



UNITED
DISCOUNT
SYSTEM

GLOBAL INTELLECT SERVICE – F.Z.C.
Ajman Free Zone, Shk.Rashid Bin Saeed
Al Maktom Street, Block C1

GLOBAL INTELLECT SERVICE FZC, Trade License No. 9478, address: Ajman Free Zone Authority (UAE), hereinafter referred to as the Administration of the Application moderator and the person, hereinafter referred to as the Customer, have concluded the present Agreement (Contract) on the following;

Terms and definitions:

Agent of Administration of the Application moderator is a legal entity acting under the Contract in behalf of the Administration of the Application moderator who has actual rights for the UDS Game Application, including but not limited to the intellectual and legal rights;

User is an individual using the Application free of charge in order to participate in the promotional actions of the Customers and (or) to obtain scores for recommendations.

Customer is a legal entity acquiring access to the console of the “UDS Game” Application, through which it gets access to the international network of the Application users.

Bonus scores are accruals of certain interests to the application User in the form of bonus scores from the purchases of his friends, whom he made a recommendation through the application, registering them in his team using the Application.

Cashier is an employee of the Customer, carrying out the primary account of the Users for each specific facility of the Customer by scanning QR code.

Subscription fee is a payment made by the Customer for continuous use of the Company’s services.

Marketing plan is a bonus crediting algorithm determined by the Customer for recommendation of the Company’s services and Products to other individuals.

1. Subject of the Agreement.

1.1. The subject of this agreement is to provide the Customer access to the UDSGame Software console (hereinafter referred to as the Application), through which the Customer is provided access to the international network of the Application Users, namely the Customer gets an opportunity to use the UDSGame Software for PC (hereinafter referred to as the UDSGame Software), and the Customer, acquiring such rights, shall pay remuneration to the

Agent of Administration of the Application moderator, within the time period, in the manner under the terms specified hereby.

1.2. The parties to this agreement are aware and agree that the Agent of Administration of the Application moderator acts for the benefit of the Administration of the Application moderator.

2. The name and characteristics of the UDSGame Software.

2.1. UDSGame Software consists of two parts:

2.1.1. Application for Users - individuals is provided to them free of charge and allows:

- to keep track of all offers of the Customer companies;
- to receive discounts from the Customers in accordance with paragraph 5.2 hereof;
- to receive scores for recommendations;
- to receive PUSH notifications from the companies.

2.1.2. Personal account for the Customer provides the following opportunities:

Function	Light package	Business package
View payment history	+	+
View Customers	+	+
View detailed information about the Customer	+	+
Add cashiers	Only 1 cashier	+
Add managers	+	+
Add items in the shop window	+	+
Create coupons	-	+
Create a price list	+	+
Add news	Only 1 a week	Only 2 a day
Distribute PUSH notifications	-	(Only 1 for 7 days)
View comments	+	+
View service evaluations	+	+

Add information about the company (name, description, work time, branches addresses, (in the sole event of their actual presence in the region), phone numbers)	+	+
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2.1.3. The Mobile application for the cashier allows to carry out accounts of the customers.

3. Cost of services. Order of payments.

3.1. The cost of providing the Customer access to the UDSGame Software console.

UDSGame Software shall be paid once at the activation and comes to.

- Business Package - nine hundred (900) conventional units.
- Light package - 400 (four hundred) conventional units.

By the conventional units is meant the US dollar, provided that 1 cu equals to USD1.

3.2. The payment shall be made by Bank cards of VISA or MasterCard payment systems. Subject to mutual agreement, the Agent of Administration of the Application moderator may draw an invoice.

3.3. The cost of the subscription fee shall be 20 (Twenty) cu for each calendar month starting from the date of activation.

3.4. If the Customer pays the subscription fee for using the company's products during the calendar year, the cost shall be 200 cu. If the customer terminates cooperation with the company during that period, the funds paid shall be non-refundable.

3.5. By the conventional units is meant the US dollar, provided that 1 cu equals USD1.

4. Arrangements for using the UDSGame Software.

4.1. When the Application activation the Customer shall be displayed in the issuing system for users in the Application and he gets an opportunity to monitor the provision and accounting of discounts and promotional actions provided to him.

4.2. The Customer shall be given a login and password, with which he has an opportunity to log in to his personal account from any mobile device.

4.3. UDS Game license cannot be re-registered for another company. The product is purchased once for one brand only.

5. Rights and liabilities of the parties.

5.1. *The Customer is entitled:*

- 5.1.1. To use all Application services in accordance with the rules.
- 5.1.2. To determine the rate of interests distributable into their levels and their number independently.
- 5.1.3. To place the Application logo in the facility.
- 5.1.4. To send a PUSH notification to all his Customers no more frequently than once per seven calendar days.
- 5.1.5. If necessary, to send additional PUSH notifications at additional charge.

5.2. ***The Customer's obligations and arrangements for using.***

- 5.2.1. For the full and efficient operation of the Application the Customer allows a basic discount for each and every customers using the UDSGame Application (Users). The Customer determines the name and range of products, on which the discount is established, at his discretion.
- 5.2.2. In addition to the basic discount, the Customer shall establish a size of referral discount distributed into three levels in accordance with the marketing plan. Their size also shall be determined at the Customer's discretion when the Application activation.
- 5.2.3. The Customer undertakes not to refuse the Customer to validate the checks.
- 5.2.4. The Customer agrees to modify the conditions of promotional actions and events no more frequently than once per ten calendar days.
- 5.2.5. Hereby the Customer understands and accepts that he has to see about the technical capability of the Application functioning independently, including the phone availability to scan the QR code and access to the Internet.
- 5.2.6. Independently to keep track of accounts and monitor his employees.
- 5.2.7. In case of refusal to use the Application immediately to notify the support division at the following address: support@udsgame.com.
- 5.2.8. The Customer agrees not to take any actions and not to post materials that violate existing law and norms of international law, including in the field of intellectual property, copyrights and/or related rights, or generally accepted rules of morality and ethics, as well as any actions that lead or may lead to failure of normal work of the Application and its services.
- 5.2.9. While registering a company that provides products or services via online-shop, Client undertakes to complete integration with UDS Game system. Client understands and accepts that online-shop is a website where products or services can be sold and purchased

through Internet. It also allows online users to make an order, choose a payment and delivery methods and make a purchase simply by using web-browser or the mobile app.

5.2.10. The use of Application materials without the consent of the copyright holders is not allowed.

5.2.11. Not to mislead the users of UDSGame Application by false promotional actions, discounts, as well as indication of not actually existing branch of the Customer's company.

5.3. Rights of the Administration of the Application moderator

5.3.1. The Administration of the Application moderator is entitled to distribute the Customer information about the Application development, new offers as well as advertising.

5.3.2. The Administration of the Application moderator is entitled to carry out preventive works with the temporary laying off of the Application work with or without advance notification of the Customers. The Parties hereby understand and accept that for the full Application functioning the Administration of the Application moderator will automatically send the updates and the Customer needs to set them timely.

5.3.3. The Administration of the moderator reserves the right at its sole discretion to change (moderate) or delete any information posted by the Customer.

5.3.4. If the Client repeatedly rejects mobile application user's invoice validation process, the Administration reserves the right to remove the Company from the general list and block the account in the UDS Game Software unilaterally. In this case, the funds paid for the Software are non-refundable

5.3.5. To suspend the services in case of non-receipt of a subscription fee.

5.3.6. To refuse the approval of the user publication in the general list based upon the rules of morality, as well as the general rules of the user's name, description and photos publication.

5.3.7. The company administration reserves the right to refuse any client to activate the license, if in the company's opinion, the Customer does not match the format of the Application. In this case, the license becomes not activated. The funds are non-refundable.

5.3.8. The Company Administration reserves the right to refuse activation of the license in case if Client is presented as:

- business that involves intimate goods & services;
- companies that provide alcoholic and tobacco products only;
- construction machinery dealers and manufacturers;

- business that is strictly forbidden in the country of residence;
- business coaches;
- insurance brokers and agents;
- pawn shops;
- loan agencies;
- Investment projects;
- companies providing spiritual services (wizards, astrologers, palm-readers etc);
- companies providing religious services;
- houses & flats for rent;
- companies providing assistance in selling UDS Game products;
- companies providing funeral services;
- services providing by individuals (photographers, make-up artists, stylists without business license);
- if the customer registers an independent associate network marketing companies, and companies working on the principle of multi-level marketing and in other cases when a physical person/an independent associate is not itself a company, and engaged in the sale of products and provision of discounts and bonuses on behalf of the company without being the same.

5.3.9. In case of failure in license activation money funds shall be returned to Client (exceptions are Partners and Clients with Partner account).

5.3.10. If the Customer is in breach of any of its obligations, the Administration is entitled to terminate the Contract unilaterally. In this case, the funds are non-refundable.

5.4. *Obligations of the Administration of the Application moderator:*

5.4.1. The Administration of the moderator is not entitled to keep track of the Customer's statistics.

5.4.2. The Administration of the moderator undertakes to provide functioning and technical support of the Software product.

6. Miscellaneous

6.1. The Administration of the Application moderator ensures that he has no access to accounting and other documents of the Customer.

6.2. Recognition of any provisions of the Contract invalid or not enforceable by the Court does not invalidate other provisions of the Contract.

6.3. Inaction on the part of the Administration of the Application moderator in case of violation of the provisions of the agreement by any Customer does not deprive the Administration of the Application moderator of the right to take appropriate actions later to protect his interests and copyright in the protected in accordance with the law Applications materials.

6.4. The Customer understands and accepts that the responsibility of the Administration of the Application moderator is limited to the posting the subject and terms of the transaction on the Website on behalf of the Customer.

6.5. If the Customer repeatedly violates the paragraph 5.2 hereof, the Administration of the Application moderator is entitled to lock the Customer's access.

6.6. In addition to the present Contract, the relationship between the Customer and the Administration of the Application moderator includes all special documents regulating the provision of certain services of the Application and which are placed in the public domain.

6.7. In consideration of the covenants herein, the Customer confirms his consent to receipt, process and store his personal data in accordance with privacy policy. Receiving, processing, storing and disclosing the Customer's personal data shall be carried out in accordance with the law and in order to provide the Customer existing and new services of the Application.

6.8. This agreement may be amended and/or supplemented by the Administration of the Application moderator unilaterally, unless as herein under paragraph 3.1. The Administration of the Application moderator ensures the provision of all services of the Application paid by the Customer in accordance with paragraph 3.1 and available at the time of this Contract conclusion throughout the term hereof.

6.9. The validity of this agreement is one calendar year from the date of the Application activation and in the absence of mutual claims shall be automatically prolonged for the same period. Each Party is entitled to terminate this Contract by giving not less than thirty calendar days prior notice to the other party before the intended date of termination.

7. Force majeure circumstances.

7.1. The Parties will be free from the responsibility for failure or improper fulfillment of obligations hereunder, if the proper fulfillment was impossible due to the force majeure circumstances, i.e. extraordinary and unavoidable circumstances under the given terms, such as natural disasters, fires, floods, earthquakes, military actions or imposition of the state of

emergency, strikes, civil disorders, adoption of legal acts, changes in legislation, preventing the fulfillment of obligations hereunder and which are beyond the control of the Parties, binding upon the Broadcaster and/or Copyright Holder.

7.2. The Party that is exposed to irresistible force must prove the force majeure existence by reliable documents.

8. Procedure of disputes settlement.

8.1. Appeals, offers and complaints of individuals and legal entities to the Administration of the Application moderator in connection with this agreement and all questions of the Application functioning, violations of the rights and interests of the third parties when it is used shall be sent by the email address support@udsgame.com.

8.2. All disputes and differences between the parties shall be settled through negotiations. If the parties are unable to settle disputes or differences independently, they settle them judicially at the location of the defendant.

**Best regards, the Administration of
GLOBAL INTELLECT SERVICE FZC company.**