



Policies & Procedures

1. These Policies and Procedures, in their present form and as amended at the sole discretion of United Games, LLC (hereafter "United Games" or the "Company"), are incorporated into the United Games Independent Affiliate Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the United Games Independent Affiliate Agreement, the United Games Policies and Procedures, and the United Games Commission Plan.
2. Independent Contractor Relationship - Affiliates are independent contractors and not employees of United Games. In all written, graphic, or digital material used for United Games business purposes, Affiliates must represent themselves as an "Independent United Games™ Affiliate." In verbal conversations with prospective Affiliates and customers, Affiliates must not introduce themselves as anything other than an "Independent United Games Affiliate." Affiliates shall not lead anyone to believe that they are employees of United Games.
3. General Conduct - Affiliates shall safeguard and promote the good reputation of United Games and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Affiliates shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this policy, and the following list is not a limitation on the standards of conduct to which Affiliates must adhere pursuant to this policy, the following standards specifically apply to Affiliates' activities:
 - Deceptive conduct is always prohibited. Affiliates must ensure that their statements are truthful, fair, accurate, and are not misleading.
 - If an Affiliate's United Games business is cancelled for any reason, the Affiliate must discontinue using the United Games name, and all other United Games intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
 - Affiliates may not represent or imply that any state or federal government official, agency, or body has approved or endorses United Games, its program, or products.
 - Affiliates must not engage in any illegal, fraudulent, deceptive, unethical, or manipulative conduct in the course of their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.
 - Any creation of Affiliate and/or Player accounts without prior consent of the individual, OR registration of accounts that are invalid, fraudulent, or otherwise used in any attempt to defraud the Company or manipulate its programs and processes, is strictly prohibited.

4. Social Media - In addition to meeting all other requirements specified in the Agreement, should an Affiliate utilize any form of social media in connection with their United Games business, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:
- Affiliates are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.
 - Affiliates shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
 - No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the United Games' corporate website or an official United Games corporate social media page.
 - It is each Affiliate's responsibility to follow the social media site's terms of use.
 - Any social media site that is directly or indirectly operated or controlled by an Affiliate that is primarily used to discuss or promote United Games' products, or the United Games opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than United Games.
 - During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the United Games business or United Games' products to directly or indirectly solicit United Games Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action on a social media site that may reasonably be foreseen to draw an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision.
 - If an Affiliate creates a page on any social media platform that promotes or relates to United Games, its products, or opportunity, the page may not promote or advertise any competing products or any direct selling or network marketing business other than United Games and its products. If the Affiliate's United Games business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the page.

5. Affiliate Created Marketing Methods, Advertising, and Promotional Material (Sales Tools) - To ensure that the Sales Tools are not deceptive, contain only substantiated claims, all Affiliate created Sales Tools must be submitted to the Company and receive written approval before they can be used or made public. Affiliates who receive written authorization from United Games to produce and publish Sales Tools may make approved Sales Tools available to other Affiliates free of charge if they wish, but may not sell the Sales Tools to other United Games Affiliates (any sale or attempt to sell Sales Tools to another Affiliate may result in the termination of the offending Affiliate's United Games business). United Games reserves the right to rescind approval for any approved Sales Tools, and Affiliates waive all claims against United Games, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission. Approved Sales Tools will be posted in the Tools section of Affiliates' Back Office ("Locker Room"), and will be available for all Affiliates' use free of charge. The Affiliate(s) who created the Sales Tools grants United Games and other Independent Affiliates an irrevocable license to use the Sales Tools for United Games business purposes at its discretion, and waives all claims, including but not limited to intellectual property right claims, and/or claims for remuneration against United Games, its officers, directors, owners, agents, and other Independent Affiliates for such posting and/or use of the Sales Tools.

Affiliates may not use any of United Games' trademarks, trade names (including but not limited to the term "United Games"), artwork, logo, or other intellectual property in any social media posting or other Affiliate produced promotional material.

6. Trademarks and Copyrights - The name "United Games" and other names, such as "FireFan", as may be adopted by the Company are proprietary trade names, trademarks and service marks of United Games. Affiliates are prohibited from using United Games' trademarks and trade names in promotional media. Under no circumstances may an Affiliate use any of United Games' trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any Sales Tools.

United Games commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events, Company executives, Affiliates and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Affiliates may not record Company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Affiliates shall not copy any such materials for their personal or business use without the Company's prior written approval.

7. Affiliate Web Sites and Mobile Applications - Affiliates may create one external website or mobile app to promote their United Games business and United Games products, but such external website or mobile app must comply with the following:

- External websites and mobile apps may not take and/or process product or service orders, sales or Affiliate enrollments.
- The external site or mobile app must be directed to the United Games' corporate website to process sales and/or enrollments.
- All external websites and mobile apps must clearly and conspicuously identify the Affiliate who is operating the external website or mobile app, and must clearly and conspicuously disclose that he/she is a United Games Independent Affiliate, and that the site is not United Games' corporate website. Websites or mobile apps that do not identify the promoter of the site or mobile app and/or that he/she is promoting United Games' products or the United Games opportunity (so called "blind" websites and apps), are not permitted.
- Upon cancellation of an independent Affiliate's United Games Agreement for any reason, the former Affiliate must immediately remove the external site from the internet and cancel the operation of the mobile app;
- The external website or mobile app must exclusively promote United Games' products and United Games' opportunity.
- Prior to going live with an external website or mobile app, the Affiliate must submit a beta site or beta app to the Company for review and receive the Company's written authorization to use the website or mobile app. Following approval, any amendments to the Site or app must also be submitted to the Company and receive written approval before going live.
- Affiliates may not sell access to, or use of, their external website or mobile app to other Affiliates.
- An Affiliate's external website or mobile app may not use any of United Games' trademarks, trade names, artwork, graphics, or other intellectual property.

United Games reserves the right to rescind approval for any approved external web site or mobile application, and Affiliates waive all claims against United Games, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

8. Change of Referer - The only means by which an Affiliate may legitimately change his/her Referer is by voluntarily canceling his/her United Games business in writing or via the Locker Room and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Affiliate may reapply under a new Referer, if done during an open enrollment period or otherwise authorized at the Company's sole discretion. The Affiliate will lose all rights to his/her former sales organization upon his/her initial cancellation.
9. Waiver of Claims - In cases wherein an Affiliate improperly changes his/her Referer, United Games reserves the sole and exclusive right to determine the final disposition of the sales organization that was developed by the Affiliate in his/her second independent business. **AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST UNITED GAMES, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS**

THAT RELATE TO OR ARISE FROM UNITED GAMES'S DECISION REGARDING THE DISPOSITION OF ANY SALES ORGANIZATION THAT DEVELOPS BELOW AN AFFILIATE WHO HAS IMPROPERLY CHANGED HIS/HER REFERER.

10. Income Claims - When presenting or discussing the United Games opportunity or commission plan to a prospective Affiliate, Affiliates may not make income projections, income claims, income testimonials, use income calculators or disclose their United Games income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other United Games Affiliate. Nor may Affiliates make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the Affiliate is able to enjoy a luxurious or successful lifestyle due to the income they earn from their United Games business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an Affiliate was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.
11. Commission Plan and Program Claims - When presenting or discussing the United Games commission plan, you must make it clear to prospects that financial success in United Games requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:
 - o It's a turnkey system.
 - o The system will do the work for you.
 - o Just get in and your income will build through spillover.
 - o Just join and I'll build your sales organization for you.
 - o The Company does all the work for you.
 - o You don't have to sell anything.
 - o All you have to do is buy your tokens every month.

The above are just examples of improper representations about the commission plan and the Company's program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Affiliate without commitment, effort, and sales skill.

12. Media Inquiries - Affiliates must not interact with the media regarding the United Games business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to United Games' marketing department by contacting support@unitedgames.com.
13. Non-solicitation - United Games Affiliates are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter, with the exception of an Affiliate's personally Referred Affiliates, an Affiliate may not directly or indirectly Recruit other United Games Affiliates for any other network marketing business. The term "Recruit" means the direct or indirect, actual or attempted, sponsorship, referral, solicitation, enrollment, encouragement, or effort to

influence in any other way, another United Games Affiliate to enroll or participate in a network marketing opportunity. This conduct constitutes Recruiting even if the Affiliate's actions are in response to an inquiry made by another Affiliate or customer.

If an Affiliate is engaged in other non-United Games business or network marketing program, it is the responsibility of the Affiliate to ensure that his or her United Games business is operated entirely separate and apart from all other businesses and/or network marketing programs. To this end, the Affiliate must not:

- Display United Games promotional material, sales aids, or products with or in the same location as, any non-United Games promotional material or sales aids, products or services (Pinterest, Instagram, and similar social media sites are exempt from this policy).
- Offer the United Games opportunity, products or services to prospective or existing customers or Affiliates in conjunction with any non-United Games program, opportunity or products.
- Offer, discuss, or display any non-United Games opportunity, products, services or opportunity at any United Games related meeting, seminar, convention, webinar, teleconference, or other function;
- Discuss United Games, its products, or games on any social media forum in which the Affiliate discusses the products or program of a network marketing business or the products or services of any network marketing business.

United Games and Affiliate agree that any violation of this policy shall cause United Games irreparable harm for which there is no adequate remedy at law, and the injury to United Games shall outweigh the potential injury to Affiliate, and therefore United Games shall be entitled to emergency and permanent injunctive relief to prevent further violations of this policy.

14. Handling Personal Information - If you receive Personal Information from or about prospective Affiliates or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it for legitimate business purposes. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customer's, Affiliate's and prospective Affiliate's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.
15. Confidential Information - "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to United Games' Affiliates and/or customers: (a) that is contained in or derived from any Affiliates' respective Locker Room; (b) that is derived from any reports issued by United Games to Affiliates to assist them in operating and managing their United Games business; and/or (c) to which an Affiliate would not have access or would not have acquired but for his/her affiliation with United Games. Confidential Information constitutes proprietary business

trade secrets belonging exclusively to United Games and is provided to Affiliates in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Affiliate's use in building and managing his/her Independent United Games business.

Any violation of this policy shall cause United Games irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to United Games shall outweigh any harm to Affiliate if injunctive relief is awarded to the Company. United Games shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of this policy.

16. **Product Inventory & Bonus Buying** - Affiliates may not carry an inventory of United Games products or assets for resale. All commissions and bonuses are deposited into Affiliates' accounts by the Company. In addition, bonus buying is strictly prohibited. Bonus buying is the purchase or acquisition of merchandise, product or assets, including in-app elements, for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases or acquisitions by legitimate end user consumers for actual, legitimate use. Volumes from such activities are ineligible for commissions and bonuses. The Company reserves the right to deduct or remove volumes and balances of tokens, tickets, or any other purchase or acquisition of merchandise, in-app elements/rewards, bonuses, etc., stemming from activity deemed to be illegitimate, at the sole discretion of the Company.
17. **Limitations on Affiliate and Household Businesses** - Affiliates may own, operate, control, or have an interest in, only one United Games business.
18. **Actions of Affiliated Parties and Household Members** - The term "Business Entity" shall mean any corporation, partnership, limited liability company, trust or other entity that owns or operates a United Games independent business. The term "Affiliated Party" shall mean any individual, partnership, trust, limited liability company, or other entity that has an ownership interest in, or management responsibility for, a Business Entity.

A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violates the Agreement, United Games may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of an Affiliate engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Affiliate.

19. **Negative Comments** - Complaints and concerns about United Games should be directed to the Support Department. Affiliates must not disparage, demean, or make negative remarks to third parties or other Affiliates about United Games, its owners, officers, directors, management, other United Games Affiliates, the marketing tools and Commission Plan. Disputes or disagreements between any Affiliate and United Games shall be resolved through the dispute resolution process, and the Company and Affiliates

agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

20. Adjustment to Bonuses and Commissions - Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to United Games for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs, and continuing every pay period thereafter until the commission is recovered, from the Affiliates who received bonuses and commissions on the sales of the refunded products. The Company reserves the right to remove current volumes and deduct any amount of previously paid commissions or bonuses stemming from illegitimate volume acquisition within the previous 6 months, such as is described in Section 16 of this document, from current commission payouts and continue deductions from future payouts thereafter until the commissions/bonuses are recovered from the Affiliates who received bonuses and commissions on such volumes.

United Games reserves the right to withhold or reduce any Affiliate's compensation as it deems necessary to comply with any garnishment or court order directing United Games to retain, hold, or redirect such compensation to a third party.

21. Membership, Billing and Refunds - United Games will bill the credit card for the initial activation fee at the time of enrollment. The elected monthly token subscription will continue month-to-month and automatically renew unless and until you cancel your subscription or we terminate it. You shall provide us with a current, valid, accepted method of payment (as such may be updated in the Affiliate Back Office/Locker Room from time to time, "Billing And Subscriptions"). You must cancel your subscription before it renews each month in order to avoid being automatically billed by e-mailing support@unitedgames.com or by canceling through the Locker Room. You may see the charge appear on your credit card statement as "UNITED GAMES/FIREFAN". Upon successful payment of the activation fee, you will be given immediate access to the United Games Affiliate Back Office (Locker Room). Upon successful payment for tokens, the tokens will immediately be available in your account.

21.1 Recurring Billing - By enrolling in the United Games affiliate program and providing a payment method you expressly agree that United Games is authorized to charge you a monthly subscription at the then current rate, and any other charges you may incur in connection with your use of the United Games affiliate membership to the credit card you provided during registration (or to a different credit card if you change your account information). Prices and charges are subject to change with notice. However, charges may change immediately if it is determined that a tax such as sales or VAT tax should apply to the billing. As used in these policies and procedures, "billing" shall indicate either a charge or debit, as applicable, against your credit card. The subscription will be billed monthly until you cancel your affiliate membership, opt-out of the token subscription or we terminate it. You may cancel your subscription by e-mailing

support@unitedgames.com or by canceling through the Locker Room. United Games automatically bills your credit card each month on the calendar day elected during enrollment, or a specific calendar day that may be elected by United Games, from time to time, on which to be billed. The Member is responsible to the credit card issuer for paying any foreign transaction fees associated with a United Games membership. United Games may also periodically authorize your credit card in anticipation of membership or related charges.

If the credit card on file declines for any reason, United Games reserves the right to retry the payment each day until we are able to successfully charge the credit card, or until we have reached our maximum number of retries. If our maximum number of retries has been reached and we have not been able to process a successful payment, your United Games affiliate membership may be put on hold and you will not be able to access the Locker Room. To maintain an active account and access to the Locker Room the credit card information needs to be updated and the account brought back to an active and in good standing status or achieve minimum volume through personal token purchases and/or purchases of personally sponsored players.

21.2 Payment Method - If you wish to use a different credit card or if there is a change in the existing credit card, such as expiration date or billing address, you should update your credit card information in the Billing and Subscriptions section of your account in the United Games Locker Room. If the credit card on file reaches its expiration date and you do not update the information, you will need to ensure you are within good standing by maintaining qualifying volume to maintain access to the Locker Room content until the credit card information is updated and the subscription is reactivated.

21.3 Price Changes - United Games may change fees and charges in effect or add new fees and charges from time to time, but will notify, in advance, these changes via email and/or text message.

21.4 Ongoing Membership - The United Games membership will continue month-to-month until you cancel the membership or United Games terminates it.

21.5 Right to Terminate - United Games reserves the right to terminate memberships or restrict use of our service, without notice, for any or no reason whatsoever.

21.6 Billing Disputes - For any billing related disputes, please contact us by email at billing@unitedgames.com.

21.7 No Refunds - PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.

United Games may provide a refund, discount or other consideration at any time and for any reason. The amount and form of such credits, and the decision to provide them, are at United Games's sole and absolute discretion. Awarding credits or refunds to you in one instance does not entitle you to refunds or credits in the future for similar instances, nor does it obligate United Games to provide credits in the future, under any circumstance.

22. Return of Merchandise and Sales Tools by Affiliates Upon Cancellation or Termination - Upon cancellation or termination of an Affiliate's Agreement, the Affiliate may return physical products and Sales Tools that he or she personally purchased from United Games within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable, sellable condition. The goods must be returned within 30 days from the date of the Affiliate's cancellation or termination. Upon the Company's receipt of returned goods and confirmation that they are in currently marketable condition, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). If the purchases were made through a credit card, the refund will be credited back to the same account. The merchandise must be returned within 30 days from the date of cancellation/termination. The monthly Affiliate Subscription, which includes tokens and access to the Marketing Tools and Affiliate Back Office (Locker Room), are not refundable except as may be required under applicable state law.
23. Order Cancellation - Retail customers have three business days (5 business days for Alaska residents, 15 days for residents of North Dakota age 65 and over. Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their initial activation purchase, if directly purchased from the Company (third party or app store purchases excluded) and receive a full refund upon return of the products in substantially as good condition as when they were delivered.
24. Montana Residents - A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment, and may return his or her sales kit within such time period and is entitled to a full refund for the sales kit and for any other consideration he/she paid in such time period to participate in the program.
25. Disciplinary Sanctions - Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Affiliate's United Games business, and/or any other disciplinary measure that United Games deems appropriate to address the misconduct. In situations deemed appropriate by United Games, the Company may institute legal proceedings for monetary and/or equitable relief.
26. Indemnification - Affiliates agree to indemnify United Games for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that United Games incurs resulting from or relating to any act or omission by Affiliate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. United Games may elect to exercise its indemnification rights through withholding any compensation due the Affiliate. This right of setoff shall

not constitute United Games' exclusive means of recovering or collecting funds due United Games pursuant to its right to indemnification.

27. Effect of Cancellation - An Affiliate whose business is cancelled for any reason will lose all Affiliate rights, benefits and privileges. This includes the right to represent yourself as an Independent United Games Affiliate, to sell United Games products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Affiliate and the Affiliate's former sales organization. This includes forfeiture of any past unclaimed commissions, bonuses, or other income. There is no whole or partial refund for Affiliate fees, subscriptions or renewal fees if an Affiliate's business is cancelled.
28. Voluntary Cancellation - You may cancel your business at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, by e-mailing support@unitedgames.com or by canceling through the Locker Room. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. An Affiliate may also voluntarily cancel his/her United Games business by failing to maintain monthly volume requirements.
29. Cancellation for Failure to Pay Monthly Subscription - If you fail to pay your monthly Subscription or maintain monthly volume requirements, your business will be placed on suspension for up to six consecutive months. After six consecutive months of nonpayment, your business will be permanently cancelled and may not be reinstated.

Prior to permanent cancellation, you may reinstate your business by enrolling and paying for a monthly subscription or achieving monthly volume requirements to reinstate your business.
30. Business Transfers - Affiliates in good standing who wish to sell or transfer their business must receive United Games' prior written approval before the business may be transferred. Requests to transfer a business must be submitted in writing to the Compliance Department at compliance@unitedgames.com. It is within United Games' discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Prior to transferring a business to a third party, the Affiliate must offer United Games the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.
31. Transfer Upon an Affiliate's Death - An Affiliate may devise his/her business to his/her heirs. Because United Games cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and United Games will transfer the business in its entirety and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide United Games with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a United Games Affiliate

Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

32. Business Distribution Upon Divorce - United Games is not able to divide commissions among multiple parties, nor is it able to divide a sales organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. United Games will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the United Games business automatically agrees to the United Games Affiliate Agreement.
33. Dissolution of a Business Entity - United Games is not able to divide commissions among multiple parties, nor is it able to divide a sales organization. Consequently, in the event that a business entity that operates a United Games business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The United Games business must be awarded in its entirety to a single individual or entity that was previously recognized by the Company as an owner of the business entity. The Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its United Games business, it must do so pursuant to Policy 28. In addition, the recipient of the United Games business must also execute and submit a United Games Affiliate Agreement to the Company within 30 days from the date of the dissolution of the business entity or the United Games business will be cancelled.
34. Assignment and Delegation by United Games - United Games shall not assign its rights in the Agreement of any individual Affiliate to any third-party without the written consent of the Affiliate. Notwithstanding the foregoing, if the assets of United Games, or a controlling ownership interest in United Games, is transferred to a third party, United Games may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.
35. Inducing Affiliates to Violate the Agreement - Affiliates shall not induce, encourage, or assist another Affiliate to violate the Agreement.
36. Reporting Errors - If an Affiliate believes that United Games has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Affiliate's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While United Games shall use its best efforts to correct errors reported more than 60 days after the date of the error, United Games shall not be responsible to make changes or remunerate Affiliates for losses for mistakes that are reported more than 60 days after the mistake occurs.
37. International Activities - Affiliates may not sell United Games products or conduct business activities of any nature, in any foreign country that the Company has not announced is officially open for business. Affiliates must follow all terms outlined in Section 44, which in some cases may prevent them from registering as an Affiliate under the laws of specific jurisdictions.
38. Dispute Resolution -

a. Confidential Arbitration Except as otherwise provided in the Agreement, any controversy or claim seeking arises out of or relates to the Agreement, the breach thereof, or the United Games business shall be settled through binding confidential arbitration. The Parties waive rights to trial by jury or to any court. The arbitration shall be filed with, and administered by JAMS in accordance with the Rules and Procedures, which are available on the JAMS website at <http://www.jamsadr.com/rulesclauses/xpqGC.aspx?xpST=RulesClauses>. Copies of JAMS Rules and Procedures will also be emailed to Affiliates upon request to United Games' customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah, without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement and the United Games business;
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases;

All arbitration proceedings shall be held in Orem, Utah or in another forum of your choice. The parties may select a mutually agreeable neutral arbitrator. If the parties do not agree on an arbitrator within 60 days from the date on which the arbitration is filed, the petitioner shall request that the AAA appoint an arbitrator. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

- Remedies that are available to you under applicable federal, state or local laws remain available under this arbitration policy.
- If you institute arbitration against United Games, the only arbitration fee you will be required to pay is \$250. All other arbitration fees shall be borne by United Games including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. You shall be responsible for paying your own attorney's fees, expert witness fees, and costs associated with prosecuting your case. If United Games

initiate arbitration, United Games will be responsible to pay all costs associated with the arbitration.

An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

39. The parties, their respective agents and attorneys, and the arbitrator shall maintain the confidentiality of the arbitration proceedings and all evidence associated with the arbitration, and shall not disclose to any third party;
- The substance of, facts underlying, or basis for, the controversy, dispute, or claim;
 - The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
 - The pleadings, the content of any pleadings, and exhibits to the pleadings, filed in any arbitration proceeding;
 - The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
 - The terms or amount of any arbitration award;
 - The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

If a Party violates its confidentiality obligations under this arbitration policy, the non-breaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys or agents breach the confidentiality provisions of this policy, the non-breaching Party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, and \$25,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each allegation, pleading, claim or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence or allegations relating to the dispute to any individual who is, or who may be, a witness to the dispute. The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty.

- a. Disputes Not Subject Arbitration or Mediation -
- Small Claims. You may seek remedies in small claims court for disputes or claims within the scope of the jurisdiction of the small claims court in the jurisdiction in which you reside so long as it is the only forum in which the dispute is pending.

- Equitable Relief. Notwithstanding the foregoing arbitration agreement, nothing in the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect the party's intellectual property, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Non-solicitation provisions of the Agreement.
- b. Class Action Waiver. All disputes arising from or relating to the Agreement, or arising from or relating to the United Games business, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any arbitration or lawsuit against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as an Affiliate. Submit your written opt-out notice to the Company at compliance@unitedgames.com.
- c. Liquidated Damages. In any case which arises from or relates to the wrongful termination of an Affiliate's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Affiliate's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Affiliate's sole remedy shall be liquidated damages calculated as follows:
- For Affiliates at the "Paid As" rank Amateur through Assistant Coach liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to United Games' commission plan in the twelve (12) months immediately preceding the termination.
 - For Affiliates at the "Paid As" rank Head Coach through Manager liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to United Games' commission plan in the eighteen (18) months immediately preceding the termination.
 - For Affiliates at the "Paid As" rank General Manager through Commissioner liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to United Games' commission plan in the twenty-four (24) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Affiliate pursuant to United Games' commission plan.

The Parties agree that the foregoing liquidated damage schedule is fair and reasonable.

An Affiliate's "Paid As" rank is the rank or title at which they actually qualified to earn compensation under the United Games commission plan during a pay-period. For purposes of this Policy, the relevant pay-period to determine an Affiliate's "Paid As" rank is the pay-period during which the Affiliate's business is placed on suspension or terminated, whichever occurs first. The "Paid As" rank differs from the "Title Rank," which is the highest title or rank that an Affiliate has ever achieved under the United Games commission plan.

- d. Damage Waiver. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages.
- e. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Utah County, State of Utah, or the United States District Court for the District of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement.
- f. Survival. This dispute resolution policy shall survive the termination of the Agreement.
- g. Louisiana Residents. Notwithstanding the foregoing, and the arbitration provision set forth above, residents of the State of Louisiana shall be entitled to bring an action against United Games in their home forum and pursuant to Louisiana law.

44. International Residents -

- a. Defined as anyone residing outside of the United States of America or its Territories, referred to as "US".
- b. International Residents are welcome to participate/sign up as customers or Affiliates with United Games, so long as they abide by and meet all requirements of the "Agreement" and the international resident policies outlined within this section.
- c. International Residents may refer other international residents to participate/sign up as affiliates or customers, only if that country is designated as "open" for business by United Games.
- d. International Residents who participate with United Games as an affiliate agree they are participating/signing up under US laws and regulations and that United Games is accepting and making such sales and contracts in the US as distant sales. For UK/EU residents, such agreements and sales practices have been modified to include EU consumer protection regulations, as required, and may provide slightly different rights.
- e. International Residents agree to provide true identification (i.e. Citizens ID# or valid passport #, or valid driver's license #) and contact information (i.e. name, address, phone # and email address, etc.) to United Games, in order to participate as Affiliates and receive commissions.

- f. International Residents agree that to be eligible for commissions or compensation of any kind, in lieu of providing IRS form W-9 as required for US citizens (stated in the “Agreement”), they will file with United Games, a US IRS form W-8BEN, claiming exemption from US withholding on commissions.
- g. International Residents understand that any income or social taxes required to be reported to or paid to their resident home country based on commissions or remuneration received from United Games, are solely and completely their own responsibility and not the responsibility of United Games.
- h. International Residents understand some aspects of the commission plan, or other forms of compensation or promotion available in the US may not be available nor offered by United Games in every country. Such may be modified at the sole discretion of United Games.
- i. International Residents accept that prices charged International Residents may be adjusted for services and products offered, to include sales taxes (including VAT, GST, or any other value added tax) as required by local laws, for supply of services, based on internet sales and location of supply. Prices will clearly indicate VAT inclusive or exclusive, if applicable, for the country represented.
- j. International Residents accept responsibility to ensure that when using a credit card to pay for services from United Games in US dollars, their bank will authorize such transactions. United Games shall not be held responsible for any effects on commission plan payouts or other compensation, in any form, should credit card authorization be denied.
- k. United Games may institute, at their sole discretion, thresholds for paying commissions, or charge a handling fee for the method of paying commissions to International Residents. When a threshold for payment is used, any commissions due to the International Affiliate, will be held on account and not lost, until such commission payment threshold is reached to trigger release of funds.
- l. All prices and commissions are always stated in US dollars in all United Games materials.
- m. In the future, should United Games accept other dollar currencies (i.e. Singapore, Canada, Hong Kong, etc) these will be clearly stated as SGD, CAD, HKD, etc.
- n. For UK/EU residents who become Affiliates or Customers, sales of United Games electronic services and products are made from the U.S. as distant sales with appropriate VAT collected and remitted to their country of residence, via MOSS registration.

Effective Date

The effective date of this Policies and Procedures is June 1, 2018.