



# INDEPENDENT AFFILIATE AGREEMENT

This affiliate agreement (the "Agreement"), effective the latter of August 25, 2017, or the date of Affiliate's enrollment ("Effective Date"), is between the enrolling/enrolled Affiliate and United Games, LLC ("United Games"), a Utah limited liability company.

I. United Games provides mobile products and applications for its customer to participate in mobile gaming that is made available to customers through affiliates.

II. Affiliate desires to register as an affiliate with United Games and facilitate in the distribution of United Games products and applications.

III. United Games desires that Affiliate facilitate in the distribution of United Games products and applications in exchange for a portion of the revenues received from customers according to a commission plan.

The parties agree as follows:

## Article I Affiliate Arrangement

1.1 **Products; Applications.** Affiliate may sell and solicit orders for United Games products and applications in accordance with this Agreement. Affiliate shall submit such orders directly to United Games and United Games may accept or reject such orders that Affiliate submits.

1.2 **Commission Plan.** If Affiliate is qualified, United Games shall pay Affiliate commissions according to the United Games Commission Plan. This United Games Commission Plan is incorporated into and made part of this Agreement. Affiliate must be in good standing, and not in violation of this Agreement, to be eligible for any form of compensation from United Games.

1.3 **Open Enrollment.** United Games establishes open enrollment periods whereby individuals or business entities may enroll as affiliates for United Games. Affiliate may enroll individuals/business entities, during these open enrollment periods. United Games may accept or reject new affiliate enrollments at its sole discretion.

1.4 **Policies; Procedures.** United Games promulgates a document containing policies and procedures that guide and instruct affiliates and customers ("Policies and Procedures"). These Policies and procedures are incorporated into and made part of this Agreement. Accordingly, Affiliate shall comply with these Policies and Procedures. The Policies and Procedures are available through the Locker Room.

1.5 **Locker Room.** United Games provides affiliates with an online account called a Locker Room that provides affiliates with information specific to that affiliate's relationship and activities with United Games. Affiliate shall pay a monthly Locker Room Technology Subscription as further described in the Policies and Procedures. Affiliate must be in good standing, and not in violation of this Agreement, to be eligible for access to the Locker Room.

1.6 **Amendment.** United Games may amend this Agreement, the Policies and Procedures, the United Games Commission Plan, or the Locker Room Technology Subscription at any time. An amendment to any of these documents will become effective thirty (30) calendar days after notice of the amendment is made available through the Locker Room. Affiliate shall comply with these amendments. Affiliates continuation of business with United Games or acceptance of any form of compensation after the effective dates of such amendments will constitute acceptance of the amendments.

1.7 **Term.** The term of this Agreement is month-to-month, subject to prior cancellation pursuant to the policies and procedures. If Affiliate fails to pay the monthly Locker Room Technology Subscription described in Section 1.5 of this Agreement, Affiliate's business with United Games will be suspended and cancelled as specified in the Policies and Procedures. This Agreement will automatically renew each month unless written notice is received fifteen (15) calendar days prior to the end of that calendar month. In the event of termination or non-renewal, Affiliates waives all rights, including property rights to former downline organization of customers and affiliates, and any form of compensation derived from Affiliates former downline organization of customers and affiliates. United Games may terminate this Agreement if Affiliate elects to: (i) cease business operations with United Games; or (ii) terminate distribution of United Games products and applications via direct selling channels.

1.8 **Presentation; Marketing.** Affiliate shall present and market United Games products and applications to potential customers and affiliates as set forth in official United Games literature, including presenting the official United Games Commission Plan and other United Games materials to potential new affiliates during an open enrollment period.

1.9 **Discipline.** If Affiliate fails to comply with the terms of this Agreement, United Games may impose upon Affiliate disciplinary sanctions as set forth in the Policies and Procedures.

## **Article II Status; Tax; Liability; License**

2.1 **Affiliate Status.** Affiliate is a temporary independent contractor and not a United Games employee, partner, franchise, or legal representative. Accordingly, Affiliate will not be treated as an employee of United Games for federal or state tax purposes. United Games is not responsible for withholding, and will not without or deduct any tax, including the Federal Insurance Contributions Act tax, from any form of compensation that Affiliate receives. Affiliate is not entitled to worker's compensation benefits or unemployment security benefits from United Games. Affiliate certifies that they are at least eighteen (18) years of age.

2.2 **Tax Information.** Affiliate shall submit accurate and complete tax information through the Locker Room in accordance with the United States Internal Revenue Service W-9 Form. Affiliate is not eligible to receive any form of compensation until all requested tax information has been submitted through the Locker Room. If Affiliate does not submit all requested tax information within six (6) months from the date on which Affiliate is prompted to do so through the Locker Room, this Agreement is cancelled and ineffective.

2.3 **Release of Liability.** Affiliate releases United Games and its subsidiaries and/or affiliates from all liability arising from or relating to Affiliate's promotion or operation of United Games business and any activities related to such promotion or operation, including the

presentation of United Games products, applications, or a commission plan, the operation of a motor vehicle, and the lease of meeting or training facilities. Affiliate shall indemnify United Games for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Affiliate undertakes in operating United Games related business.

2.4 **License.** Affiliate grants United Games an irrevocable license to reproduce and use Affiliate's name, photograph, video recording, personal story, testimonial, and/or likeness in advertising or promotional materials, including use in online forums. Affiliate waives all claims of remuneration for such use and the right to inspect or approve all draft, beta, preliminary, or finished material.

## **Article III General Provisions**

3.1 **Executed Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by fax or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Each of the parties hereby expressly forever waives any and all rights to raise the use of a fax machine or e-mail to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or e-mail, as a defense to the formation of a contract.

3.2 **Successors and Assigns.** Except as expressly provided in this Agreement, each and all of the covenants, terms, provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

3.3 **Article; Section Headings.** The article and section headings used in this Agreement are inserted for convenience and identification only and are not to be used in any manner to interpret this Agreement.

3.4 **Severability.** Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

3.5 **Governing Law.** This Agreement is governed by the laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. In the event of a dispute between an Affiliate and United Games arising from or relating to this Agreement, the United Games business or program, or the rights and obligations of either party, the parties shall resolve the dispute as more fully described in the Policies and Procedures. If any court action is necessary to enforce the terms and conditions of this Agreement, the parties hereby agree that the applicable court in Salt Lake or Utah County, Utah, shall be the sole jurisdiction and venue for the bringing of such action.

(a) **Louisiana Residents:** Notwithstanding the foregoing, Louisiana residents may bring an action against United Games with jurisdiction and venue as provided by Louisiana law.

(b) **Suit Timetable.** If a party wishes to bring an action against the other party for any act or omission relating to or arising from this Agreement, such action must be brought within one (1) year from the date on which the party knows, or through reasonable diligence should know, of the conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the other party for such act or omission. The parties waive all claims that any other statute of limitations applies.

3.6 **Entire Agreement.** This Agreement, and all references, documents, or instruments referred to herein, contains the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein. The parties have expressly not relied upon any promises, representations, warranties, agreements, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes any and all prior written or oral agreements, understandings, and negotiations between the parties with respect to the subject matter contained herein.

3.7 **Attorney's Fees.** If any legal action (including arbitration) is necessary to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to costs and reasonable attorney's fees.

3.8 **Amendment; Assignment.** Affiliate cannot amend this Agreement without prior, express written consent from United Games. Any attempt to transfer or assign the Agreement without the prior, express written consent from United Games renders the Agreement voidable at the option of United Games and may result in termination of Affiliate's business.

3.9 **Cancellation.** Affiliate may cancel this Agreement at any time, regardless of reason; provided, however, that Affiliate complies with the fifteen (15) day notice of termination procedures described in Section 1.7 of this Agreement. Cancellation must be submitted in writing to United Games via email or completed through the Locker Room.

(a) **Maryland Residents:** An affiliate this is a resident of the state of Maryland may cancel this Agreement for any reason within three (3) months after the date of receipt of goods or services first ordered; upon cancellation, United Games shall repurchase the goods and the repurchase price must be at least 90% of the original price paid by the affiliate.

(b) **Montana Residents:** An affiliate that is a resident of the state of Montana may cancel this Agreement within fifteen (15) days from the Effective Date, and is entitled to a full refund of any consideration paid within such time period to participate in the program.

(c) **Louisiana, Massachusetts, and Wyoming Residents:** If an affiliate that is a resident of the states of Louisiana, Massachusetts, or Wyoming cancels this Agreement, United Games shall refund 90% of any activation fees that affiliate incurred during the current year upon receipt of a written request.

(d) **Puerto Rico Residents:** An affiliate that is a resident of the territory or Puerto Rico may cancel this Agreement at any time within ninety (90) days from the Effective Date, or at any time upon showing of United Games' noncompliance with any of the essential obligations of this Agreement or any act or omission by United Games adversely affecting the interests of the affiliate in the development of the market of the properties or services. Affiliate's

cancellation must be sent to United Games in writing and sent via registered mail. If an affiliate cancels under these conditions, United Games shall: (i) reacquire the totality of any products or applications that affiliate purchased from United Games which are in affiliate's possession and were acquired directly from United Games and not purchased from an app store at a price of not less than 90% of their original net cost; (ii) return to affiliate not less than 90% of the original net cost of any products or applications that affiliate acquired from United Games; and (iii) return 90% of any sum affiliate paid for the purpose of participating in the business.

**3.10 Waiver.** Any waiver by either party of any breach of this Agreement must be in writing and signed by an authorized agent of the party against which the waiver is asserted. Any waiver of a breach by a party will be a one-time waiver only and will not operate or be construed as a waiver of any subsequent breach.

**3.11 Notices.**

(a) Method and Delivery. All notices, requests and demands hereunder shall be in writing and delivered by hand, by Electronic Transmissions, by mail, or by recognized commercial over-night delivery service (such as Federal Express or UPS), and shall be deemed given (i) if by hand delivery, upon such delivery; (ii) if by Electronic Transmissions, upon telephone confirmation of receipt of same; (iii) if by mail, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified mail, postage prepaid; (iv) if by telegram, upon telephone confirmation of receipt of same; or, (v) if by recognized commercial over-night delivery service, upon such delivery.

(b) Consent to Electronic Transmissions. Each party hereby expressly consents to the use of Electronic Transmissions for communications and notices under this Agreement. For purposes of this Agreement, "Electronic Transmissions" means a communication (i) delivered by facsimile telecommunication or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the sending party; and, (ii) that creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

**3.12 Time.** All parties acknowledge that time is of the essence as to this Agreement.

**3.13 No Third-Party Beneficiaries.** This Agreement has been entered into solely by and between United Games and Affiliate, solely for their benefit. There is no intent by either party to create or establish a third-party beneficiary to this Agreement, and no such third party shall have any right to enforce any right, claim, or cause of action created or established under this Agreement.

Upon initial enrollment, Affiliate has five (5) days from the Effective Date to review this Agreement, the Policies and Procedures, and the Commission Plan. If Affiliate does not agree to any provision in any of these documents, Affiliates sole recourse is to terminate their application and cancel this Agreement. This Agreement is dated as of the Effective Date listed above.