

JOINT CONTENT LICENSE AGREEMENT

This JOINT CONTENT LICENSE AGREEMENT (the “**Agreement**”), dated February 1, 2018 (the “**Effective Date**”), is made by and between WPT Enterprises, Inc., a Delaware corporation, with offices located at 1920 Main Street, Suite 1150, Irvine, CA 92614 (“**WPT**”), and ZYNGA INC., a Delaware corporation with offices located at 699 8th Street, San Francisco CA, 94103 (“**Zynga US**”) and ZYNGA GAME IRELAND LIMITED, a limited company organized under the laws of Ireland, resident in Ireland and having its registered office located at The Oval, Building One, Third Floor 160 Shelbourne Road Ballsbridge 4 Co. Dublin Ireland (“**Zynga Ireland**,” and together with Zynga US and their respective Affiliates, “**Zynga**”).

In addition to the Definitions set forth in Section 1 of the Additional Provisions (attached and incorporated by reference), all capitalized terms used herein shall have the meanings set forth below.

In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

BASIC PROVISIONS

1. **Joint Content License Relationship.** Among other games, Zynga produces and distributes the ZYNGA POKER® game on a number of global platforms, including Apple iOS, Google Android, Facebook and the zynga.com website. The ZYNGA POKER® game features a Zynga Poker Tournaments Mode that Zynga can customize. Among other things, WPT is the creator of the World Poker Tour, WPT Tournaments and the WPT Invitational Tournaments. WPT Tournaments and WPT Invitational Tournaments are televised poker tournaments where a partner can promote its brand. The parties desire to work cooperatively, but independently, to use commercially reasonable efforts to engage in the marketing and promotional activities described in Exhibit A, including, but not limited to Zynga promoting the WPT brand in a WPT-branded Zynga Poker Tournament Mode, and WPT promoting the Zynga brand in WPT Tournaments and WPT Invitational Tournaments. This Agreement describes the terms of a content license and cooperative marketing relationship under which each party will independently or cooperatively engage in mutually agreed activities to promote each other’s products and services throughout the Territory (as defined below).
2. **Territory.** The Territory for this Agreement is worldwide, but not including Asian countries (including, but not limited to, Bangladesh, Bhutan, Brunei, Cambodia, East Timor, Hong Kong, India, Indonesia, Japan, Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nepal, North Korea, Pakistan, People’s Republic of China, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Vietnam). The parties acknowledge and agree that the rights granted hereunder by Zynga (a) with respect to the United States are granted to, held and exercised by Zynga US and (b) with respect to all other parts of the Territory are granted to, held and exercised by Zynga Ireland.

3. **Term.** This Agreement will be in effect for three (3) years from the Effective Date (“**Initial Term**”) unless terminated earlier in accordance with this Agreement. This Agreement shall automatically extend for an additional two (2) years on the same terms herein (“**Renewal Term**”) provided WPT receives payments greater than twelve million U.S. dollars (\$12,000,000) within the Initial Term. The Initial Term and any such Renewal Term are collectively referred to as the “**Term**.**”**
4. **Annual Minimum Guarantee.** Zynga will pay WPT three million U.S. dollars (\$3,000,000) per year according to the following schedule (which the parties may alter upon mutual agreement) (the “**Annual Minimum Guarantee**”):
 - a. Within thirty (30) days of executing this Agreement: \$1.5M
 - b. July 1, 2018: \$1.5M
 - c. January 1, 2019: \$1.5M
 - d. July 1, 2019: \$1.5M
 - e. January 1, 2020: \$1.5M
 - f. July 1, 2020: \$1.5M
5. **Royalty.** Zynga will pay to WPT ten percent (10%) of the cumulative Net Revenue (as defined in Section 3.b. of the Additional Provisions (“**Royalty**”)) from the WPT-branded Zynga Poker Tournament Mode or other such use of the WPT brand on the Zynga platform. Zynga shall not be required to pay the Royalty to the extent offset by the Annual Minimum Guarantee payments previously paid to WPT during the Term. Conversely, Zynga shall not be required to make Annual Minimum Guarantee payments to the extent offset by the Royalty previously paid to WPT during the Term.

The Additional Provisions and any attached Exhibits are incorporated by reference.

Signature page to follow.