

CONSULTANT CONTRACT

This agreement for contract lobbying services ("Agreement") is between Cordo & Co., LLC (including its members, partners, associates, affiliated counsel, employee and agents, collectively referred to as "Consultant") and Fantasy Sports Trade Association ("Client"). Consultant agrees to provide lobbying and consulting services ("Services") for Client in the State of New York ("State").

During the term of this Agreement and in furtherance of its work on behalf of Client, Consultant may be contacted by employees and agents of FSTA, DraftKings Inc., FanDuel, Inc. and/or the law firm of Orrick, Herrington & Sutcliffe, LLP.

Scope of Association: Consultant agrees to represent Client on matters concerning the government relations needs of the fantasy sports industry before the State Legislature, Governor's Office and all other State Government Agencies. Services may include, but shall not be limited to: (i) assisting and advising Client in developing strategy; (ii) participating in and representing Client at meetings and hearings before the aforementioned bodies; (iii) monitoring and reviewing legislation and other actions proposed by the aforementioned governmental bodies for potential impact on Client's interests in the state and advising Client regarding same; (iv) advising and assisting client to pass or defeat legislation or other proposed action by governmental bodies; and (v) carrying out other activities related to advancing the interests of the fantasy sports industry.

1. **Contract Term:** This Agreement shall commence as of November 11, 2015, and conclude on December 31, 2016.

Compensation: Client shall pay Consultant a fee of Nine Thousand Five Hundred Dollars (\$9,500) per month.

Consultant shall invoice Clients on a monthly basis by sending two invoices - one to DraftKings, Inc. for half of the monthly fee and half of other expenses that are reimbursable under this agreement, and one to FanDuel, Inc. for half of the monthly fee and half of other expenses. Clients agree to reimburse Consultant for any lobbying registration fees paid by Consultant in connection with this Agreement. Clients will not reimburse Consultant for postage, telephone and facsimile charges, mileage, word processing, or other incidental expenses. Any additional expenses for reimbursement must be approved by Clients in advance.

2. **Compliance:** Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents to Client that (i) it has obtained all licenses, permits, and/or approvals necessary for the performance of the services, and (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, or approvals or in violation of any applicable law or regulation.

Consultant shall ensure compliance with all legally required reports related to the Services, including without limitation the Consultant shall timely file reports that are required to be filed by FSTA directly, unless explicitly prohibited from doing so by

applicable law. In the event Consultant is expressly prohibited by applicable law from actually filing such reports, Consultant shall provide all necessary assistance in complying with timely filing requirements. Consultant shall promptly provide Client with copies and notice of all filings made on its behalf relating to this Agreement.

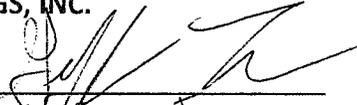
3. **Confidential Information:** Consultant shall preserve in strict confidence any information it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement.
4. **Contract Termination:** This Agreement can be terminated by either party, with or without cause, at any time during the Contract Term with thirty (30) days notice. Client will be responsible for services rendered through the termination date.
5. **Preapproval for Testimony and Submission of Written Materials:** Consultant shall obtain Client's prior approval before giving formal written or oral testimony on Client's behalf or in Consultant's capacity as Client's representative. Any written materials submitted by Consultant on behalf of Client shall be approved in advance by Client or legal counsel at Orrick, Herrington & Sutcliffe LLP.
6. **Independent Contractor:** The relationship between Client and Consultant intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

Execution: IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by Client and Consultant.

CORDO & CO., LLC

Signature: 
Name: Steven W Harris
Title: President
Date: November 11, 2015

DRAFTKINGS, INC.

Signature: 

Name: Griffin Trach

Title: Counsel, Government Affairs

Date: 11/13/15

FANDUEL, INC.

Signature: 

Name: Cory Fox

Title: Counsel

Date: 11/13/15