

## **PROMOTIONAL RIGHTS AGREEMENT**

THIS PROMOTIONAL RIGHTS AGREEMENT (the "Agreement") is made and entered into as of this **APRIL 1, 2019** by and between **DIBELLA ENTERTAINMENT, INC.** ("Promoter"), a New York Corporation, with offices at 359 Sea Cliff Avenue, Sea Cliff, NY 11579, and **O'SHAQUIE FOSTER** ("Fighter").

### **RECITALS**

- A. Fighter is a professional boxer.
- B. Promoter is licensed as a Promoter by various States and Boing Commissions and is currently active in the promotion of professional boxing events.
- C. Fighter desires that Promoter be the sole and exclusive promoter of Fighter in connection with Fighter's professional boxing career for the Term of this Agreement.
- D. Fighter wishes to obtain the promotional services and efforts of Promoter to further Fighter's career as a professional boxer.
- E. Promoter desires to be the sole and exclusive promoter of Fighter in all professional boxing matches in which Fighter participates during the Term of this agreement.
- F. Promoter wishes to promote a number of bouts for Fighter, and otherwise to assist Fighter in developing and exploiting Fighter's public profile and marketability, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

*[Remainder of page intentionally left blank]*

## **1. Promotional Rights**

Fighter hereby grants to Promoter the exclusive, worldwide right to promote Fighter and all professional boxing contests (the “Bouts”) to be engaged in by Fighter during the Term (the “Promotion Rights”) of this Agreement, including the following:

- 1.1 The exclusive right to stage, produce, promote, market, publicize, advertise, merchandise and sell tickets of admission to the Bouts during the Term; and
- 1.2 The exclusive and perpetual ownership of all rights in and to the Bouts.
- 1.3 The right to use and otherwise exploit, throughout the universe and in perpetuity, in connection with or for the purpose of promoting, marketing, presenting, and exploiting each Bout hereunder and all of Promoter’s rights therein, Fighter’s name (including nicknames and pseudonyms), signature, likeness, images, voice and biographical information (collectively, the “Name and Likeness Properties”), in any and all media now known or hereafter existing and otherwise. Promoter may exploit and market the Promotional Rights in any manner in its sole discretion and for its own account. Fighter’s sole compensation with respect to the Promotional Rights and other rights granted hereunder and all Bouts hereunder consist of the percentages and purses payable hereunder.
- 1.4 The right to undertake actions to ensure the full and complete exercise of the rights granted to Promoter, including the right to enter into and perform agreements relating to such rights and for the production and promotion of radio and television broadcasts of Fighter’s boxing matches.
- 1.5 Fighter agrees that Promoter has the sole and exclusive right, title, and interest in the promotion of Fighter’s Bouts.
  - 1.5.1 Fighter will not engage any other promoter or other entity to render similar services on behalf of Fighter and he further agrees that he will not perform such promotional services of his own behalf.
- 1.6 Fighter recognizes and agrees that Promoter performs similar duties for other professional boxers and also pursues other business endeavors.

## **2. Term: Extension and Termination**

This Agreement shall commence on the date of the first Bout under this Agreement (“Commencement”), and shall last for a period of three (3) years, subject to the terms and conditions contained herein (“Term”). Each consecutive one-year period of the Term beginning with Commencement or an anniversary thereof, and subject to Section 7 of this Agreement, is herein referred to as a “Contract Year”.

- 2.1 If at any time during the Term or any extension hereof, Fighter fails to be declared the winner of any Bout, then Promoter shall have the right, but not the obligation, to either (a) terminate this Agreement upon written notice to Boxer within sixty (60) days of any such Bout or (b) commence good faith negotiations to amend this Agreement to reflect modified financial terms and conditions that are then commercially required.
- 2.2 In the event that Fighter, for any reason whatsoever (other than Promoter's non-performance of its obligations under this Agreement or the injury or physical disability of an opponent) fails to engage in the minimum number of Bouts as designated by Promoter, during any year of the Term, Promoter shall have the right but not the obligation to terminate this Agreement upon sixty (60) days written notice to Fighter.
- 2.3 Fighter acknowledges that any agreement between Fighter and any media outlet, including, but not limited to, broadcasters such as HBO, Showtime or ESPN, ("Media Outlet Agreement") shall constitute valuable consideration to Fighter. Accordingly, Fighter agrees that if during the Term of this Agreement, (1) Fighter becomes a party to any Media Outlet Agreement, or (2) any Media Outlet Agreement to which Fighter is a party is in any way extended, then, based on such consideration, the Term of this Agreement shall be extended so that it expires simultaneously with the complete period of the term of any such Media Outlet Agreement.
- 2.4 Fighter agrees that if during the Term of this Agreement that;
  - (1) he is named as a mandatory contender or Promoter arranges for or schedules Fighter to participate in a world championship bout (vacant or otherwise) or an interim world championship bout sanctioned by the WBC, WBA, IBF, WBO or a bout against the then-currently recognized world champion by Ring Magazine; or
  - (2) Promoter pays or causes Fighter to be paid in excess of one hundred and fifty thousand dollars (\$150,000.00) in aggregate during the Term hereof, including an Option Year; or
  - (3) Fighter is rated in the top 8 by the WBC, WBA, IBF, WBO, Ring Magazine, or ESPN.com during any ratings cycle during the Term hereof, then Promoter shall have the right, but not the obligation, to extend the Term of this Agreement for a period of one (1) year ("Option Year") by notifying Fighter in writing within sixty (60) days of the occurrence of any of the foregoing.
- 2.4.1 The terms set forth in Section 2.4 shall not be construed in such a manner to constitute a violation of any law, rule, or regulation in connection with the

limitation of the length term of a contract, and if there shall exist any conflict between any provision herein and any such law, rule or regulation, the latter shall prevail and the pertinent provision or provisions herein shall be curtailed, limited or eliminated to the extent necessary to remove such conflict, and as so modified, this Agreement shall continue in full force and effect.

- 2.5 In the event that Promoter fails to extend the Term hereof upon the occurrence of one of the conditions as set forth in the preceding paragraph, the Term of this Agreement may nonetheless be extended for one (1) Option Year within sixty (60) days upon the subsequent occurrence or re-occurrence of any condition set forth Section 2.4 hereof and upon written notice to Fighter.
- 2.6 If, at any time during the Term or an extension thereto, Fighter is declared a world champion by the WBC, WBA, IBF, or WBO, this Agreement shall automatically extend for one (1) Option Year.

### **3. Minimum Bouts, Pursues and Accommodations**

Promoter agrees to offer to Fighter during each year of the Term, the right to participate in a minimum amount of professional boxing contests (“Bouts”) as set forth below. Such Bouts shall be on dates and sites to be designated by Promoter and shall be governed by the following minimum purse requirements. Promoter in its sole discretion shall determine the number of rounds of each Bout, however no Bout shall be scheduled for less than 8 rounds.

- 3.1 During the initial Term of the Agreement, Fighter will be offered the opportunity to compete in a minimum of three (3) Bouts during each respective Contract Year. During any Option Year, Fighter will be offered the opportunity to participate in a minimum of two (2) bouts.
  - 3.1.1 In the event Fighter is declared an interim champion, mandatory challenger, or is ordered to compete in a box-off or eliminator by the WBC, WBA, IBF, or WBO, fighter shall be deemed to be under a “Sanctioning Body Obligation.” Unless Fighter renounces such Sanctioning Body Obligation within ten (10) days of its manifestation, the minimum quantity of Bouts set forth in Section 3.1 shall be mooted for the entirety of any Contract Year in which Fighter is under a Sanctioning Body Obligation, even if such Sanctioning Body Obligation does not extend through the entire Contract Year affected. A Sanctioning Body Obligation will be deemed have manifested upon Fighter winning an interim title or upon Fighter or Promoter receiving notice that Fighter has been named mandatory challenger or ordered to participate in an elimination bout.

- 3.1.2 In the event Fighter is declared a world champion (not including interim championships), the minimum Bout requirements set forth in Section 3.1 shall be eviscerated for the remainder of the Term and Promoter shall strive in good faith to maximize opportunity and revenue for Fighter on a Bout-by-Bout basis.
- 3.2 Fighter's minimum gross purse for a given Bout shall be set forth per the table below:

8 Rounds	\$10,000.00
10 Rounds	\$12,000.00
12 Rounds	\$20,000.00
ShoBox Main Event	\$17,500.00
Showtime Championship Boxing Co-Feature	\$50,000.00
Showtime Championship Boxing Main Event	\$100,000.00
DAZN or ESPN Co-Feature	\$50,000.00 (unless a lower budget event than a typical DAZN/ESPN event)
DAZN or ESPN Main Event	\$100,000.00 (unless a lower budget event than a typical DAZN/ESPN event)
World Title Challenge (Does not include interim titles)	\$60,000.00
World Title Defense (Does not include interim titles)	\$100,000.00

- 3.2.1 If a Bout satisfies two or more of the criteria listed Paragraph 3.2, the higher purse total shall control. Any reference to television programs only refer to bouts that air on the primary network and primary telecast and do not apply to Bouts that air as part of such telecasts but on a different network including, but not limited to: HBO Latino and Showtime Extreme. ESPN shall not be understood to include ESPN+/ESPN3 streaming.
- 3.2.2 Purses for all Bouts shall be negotiated in good faith based on monies available, irrespective of minimums owed. Promoter shall strive to only offer the minimum purse for 8 Rounds, 10 Rounds, and 12 Rounds Bouts for Bouts colloquially referred to as "tune up" Bouts in the boxing industry.
- 3.2.3 For each bout held more than 150 miles from Fighter's training base during the term of this Agreement, Promoter shall supply Fighter with four (4) airline tickets (train tickets may be provided in lieu of airline tickets provided that there is a direct route and that travel time does not exceed four hours), three (3) hotel rooms, and meals for three (3) persons. For each 12 round Bout, Promoter shall supply Fighter with four (4) airline tickets, and four (4) hotel rooms, and meals for four (4) persons. For any World Title Bout sanctioned by the WBC, WBA, IBF, WBO or Ring Magazine held during the term of this

Agreement, Promoter shall supply Fighter with five (5) airline tickets, and a total of five (5) hotel rooms, and meals for five (5) persons.

3.3 Promoter shall select and promote all of the aforementioned bouts in its sole and absolute discretion and against opponents to be agreed upon by Promoter and Fighter or Fighter's representative. For purposes of this agreement, and in satisfaction of Promoter's obligations under this Section, Promoter shall be deemed to have complied with its obligations with respect to any Bout if it shall have made a bona fide offer to Fighter to promote a bout in accordance with the provision hereof irrespective of whether such bout actually takes place for other reason other than Promoter's nonperformance. An offer shall be considered bona fide if it includes the opponent and gross purse.

3.4 **World Title Fights:**

3.4.1 If Fighter successfully obtains a world championship recognized by the WBC, WBA, WBO, IBF or Ring Magazine Promoter shall retain the exclusive right to promote Fighter's first five (5) Championship defenses, regardless of whether said defenses might occur after the term of the Agreement. Promoter and Fighter will enjoy and share in all rights and obligations as provided for in this Agreement during the term of the additional Bouts.

3.4.1.1 Promoter's right to promote title defenses as provided for in section 3.4.2 extends to any championship considered to be equal to or greater in importance than the Sanctioning Organization's primary world championship, in addition to Interim (or similar, e.g., Silver) championships.

3.4.1.2 The purses for the additional Bouts provided for in Section 3.4.2 shall be negotiated in good faith between Fighter and Promoter, but Fighter's minimum purse shall be forty thousand dollars (\$40,000.00) for an Interim championship. For a Sanctioning Organization's primary or greater world championship, Section 3.2 shall govern the minimum purse.

3.5 If Fighter is a challenger for or defends a world championship or participates in an eliminator that is subject to a purse bid, a fee shall be paid to Promoter as follows in Section 3.5.1:

3.5.1 If Promoter's bid is unsuccessful in a purse bid situation, then Promoter agrees to release Fighter from this agreement for the limited purpose of permitting Fighter to participate that Purse Bid Bout. In consideration for Promoter and Fighter, and in consideration of Promoter's good faith bid for

the Purse Bid Bout, Fighter agrees to pay Promoter and Promoter agrees to accept thirty (30%) percent of the amount Fighter receives for his participation in the Purse Bid Bout pursuant to the terms of the winning bid.

**3.6 Big Bout Guarantee:**

Promoter agrees that eighteen (18) months from the date of commencement, Fighter will have already participated in, or Promoter will have scheduled Fighter or made a bonafide offer to Fighter to participate in a Bout that meets one of the following criterions (“Big Bout Guarantee”)

- (i) WBA, WBC, IBF, or WBO Eliminator (i.e., Bout for the #1 or #2 ranking).
- (ii) WBA, WBC, IBF, or WBO World Championship challenge
- (iii) A main event or co-feature Bout on one of the following programs/networks: HBO Boxing After Dark, HBO World Championship Boxing, HBO Pay-Per-View, Showtime Championship Boxing, Showtime Pay-Per-View, or Premier Boxing Champions, ESPN, ESPN+, or DAZN for a minimum purse of fifty thousand dollars (\$50,000.00).

In the event that the Big Fight Guarantee has not been met, Promoter agrees to release Fighter at Fighter’s written request so Fighter may pursue such an opportunity. Fighter shall be required to request such release before participating in, or agreeing to participate in, a Bout in the second Contract Year.

**4. No Other Bouts**

Other than the Bouts provided for in this Agreement and promoted by or co-promoted by Promoter, Fighter shall not contract with other promoters or engage in boxing matches, athletic contests or exhibitions during the Term of this Agreement.

**5. Bout Agreement**

For each Bout hereunder, Fighter and Promoter shall (a) execute any and all contracts required by the athletic or boxing commission with jurisdiction over such Bout, and (b) negotiate timely and in good faith regarding any matters relating to such Bout, which are not covered by such required contracts or by this Agreement.

**6. Postponement**

If any Bout scheduled to be promoted hereunder is postponed for any reason, Promoter’s standard boxing agreement applicable to such bout (refer to Bout Agreement) shall determine the rights of the parties.

**7. Disability/Retirement**

In the event Fighter becomes permanently or partially disabled or is otherwise unable to participate in Bouts for any reason whatsoever (including, but not limited to: Fighter having his boxing license suspended or revoked, being incarcerated or legally restrained from fighting or, a failure to regularly train, unreasonably excessive weight gain, or an unreasonable refusal to accept bouts) during the term of this Agreement, Promoter shall have the right to either suspend the term hereof during the period of such disability or inability to participate in Bouts or to terminate this Agreement without any liability or obligation to Fighter. Promoter shall provide notice to Fighter whenever applying a suspension period pursuant to this provision, except (i) if Fighter is placed on a suspension by an athletic commission or other regulatory body (in which case the Contract Year during which the suspension began shall be automatically suspended for the duration thereof) or (ii) Fighter retires from boxing (in which case, the Contract Year during which the retirement began shall be automatically suspended for the duration thereof and this Agreement shall become fully operative upon such time that Fighter resumes his professional boxing career).

#### **8. Further Assurances**

Fighter shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement, including, without limitation, a standard boxing contract in such form as may be required by Promoter, the local governmental authority with jurisdiction over the bout and/or the world organization(s) sanctioning the bout if applicable. No party hereto shall take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

#### **9. Promotion**

Fighter agrees that without additional consideration or compensation he will reasonably cooperate and assist in the advertising, publicity, and promotion of his Bouts and other bouts and events promoted by Promoter, including his appearance at such reasonable number of press conferences, interviews and other promotional activities as Promoter may designate. Fighter agrees that as a part of this section, Fighter is required to assist in all promotional efforts, including but not limited to: (a) Fighter shall not wear any other promoter's logo on any clothing in public; (b) Fighter shall make best efforts to recognize and mention DiBella Entertainment as his promoter during any television, radio, print or any other media interview; (c) Fighter shall make himself available for at least three (3) interviews or promotional appearances during the week of each bout at such times which do not interfere with Fighter's training schedule.

#### **10. Assignment**

Promoter shall have the absolute right to assign, license, or transfer any or all of the rights granted to it hereunder, including, without limitation, the right to co-promote the Bouts in association with any one or more persons or entities of its choosing. Fighter shall not assign any of his or its respective obligations hereunder without the other's consent.

#### **11. Exclusivity**

In consideration of the obligations of Promoter to secure, arrange for, and promote Bouts requiring Fighter's services, and to pay fighter's purses, as provided herein, Fighter agrees that during the term hereof, Fighter shall not participate in any bouts other than Bouts promoted or co-promoted by Promoter and shall not render his services as a professional boxer, fighter, kick-boxer or paid professional combatant to any person, firm or entity other than Promoter. Fighter recognizes and agrees that this restriction is necessary to protect Promoter's legitimate business interests, including Promoter's ability to promote first venues, broadcast by top American and foreign broadcasters. Fighter acknowledges that Promoter has substantial relationships with a number of boxing venues, broadcasters, and other world-class boxers, and that these relationships are protected by the Promoter's ability to guarantee the availability of Fighter through this Agreement. Without the prior written consent of Promoter, Fighter shall not participate in any sport, either professional or for pleasure, including, but not limited to, football, basketball, skiing. In addition, Fighter shall not engage in any activity that could result in an injury to Fighter, including, but not limited to, sky diving, scuba diving, and motorcycling.

#### **12. Independent Contractor**

Nothing herein contained shall be construed to constitute Fighter as an employee of Promoter. Fighter shall remain an independent contractor, responsible for his own actions and expenses.

#### **13. Equitable Relief**

Fighter acknowledges that Promoter is investing its time and financial resources in Fighter and that his services as a professional boxer are special, unique, extraordinary, irreplaceable and of peculiar value, and that in the event of Fighter's breach or threatened breach of this Agreement, Promoter would suffer irreparable damage which could not be reasonable or adequately compensated by an action at law. Accordingly, Fighter expressly agrees that in the event of such breach or threatened breach, Promoter shall be entitled, in addition to all other rights and remedies available to it, to obtain equitable relief, including, but not limited to, an injunction against such breach in any court of competent jurisdiction, and the Fighter will not assert as a defense in any such action that Promoter has an adequate remedy at law.

#### **14. Attire/Clearances**

Fighter agrees that no advertising, promotional material or body paint shall appear on any item of clothing worn by Fighter or on Fighter's person, his trainers, seconds or assistants during and/or at a Bout hereunder without the prior written approval of Promoter which shall not be unreasonably withheld. Fighter further agrees that he will obtain from Promoter prior to each Bout on behalf of himself, those within his employment and control, and his managers, any and all required clearances, consents and licenses as is necessary with respect to Promoter's and its licensees' and assignees' worldwide exploitation in perpetuity of the Bout as permitted in Section 1 above, including, but not limited to: (A) any music clearances for Fighter's ring walk; (B) footage licenses for Fighter's prior bouts, training sessions, interviews and other Fighter footage provided to Promoter hereunder by Fighter; (C) all consents, permissions and/or approvals for Fighter or his agents to wear, display, mention or exploit during, or in connection with, the Bout (including, without limitation, during training sessions, press conferences or

interviews) any name, logo, copyright, trademark or service mark, common law or other right (including, without limitation, any literary, dramatic, comedic, musical or photoplay right) of any person, firm or corporation; (D) any performer residuals and consents and/or payments payable to any persons appearing in or rendering services in connection with the Bout which are engaged by Fighter or his agents; and (E) all copyright clearances and permissions with respect to any of the foregoing. For any endorsements brought to Fighter by Promoter, Fighter agrees Promoter will receive of 30% of the total revenue received by Fighter.

#### **15. Representation, Warranties and Covenants**

- 15.1 Fighter represents, warrants and covenants to Promoter that he is free to enter into this Agreement and has not heretofore and will not hereafter enter into any contract, agreement or understanding, whether oral or written, which conflicts in any material respect with the provisions hereof or which purports to grant similar or conflicting rights to any person, firm, or entity other than Promoter, or which would or might interfere with Fighter's full and complete performance hereunder or the free and unimpeded exercise by Promoter of any of the rights granted to Promoter under this Agreement. Fighter further represents and warrants to Promoter that there are no claims pending or threatened or any litigation affecting Fighter, which would or might interfere with the full and complete exercise or enjoyment by Promoter of any rights granted hereunder.
- 15.2 Fighter further acknowledges that Promoter is entering into this Agreement in reliance upon warranties, representation and covenants herein, and Fighter agrees to indemnify, defend and hold Promoter and its affiliates harmless from and against any and all liability, cost or expense, including reasonable attorney's fees, Promoter or its affiliates may sustain or incur as a result of the breach of inaccuracy of any said warranties, representation and covenants.
- 15.3 Promoter shall indemnify and hold harmless Fighter and entities affiliated with Fighter against any and all claims, liabilities, or other damages arising from, related to, or caused in any way by any claimed breach by Promoter of other agreements.
- 15.4 If at any time during the term hereof Promoter shall offer to promote a Bout for Fighter and Fighter shall refuse such Bout, or attempt to cancel or postpone such Bout, for reason of a claimed injury or other medical disability, Promoter shall have the right, but not the obligation, to have Fighter examined by a medical doctor of its choice, and if Promoter so elects, Fighter shall appear for such examination on one (1) day notice.

#### **16. Mixed Martial Arts**

In the event Fighter wishes to participate in any other combat sport (including, but not limited to, Mixed Martial Arts and kickboxing) during the Term of this Agreement, Fighter must first obtain written permission from Promoter. In the event Promoter grants such permission, Promoter shall retain the exclusive right to negotiate with and enter into agreements with other combat sport promoters on Fighter's behalf. Promoter shall also have the right to apply good faith suspension periods to this Agreement to account for the length of time Fighter is unable to participate in professional boxing Bouts as a result of participation in another combat sport, pursuant to Section 7 herein.

**17. Other Activities of Promoter**

Nothing herein shall prevent Promoter from engaging in promotion activities for any other professional boxer, including others in the same weight class as Fighter, or any other activities.

**18. Right of First Refusal**

- 18.1 Upon expiration of the Term, Fighter agrees to negotiate exclusively and in good faith with Promoter regarding the extension or renewal of the Term for a period of one hundred (100) days following the expiration of the Term ("Exclusive Negotiation Period").
- 18.2 In the event that no such agreement is reached between Fighter and Promoter during the Exclusive Negotiation Period, Fighter may negotiate with other promotional entities, subject to Promoter's right to match the terms of any agreement offered to Fighter by such other promotional entities. Promoter's right to match the terms shall begin at the end of the Exclusive Negotiation Period and last for nine (9) months.
- 18.3 Fighter shall provide Promoter with prompt written notice of any such offer, containing full details in regards thereto, including Fighter and/or Fighter's representative providing Promoter with a copy of the exact offer provided to Fighter. Such notice shall constitute an exclusive, irrevocable offer to contract with Promoter on the same terms and conditions. Promoter shall have twenty-one (21) business days after receipt of said notice to either accept or reject said offer. If Promoter rejects said offer, Fighter may accept said offer with the other promotional entity on the same terms and conditions and without any modifications thereto. If the offer is modified in any material way, such modifications shall give rise to another option for Promoter to match the terms of the offer as modified.
- 18.4 Promoter's failure to accept any offer shall not constitute a waiver of last refusal with respect to subsequent offers.

**19. Forum Selection/Governing Law**

Fighter irrevocably submits to the jurisdiction of the United States District Court in the State of New York, ("New York Federal Court") over any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined only in such New York Federal Court. Alternatively, if the New York Federal Court shall not have jurisdiction over the subject matter of the action or proceeding, or at the parties' election, then the action or proceeding may be brought in any State Court of New York having jurisdiction of the New York State Court. As an alternative method of personal service, Fighter irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies at the address specified for the mailing notices in this Agreement. Fighter agrees that a final judgment in any manner provided by law. Fighter further waives any objection to venue in such New York Federal Court or New York State Court on the basis of forum *non conveniens*. Except as provided in the last sentence of this paragraph, Fighter further agrees that any such action or proceeding brought hereunder shall be brought only in a New York Federal Court or New York State Court. Nothing in this paragraph shall affect the right of Promoter to serve legal process in any other manner permitted by law. This Agreement shall be governed, construed and enforced in accordance with the substantive law of contracts of the State of New York and without regard to New York choice of law principles or conflicts of law principles. When and if a site for a bout pursuant to this Agreement is selected within the State of New York, the parties further mutually agree to, and shall, execute all documents required by the Rules and Regulation of New York State Boxing Commission pertaining to the conduct of boxing in New York, in a timely fashion, and mutually agree to, and shall, fully comply with all other requirements of the New York Athletic Commission and its applicable Rules and Regulations.

#### **20. Force Majeure**

If, because of an act of God or nature, inevitable accident, fire, hurricane, tornado, earthquake, sinkholes or other abnormal weather/natural conditions, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign), failure of technical facilities, failure or delay of transportation facilities, or other cause of similar or different nature not reasonably within Promoter's control, Promoter are materially hampered and its normal business operations or the normal business operation of the premises or event sites becomes commercially impractical, then, without limiting Promoter's rights, Promoter shall have the right by giving Fighter notice to suspend the term of this agreement for the duration of any such contingency plus such additional time as is necessary so that Promoter shall have no less than sixty (60) days after the cessation of such contingency in which to exercise its option, if any, for the next following Option Period.

#### **21. Severability**

Nothing contained in this Agreement shall require or be construed as to require the commission of any act contrary to any law, rule or regulation of any governmental authority, and if there shall exist any conflict between any provision of this agreement and any such law, rule or regulation, the latter shall prevail and the pertinent provision or provision of this agreement shall be

curtailed, limited or eliminated to the extent necessary to remove such conflict, and as so modified, this Agreement shall continue in full force and effect.

**22. Waiver**

No waiver by any party of any breach or default hereunder shall be deemed to be waiver of any preceding or subsequent breach or default. All waivers must be in writing, specify the breach or default concerned and be signed by the party against whom the waiver is sought to be enforced. The payment of any monies by any party shall not be deemed a waiver. This Agreement and the rights and obligation of the parties hereunder shall inure to the benefit of and be binding upon the permitted assigns, successors and affiliated entities to the parties hereto.

**23. Confidentiality**

Fighter shall not disclose to any third party (other than his employees and agents (including consultants), in their capacity as such, on a need-to-know basis), any information with respect to the terms and provision of this Agreement except: (i) to the extent necessary to comply with law or the valid order of a court of competent jurisdiction, in which event(s) Fighter shall so notify Promoter as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, (ii) as part of normal reporting or review procedure to his banks, auditors and attorneys and similar professionals, provided that such banks, auditors and attorneys and similar professionals agree to be bound by the provisions of this paragraph, and (iii) in order to enforce his rights pursuant to this Agreement. Promoter shall have the sole right to determine the timing and content of and to make any press announcements and other public statements regarding this Agreement. Promoter shall have the sole right to file this Agreement with any applicable athletic or boxing commissions and world sanctioning bodies.

**24. Benefit**

The provisions of this Agreement are for the exclusive benefit of the parties who are signatories hereto and their permitted successors and assigns, and no third party shall be a beneficiary of, or have any rights by virtue of, this Agreement (whether or not such third party is referred to herein).

**25. Entire Agreement**

This Agreement sets forth and integrates the entire understanding between Fighter and Promoter, and supersedes any and all prior or contemporaneous written or oral agreements or representations between the parties with respect to the subject matter hereof. This Agreement may not be altered, amended or discharged, except by a subsequent writing signed by the parties hereto. Descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not be considered for purposes of its interpretation. Any ambiguities shall be resolved without reference to which party may have drafted this Agreement.

**26. Counterparts/Facsimile**

This Agreement may be executed in counterparts, each of which shall be deemed and original and all of which shall together constitute one and the same instrument. Facsimile signatures shall be as effective as originals.

**27. Notices of Breach/Curing Period**

In order to make specific and definite and/or to eliminate, if possible, any controversy which may arise between the Parties hereunder, Parties agree that if at any time Promoter or Fighter, as applicable, believe that the terms of this Agreement are not being fully and faithfully performed hereunder, Promoter or Fighter, as applicable, will so advise the other in writing by registered or certified mail, return receipt requested, or via confirmed email address, if provided in the "Notices" section below, of the specific nature of any claim, non-performance or misfeasance and the party receiving such notice shall have a period of sixty (60) calendar days after receipt thereof within which to cure such claimed breach.

**28. Notices**

All notices, consents, requests, approvals, and other communications provided for or required herein, and all legal process in regard thereto, must be in writing and shall be deemed validly given, made or served, when delivered personally or sent by email if an address is listed below or telecopy if a facsimile number is listed below; or the next business day after delivery to a nationally recognized express delivery service (e.g., Federal Express or UPS) with instructions and payment for overnight delivery; or on the fifth (5th) calendar day after deposited in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested, addressed to the following addresses or to such other address as the party to be notified shall have specified to the other party in accordance with this section:

(a) To Promoter:  
DiBella Entertainment, Inc.  
359 Sea Cliff Avenue  
Sea Cliff, NY 11579

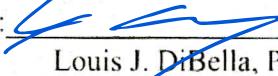
(b) Fighter:  
O'Shaquie Foster  
  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

All such notices shall be deemed given when delivered by courier or sent by confirmed facsimile.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

**DIBELLA ENTERTAINMNET, INC.**

By:   
Louis J. DiBella, President

Signed by  
Alex Dombroff,  
Business & Legal Affairs

**O'SHAQUIE FOSTER**

By: 

Keith Mills, Manager of Fighter:

 4/14/2019

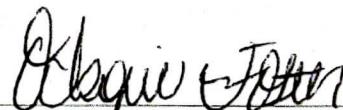
AFFIDAVIT

State of \_\_\_\_\_ )  
                    ) ss:  
County of \_\_\_\_\_ )

THE UNDERSIGNED, being first duly sworn, deposes and says:

1. I have personal knowledge of the facts recited herein and could testify to them if called upon to do so.
2. I am a professional boxer and voluntarily executed the foregoing Promotional Agreement (the "Promotional Agreement") with DiBella Entertainment, Inc.
3. The rights, which I granted DiBella Entertainment, Inc., pursuant to the Promotional Agreement, were not granted as a condition precedent to my participation in a professional boxing match against another boxer.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge, information and belief.

  
\_\_\_\_\_  
O'Shaquie Foster

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State

My commission expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_