

Agreement

This Agreement is entered into on the date set forth on the signature page by and between the undersigned founder ("Founder") and the undersigned advisor ("Advisor").

The parties agree as follows:

1. Services

Advisor agrees to act as a mentor and advisor to Founder in the development of systems to predict various measurable outcomes of professional sporting contests (the "Systems"). Advisor agrees to provide reasonable advice and assistance to Founder every other week ("Meetings") for one scheduled hour. The date and time of Meetings shall be proposed by Founder at least two weeks prior to the proposed date. Advisor agrees to make all reasonable efforts to accept proposed Meetings dates and times and provide reasonable alternatives if Advisor is unable to attend proposed Meetings.

Advisor consents to Founder including Advisor's name on its marketing materials and web site for any products derived from, based on, or making substantial use of the Systems (the "Products"). Advisor agrees to perform alternative activities in place of Meetings, including public relations events, verbal or written media requests, employee interviews, market research, interface usability testing, or networking events, relating to the Products, provided that such activity is scheduled at least two weeks prior to activity date, that such activity is scheduled subject to reasonable constraints on Advisor's availability, and that such activity takes no more time than a regular Meeting.

Advisor agrees to attend twice-annual events relating to the Products held within the contiguous United States of America, if and only if Founder pays all reasonable travel and opportunity-cost expenses. Travel and opportunity cost shall be determined by Advisor, and this determination shall be final provided that Founder may request itemized expense break-down.

2. No Conflicts

Advisor shall promptly notify the Founder in writing of any direct competitor, as defined hereunder, of the Founder for which Advisor is also performing services. It is understood that in such event, the Founder will review whether Advisor's activities are consistent with Advisor remaining as an advisor to the Founder. Any sports-related product or service that utilizes methods substantively similar to the Systems constitutes direct competition.

Advisor agrees to maintain confidentiality of all aspects of the Systems. Advisor additionally agrees to maintain confidentiality of the Products for 12 months after the date set forth on the signature page ("Date"). Confidentiality of the Systems and the Products includes a prohibition on discussion in social settings, conferences, classes, or in the presence of any individual actively involved in machine learning.

Advisor may use and implement all machine learning techniques discussed during Meetings, and all knowledge obtained before or after Date, for any non-sporting outcome prediction product or service.



Founder Initials

2/5/2013
Date



Advisor Initials

3. Advisor Compensation

Advisor will receive 5 percent of common stock equity for any and all companies ("Company") founded by Founder that implement machine learning methods to generate predictions of sporting event outcomes.

All shares shall vest on a pro rata basis monthly, beginning 30 days after Date. All shares shall vest over a 2 year period. 100% of unvested shares will vest in the event of a close of Company sale.

JP
Founder Initials

2/5/2013
Date

JDM
Advisor Initials

Signature Page

The intent of this Agreement is to establish a mutually beneficial relationship between Advisor and Founder. This Agreement intends to ensure that Founder or Company does not interfere with Advisor's freedom to perform machine learning in non-sports related ventures. This agreement intends to ensure that the Advisor neither directly nor indirectly aids existing or future competitors within Founder's intended market (sporting event outcome prediction products and services).

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Arizona.

The undersigned executed this Agreement as of 02 / 05 / 2013 ("Date").

<p style="text-align: center;"><u>Founder</u></p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>Jared Park</u></p> <p>Address: <u>1930 E Palmcroft Dr.</u> <u>Tempe, Arizona 85282</u></p>	<p style="text-align: center;"><u>Advisor</u></p> <p>Signature: <u>[Signature]</u></p> <p>Name: <u>Jon McAuliffe</u></p> <p>Address: <u>35 Westminster Ave</u> <u>Kensington, CA 94708</u></p>
---	--