receipt of fees as set forth in Section 3, Licensor will provide to Licensee in electronic format the fully-executed first page of this License Agreement and reproduction quality Property.

3. LICENSE FEES

3.1 The license fee is equal to the Seat entry fee for the number of Seats in each event category at the 2019 World Series of Poker (the "Event" or "Events") that Licensee purchases from Licensor for the Promotion, but in no event shall be less than the Ten Thousand Dollars (\$10,000.00) registration fee for one (1) Seat in the Main Event. The license fee is non-refundable regardless of whether the winner of a Seat through the Promotion actually plays in the Event. Licensee must pay the license fee no later than five (5) business days from the start of any Event for which a Seat is awarded.

3.2 Licensee shall also pay a non-refundable application fee of Five Hundred Dollars (\$500.00) due upon execution of this Agreement.

4. OBLIGATIONS OF LICENSEE

4.1 Licensee must give away at least one (1) seat to the WSOP 2019 Main Event through the Promotion, the registration fee of Ten Thousand Dollars (\$10,000.00) per Seat to be paid in full by Licensee pursuant to Section 3.

4.2 All Materials must clearly state that Licensor is not responsible for any tax liability associated with the award of a Seat.

4.3 Licensee shall only allow individuals who have attained the age of 21, and who are otherwise suitable under applicable gaming laws, to participate in the 2019 World Series of Poker to enter a Promotion. Individuals who are gaming restricted (either self-excluded through Caesars self-exclusion program or exclusion because of filing with a state gaming regulatory program) cannot participate in/win a Promotion. The ineligibility or inability of an individual who wins a Seat from the Promotion to participate in the Event for any reason does not relieve Licensee of its obligation to pay the full License Fee, and in such case Licensor retains the right in its sole discretion to appoint a substitute player to fill the Seat.

4.4 All Materials created by or on behalf of Licensee shall comply with the Trademark Usage Guidelines and Caesars Marketing Code as they may be revised from time to time. Licensee shall provide to Licensor samples of all Materials and obtain Licensor's prior written approval of same. In the event Licensor does not approve the Materials, Licensee must immediately cease using the Materials. In such event, Licensor will provide a written explanation to Licensee as to why the Materials were not approved and when applicable, how the Materials may be modified to obtain Licensor's approval. Licensee may not resume using the Materials until such time as Licensor has reviewed the modifications and provided written approval of same. Should Licensor determine, in its sole discretion, that Licensee or any of its

directors, officers, employees, agents, designees, or contractors, have acted or failed to act in a manner so as to be contrary to or inconsistent with the Caesars Marketing Code, then Licensor shall have the right to terminate this Agreement immediately with no liability or further obligations to Licensee.

4.5 Upon reasonable notice, representatives of Licensor shall have the right during normal business hours, to enter the premises of Licensee to examine Licensee's business operations, including any Materials.

4.6 Without limiting any other provision of this Agreement, the Materials and the marketing, promotion and advertising of the Promotion, shall comply with all applicable state, federal, foreign and local laws, rules and regulations.

4.7 It is expressly understood and agreed by Licensee that Licensee may use the Property only in connection with Materials and only in accordance with the terms hereof and Licensee will not use, reproduce, distribute or display (or authorize the use, reproduction, distribution or display of) the Property in any manner other than as expressly authorized by this Agreement. Licensee shall not alter, modify, adapt, amend or in any way change any Property or any part thereof. Licensee shall not do or authorize to be done any action that would prejudice the validity or registration of the Property or the good will associated therewith. Licensee agrees that Licensee shall not use or adopt any corporate name, trade name, trade dress or other form of corporate identification which includes the Property or any portion thereof or which is confusingly similar thereto. Licensee may not register, record or use any domain name, search engine keyword or social media username, using the words "WSOP", "World Series of Poker" or "Caesars" or any derivative thereof (foreign or domestic). If Licensee registers, records, or uses any such domain names, search engine keywords or social media usernames, Licensee agrees all ownership rights in such domain names shall immediately vest in Licensor and that Licensee will cooperate in executing any documentation necessary to evidence ownership by Licensor.

4.8 Licensee shall (a) conduct the Satellite Tournament in a manner that is first-class and will reflect positively on the Property and the global market leadership status of the Property; (b) use the Property in a manner that does not knowingly derogate Licensor's rights in the Property or the value of the Property; (c) take no action that would interfere with, diminish or tarnish those rights or value; and (d) in addition to the other requirements of this Agreement, use the Property only in connection with products and services that meet generally accepted industry standards of quality and performance.

5. WARRANTIES

5.1 Licensee represents and warrants that it has adequate power and authority to enter into and perform under this Agreement, that this Agreement has been duly executed and delivered by an authorized individuals of Licensee and constitutes a valid, legal and binding agreement.

5.2 Licensee represents and warrants that it shall at all times fully comply with and faithfully carry out all laws, statutes, ordinances and regulations of all duly constituted authorities applicable to the use, maintenance, safety and occupancy of the Licensee's premises and the conduct of business therein, and shall at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits relating to the operations of its business and in particular a Promotion. Licensor further warrants that it will comply with all international, federal, state and local laws, including where applicable privacy and data protection laws and regulations, and obtain where necessary, all approvals required by any governmental or other regulatory body which regulates gaming.

5.3 Licensee represents and warrants that: (a) it is not affiliated with any online gaming company; (b) it will not associate with any online gaming company in connection with anything done with

regard to the Promotion (i.e. no sponsor, advertiser, etc.); and (c) it will not use Licensor's or Caesars' marks on any website that features or links to any online gaming site.

6. INDEMNIFICATION

Licensee agrees to fully indemnify and hold harmless Licensor from and against any and all liabilities, claims, causes of action, suits, damages and expenses (including attorneys' fees) arising out of or resulting from: (a) any claim that the Materials infringe a third party's intellectual property rights, (except where such claim arises solely from Licensor's use of the Property in accordance with this Agreement); (b) any claim related to the Property or Materials including, without limitation, Licensee's false or misleading advertising, or unauthorized use of a person's likeness or image, in connection with any of the Materials or any violation of any applicable law or regulation in connection with the use, marketing, promotion, or distribution of any of the Materials; (c) any use of the Property in a manner not authorized by this Agreement; (d) any claim for death, injury or property damage arising out of or related to a Promotion; (e) conducting a Promotion at a Prohibited Site; or (f) any breach of this Agreement by Licensee.

7. INSURANCE

Licensee agrees to maintain in effect at all times during the term of this Agreement the insurance coverage stated in **Exhibit B** hereto.

8. SUITABILITY OR LICENSURE BY GAMING REGULATORY AGENCY.

As a holder of privileged gaming licenses, Licensor and its affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time Licensor determines, in its sole discretion, that its association with Licensee could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if Licensor determines, in its sole discretion, that it would be in its best interest to terminate its relationship with Licensee in order to protect any proposed or pending licensing applications or any of its privileged gaming licenses, Licensor may immediately terminate this Agreement. Licensee agrees to cooperate with Licensor, if requested, to undergo a background investigation to comply with Licensor compliance policies and to continue to cooperate with Licensor throughout the term of this Agreement to establish and maintain Licensee suitability. During the term of this Agreement, to the extent that any prior disclosure becomes inaccurate, including but not limited to the initiation of any criminal proceeding or any civil or administrative proceeding or process which alleges any violations of law, involving Licensee or any of Licensee's owners or key principals, Licensee shall disclose the information to Licensor within 10 calendar days from that event. Licensee agrees to comply with any background investigation conducted in connection with the disclosure of this updated information. Under this paragraph, for privately held companies, "owner" shall mean any holder of an interest in the Licensee, and for publicly-traded entities shall mean any holder of a 5% or greater interest unless that interest meets the definition of an institutional investor as that term is defined in the gaming laws of Nevada. If Licensee is or becomes required to be licensed by any federal, state, and/or local gaming regulatory agency, Licensee shall secure said licensing at its sole cost and expense, or if it fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental licensing agency, Licensor may immediately terminate this Agreement. Notwithstanding any other terms of this Agreement, in the event of termination of this Agreement pursuant to this Section, Licensor shall have no further liability to Licensee, except for any obligations pursuant to any work performed prior to the date that such termination becomes effective, unless otherwise prohibited by a gaming regulatory agency. Licensee agrees to notify Licensor of any change of control in its ownership which is defined as any change of ownership of 20% or more of its common stock, or any change of ownership of any of its three largest holders holding 5% or more of the outstanding common stock. Licensee agrees to comply with all federal,

state, local, provincial or other laws or regulations applicable to countries outside of the United States, including but not limited to laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering laws and regulations applicable to its business. Failure to do so could result in termination of this Agreement pursuant to this paragraph.

9. TERMINATION

9.1 The term of this Agreement shall commence on the Effective Date and terminate the day following the last day of the Promotion as stated in the Promotion Dates.

9.2 Licensor shall have the right to terminate this Agreement for convenience upon thirty (30) days prior written notice to Licensee.

9.3 Licensor shall have the right to terminate this Agreement pursuant to Section 8.

9.4 Licensor shall have the right to terminate this Agreement for breach by Licensee of any provision herein.

9.5 Upon the termination or expiration of this Agreement for any reason, Licensee shall immediately pay any due and outstanding payments and Licensee shall no longer be licensed to use the Property or Materials and all Materials in Licensee's possession or control shall be delivered to Licensor or, at Licensor's instruction, destroyed at Licensee's expense. All Internet web pages or other digital uses created controlled or operated by Licensee bearing the Property must be removed immediately upon termination or expiration of this Agreement. All signage and fixtures bearing the Property must be removed by Licensee within five (5) days of termination or expiration and delivered to Licensor or, at Licensor's instruction, destroyed at Licensee's expense.

10. LIMITATION OF LIABILITY

In no event shall Licensor be liable or obligated to Licensee or any third party for any direct, special, incidental, consequential or exemplary damages arising out of or related to this Agreement including without limitation lost profits, business interruption or other economic loss, even if Licensor has been advised of the possibility of such damages. This limitation is separate and independent of any other remedy or limitation and shall not fail if such other limitation or remedy fails. In addition to the foregoing, in no event shall Licensor's total liability under any claim or liability arising out of or related to the Agreement exceed the license fees paid by Licensee. This limitation of liability and the other provisions of this Agreement reflect the allocation of risks between the parties. This section 10 is an essential element of the agreement between the parties.

11. MISCELLANEOUS PROVISIONS

11.1 Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. In all transactions regarding Materials, Licensee shall assume sole responsibility for any commitments, obligations or representations made by it in connection with the use, manufacture, marketing, promotion, distribution and sale thereof.

11.2 All notices and statements which are required or which may be given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by overnight courier or certified or registered mail, postage prepaid, as follows:

To Licensor at: Caesars Interactive Entertainment, LLC
One Caesars Palace Drive
Las Vegas, NV 89109-8969
Attention: VP Sports and Entertainment

With a copy to: Caesars Entertainment Services, LLC
One Caesars Palace Drive
Las Vegas, NV 89109-8969
Attention: Chief Counsel, Intellectual Property

and to Licensee at the address set forth on the signature page of this Agreement. All notices shall be deemed given and made upon receipt by the Party to which it was sent. Either Party hereto may change its address for notice by written notice to that effect given to the other Party in accordance with this Paragraph 11.2.

11.3 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. There are no warranties, representations or agreements, express or implied, between the Parties in connection with the subject matter hereof except as may be specifically set forth herein. No amendment, supplement, modification or waiver of this Agreement shall be binding on Licensor unless it is set forth in a written document signed by an authorized officer of Licensor. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties thereto.

11.4 Licensee shall have no right to assign or transfer this Agreement or the licenses granted hereunder in whole or in part. Any attempt by Licensee to assign or transfer this Agreement or the rights granted herein without the written consent of Licensor shall render this Agreement void ab initio. For purposes of this Agreement, an "assignment" includes but is not limited to the sale of all or substantially all of the stock, assets or voting control of Licensee, any corporate reorganization of Licensee, or any other transfer under an operation of law. Licensor may assign this Agreement and/or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

11.5 Neither Party shall be liable for any delay or failure to perform its obligations excluding payment obligations hereunder due to (i) a force majeure event (including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, earthquakes, explosions, acts of God, war, civil unrest, terrorism, labor conditions, or any other cause. Each Party shall use its reasonable commercial efforts to minimize the duration and consequences of any failure of or delay in performances resulting from a Force Majeure event and will furnish to the other Party a detailed written response describing such event, its estimated duration and the actions proposed to be taken in response thereto. Under no circumstances will a Force Majeure event relieve Licensee of its obligation to pay the minimum license fee set forth in Section 3 of this Agreement. Should a Force Majeure event delay Licensee's non-financial obligations for a period of more than thirty (30) days, Licensor at its option may terminate this Agreement.

11.6 This Agreement shall be deemed executed and delivered within the State of Nevada, is made in contemplation of its interpretation and effect being construed in accordance with the laws of said State applicable to contracts fully executed and performed in said State, and it is expressly agreed that it shall be construed in accordance with the laws of the State of Nevada without giving effect to the principles of the conflicts of laws. All litigation arising out of or relating to this Agreement shall be brought in the federal or state courts of Nevada and the Parties consent to jurisdiction therein. Both Parties

irrevocably submit to the personal jurisdiction of the state and federal courts for and located in Clark County, Nevada.

11.7 Any of these terms and conditions which by their nature extend beyond the termination or expiration of the Agreement remain in effect until fulfilled.

11.8 The Agreement and any amendment or addendum thereto may be executed in counterparts each of which when executed by the requisite Parties shall be deemed to be a complete original document. An electronic copy of the executed Agreement or any amendment or addendum thereto or counterpart thereof shall be deemed, and shall have the same legal force and effect as, an original document.

11.9 In the event either Party brings an action against the other to enforce the terms, covenants and conditions of this Agreement, or to defend an action brought by the other Party, the prevailing Party in such action shall be reimbursed by the other Party for such costs as may be incurred in such action and any appeal from judgment, including reasonable attorney's fees, court costs and expert witness fees.

11.10 The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement. Unless the context otherwise specifically requires, words importing the singular include the plural and vice versa. The terms "hereunder", "hereto", "herein" and similar terms relate to this entire Agreement and not to any particular paragraph or provision of this Agreement.

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**EXHIBIT A
PROPERTY**

WORLD SERIES OF POKER®

WSOP

[LOGO TO BE ADDED]

*Registration marks are appropriate for use in the United States and Mexico.

EXHIBIT B INSURANCE REQUIREMENTS

Licensee will maintain at all times during the term of the Agreement, insurance for claims which may arise from, or in connection with, the services performed / products furnished by Licensee, their agents, representatives, employees or subcontractors with coverage at least as broad and with limits of liability not less than those stated below:

I. **Workers Compensation and Employers Liability Insurance**

- Statutory workers compensation coverage
- Employers liability insurance:
 - \$500,000 each accident
 - \$500,000 disease, each employee
 - \$500,000 disease, policy limit

II. **General Liability Insurance**

- Limits: \$2,000,000 per occurrence
\$4,000,000 aggregate
- Limits may be met through a combination of primary and excess policies
- Products / Completed Operations
- Blanket Contractual Liability
- Independent Contractor Liability
- Broad form property damage
- Cross liability, severability of interests
- Personal and advertising injury
- Medical Expense Coverage
- Fire Legal Liability / Damage to Rented Premises

Evidence of Insurance:

* Before the Effective Date of this Agreement, immediately upon the replacement or renewal of any policy required above, and upon request, Licensee shall provide Caesars Interactive Entertainment, LLC ("Licensor") with a Certificate of Insurance in accordance with the foregoing and referencing the services to be provided. Such certificate shall be delivered to Licensor and also in electronic format to tystewart@caesars.com.

General Terms:

* All policies of insurance shall 1) provide for not less than thirty (30) days prior written notice of cancellation to Licensor, 2) have a minimum A.M. Best rating of A VIII, 3) be primary and without right of contribution from any insurance or self-insurance program of Licensor and 4) provide for a waiver of subrogation in favor of Licensor.

* Licensee further agrees that any subcontractors or sub-vendors engaged by Licensee will carry like and similar insurance with the same additional insured requirements.

Additional Insureds. Insurance required to be maintained by Licensee pursuant to this Section (excluding workers compensation) **shall name Caesars Interactive Entertainment, LLC, including its parents, affiliates and subsidiaries, and their respective agents, officers, members, directors, employees, successors and assigns, as Additional Insureds.** The coverage for an Additional Insured shall apply on a primary basis and shall be to the full limits of liability purchased by Licensee, even if those limits are in excess of those required by this Agreement.

Failure to Maintain Insurance. Failure to maintain the insurance required in this section will constitute a material breach and may result in termination of this Agreement at Licensor option.

Representation of Insurance. By requiring the insurance as set out in this section, Licensor does not represent that coverage and limits will necessarily be adequate to protect Licensee, and such coverage and limits shall not be deemed as a limitation on Licensee's liability under the indemnities provided to Licensor in this Agreement, or any other provision of the Agreement.