ankama

AUTHORIZATION

Organization and promotion of tournaments of MMORPG Dofus

The company ANKAMA also acting for the purpose of this Authorization in the name of and for and on behalf of its affiliates (hereinafter "**ANKAMA**") located 75 boulevard d'Armentières 59100 Roubaix – France, represented by Mr. Cyril Morance, duly authorized for the purpose hereof, hereby authorizes the Federacion Colombiana de Deportes Electronicos (FEDECOLDE) located Calle 9c 23c 20, Cali, Valle del Cauca – Colombia, represented by Mr. Alexander Ospina B., duly authorized for the purpose hereof (hereinafter the "**Organizer**") to organize meetings and tournaments of MMORPG Dofus (hereinafter the "**Events**") and to reproduce trademarks, illustration and other visual elements belonging to ANKAMA (hereinafter the "**Assets**") in order to promote Events, in accordance with the terms and conditions hereafter described (hereinabove and hereinafter the « **Authorization** »).

This Authorization is granted to the Organizer, on a non-exclusive basis, free of charge except that the Organizer undertakes to promote and advertise the MMORPG Dofus and other ANKAMA's products (hereinafter the "**Exposure**"), for Colombia and for one year from the execution of this Authorization by both parties.

For avoidance of any doubt, any and all costs related to the organization and/or promotion of Events and for the Exposure shall be borne exclusively by the Organizer.

The organization and/or promotion of Events as well as the Exposure shall not, in any way, damage the interest, image or reputation of ANKAMA.

The Organizer undertakes to reproduce and publish the Assets as provided by ANKAMA, without any change (i.e. alteration, addition, deletion or other modification) unless otherwise agreed by ANKAMA. All Materials shall contain permanently affixed, non-removable appropriate copyright notice, legends markings and notices as required from time to time by ANKAMA.
The Organizer shall submit for express prior written approbation to ANKAMA any materials it intends to use for promotion, advertising or organization of Events or for Exposure involving Assets (hereinabove and hereinafter the "**Materials**") by email at mlevisse@ankama.com. ANKAMA may approve or disapprove at its sole discretion any submitted Materials within 3 business days from the receipt of the request. Notwithstanding the foregoing, the lack of reply within this time period shall be understood as approval.

This Authorization is strictly limited to the use and term for which it is granted.

Ownership of all intellectual property rights, whether recognized or in the future, including, without limitation, copyright, patent and trademark rights in the MMORPG Dofus, Materials, Assets and any other elements provided by ANKAMA and any ANKAMA's products shall vest in ANKAMA. It is agreed that nothing contained in this Authorization will be construed as an assignment or grant to the Organizer of any right, title, or interest in or to the MMORPG Dofus, Materials, Assets and any other elements provided by ANKAMA or any ANKAMA's products, it being understood that all rights thereto are reserved by ANKAMA, except for the Authorization provided hereunder to Organizer.
Organizer shall not at any time apply for copyright, trademark or patent protection nor file any document with any governmental authority nor take other action which could affect ANKAMA's rights in the MMORPG Dofus, Assets, Materials or other elements provided by ANKAMA or ANKAMA's products.

The Authorization herein is granted on an *intuitu personae* basis, therefore Organizer shall not assign this Authorization, in whole or in part.

Organizer warrants and represents that the organization and promotion of Events and the Exposure shall comply with all applicable laws, regulations and practices. Organizer shall indemnify and hold harmless, ANKAMA from and against any and all claims, liabilities, demands, causes of action, judgments, settlements and expenses (including, but not limited to, attorneys' fees and court costs) arising out of or in connection with the organization and/or promotion of Events and Exposure.

ANKAMA reserves the right to revoke the authorization granted herein and request from the Organizer to cease organize Events and use the Assets if the Organizer does not meet the requirements of this Authorization.

It is expressly agreed and understood that for the purposes of this Authorization the Organizer is not an employee, agent, partner or representative of ANKAMA, will not represent itself as such, and Organizer has no authority or power to bind or contract in the name of or to create any liability against ANKAMA. The Events shall not be presented as ANKAMA's official events.

Upon expiration or earlier termination of this Authorization, the Organizer shall immediately discontinue the organization of Events and cease any use of the Assets and destroy all and any Assets and provide ANKAMA with a satisfactory proof of the destruction.

The terms of this Authorization are confidential.

This Authorization shall be governed and construed in accordance with French laws, without reference to the choice of law provisions thereof. Accordingly, any dispute arising out of or having any connection with this Authorization shall be decided in accordance with French laws.
Any and all disputes arising out of or in connection with this Authorization shall be settled by direct negotiation between the parties. Failing this, the parties agree to the exclusive competence of the Commercial Court of Lille Metropolis – France.

In two original copies.

In Cali - Colombia on the 13/Feb/19

The Organizer
Mr. Alexander Ospina B.

In Roubaix on the 19 feb 19

ANKAMA
Mr. Cyril Morance