

## PARTNERSHIP AGREEMENT

In order to become a Partner of [www.udsgame.com](http://www.udsgame.com) project, you have to read the Partnership Agreement (hereinafter referred to as the Partnership Agreement, Agreement) and to confirm your acceptance of the terms of the Agreement.

1. You may recall your consent for use of electronic documents at any time. However, after recall of the consent the present Agreement shall be automatically terminated. You will also lose your rights for compensation under the terms of the Agreement. If you want to recall your consent for use of electronic documents (and thereby terminate the Agreement with the Company) or update your personal data, you have to write an electronic letter and send it to the address: [support@udsgame.com](mailto:support@udsgame.com).

2. You agree that the Company may amend the content and terms of the Agreement on a unilateral basis at any time. Such amendments shall come into force from their publication at [www.udsgame.com](http://www.udsgame.com) and shall be applied to the Partnership Agreement with you. The last version of the documents shall be available for review, printing and download at the Company's official website at the address [www.udsgame.com](http://www.udsgame.com).

3. Selecting *I ACCEPT THE TERMS* below, you accept the terms of the Partnership Agreement. Clicking on CANCEL the registration procedure shall be terminated.

### Partnership Agreement

Web-resource [www.udsgame.com](http://www.udsgame.com) (administrator and moderator having exclusive rights for the App including, but not limited to, intellectual property rights - Global Intellect Service company – F.Z.C. Ajman Free Zone, Shk.Rashid Bin Saeed Al Maktom Street, Block C1, hereinafter referred to as *the Company*) offers any person to acquire a status of Partner of the website [www.udsgame.com](http://www.udsgame.com) by acceptance of the terms of the Partnership Agreement:

#### Terms and definitions:

*App* - UDS Game multicomponent software as described in paragraph 2.2 of the present Agreement as well as relative services of the Company offered to the Clients.

*Website* – web-resource [www.udsgame.com](http://www.udsgame.com).

*User* – individual using the App on a gratuitous basis in order to participate in offers of the Clients and (or) to receive the points for recommendations;

*Partner* – individual, individual entrepreneur or legal entity performing by its activity Recommendation of Company services in the App to the third parties or being compensated by the Company in accordance with the Marketing plan described in the present Agreement.

*Recommendation*– the Partner's action aimed at attraction of new Client or Partner. The recommendation shall be deemed to be performed by the Partner if the new Client during completion of the registration form has specified a login of the Partner having performed the Recommendation, the registration has been completed and the Package or License for the App have been paid for.

*Package* – information package including specific number of non-activated Licenses and other opportunities and services provided by the Company under the present Agreement.

*License* – non-exclusive user's right for use of the App, providing to the Client an access to international network of the Users provided for that the Client has paid the Subscriber's fee. It includes the App panel, Cashier app, the app for the institution (company) administrator.

*Personal (Individual) Page* – specific part of the web-resource reflecting the Partner's data, including the personal profile.

*Personal Profile* – specific closed part of the web-resource reflecting data on Bonus points, personal account, team and other information under the Marketing plan.

*Partner's Account* – personal profile that is a closed part of the opened web-resource of the Website allowing to move within the information space provided to the Partner by the Website in order to consult the parties concerned and assist them in registration as potential Clients or Partners. To log in to the Personal Profile

shall be used unique name and password assigned to the Partner at registration on the open web-resource of the Website, upon registration the Partner's account shall be assigned with a personal reference ID.

*Subscriber's fee* – recurrent fee paid by the Client for use of the App and services of the Company. The Subscriber's fee of the Partner shall be the fee paid by the Partner for the Partner's Account and use of the Company services. The Subscriber's fee of the Client shall be a recurrent fee paid by the Client for the License. In order to pay the Subscriber's fee the month shall be a period from the date when the Subscriber's fee has been paid until the date preceding the same date of the following calendar month (for example, from February 20 until March 19, from December 6 until January 5 etc.). Annual subscription membership shall be a period when the Subscriber's fee is paid until the date preceding the same date of the following calendar year (for example, from May 25, 2017 until May 24, 2018, from January 1, 2018 until December 31, 2018 etc.).

*Client* – legal entity obtaining a right to access UDS Game App panel via which he is granted access to international network of the Users.

*Business cell* – a cell in Partner registration and bonus points and awards accrual system.

*Bonus point* – award accrued to the Partner's bonus account upon the results of completion of the present Agreement, subject to use under the terms determined by the present Agreement.

*Left and right team points* – award accrued to the Partner's left and right team accounts upon the results of performance of successful Recommendations to the Clients of the relevant team or by Personally Invited Partners, subject to use under the present Agreement.

*Marketing Plan* – algorithm of award accrual for Recommendations determined by the Company.

*Personally Invited Partner (PP)* – new Partner registered on the Website using a reference ID of already authorized Active Partner.

*Supervisor* – Partner in relation to its Personally Invited Partner (PP).

*Active Partner* – Partner for whose account has been paid the Subscriber's fee.

*Qualified (Partner's) Account* – account, left and right teams of which has at least one PP who has paid the Subscriber's fee.

*Financial Cycle* – after accumulation of the points by left and right teams of the Partner in the amount of 1 point by each team of the Partner, the said points are converted into monetary funds to the relevant account of the Partner at the rate of 1 point = USD30.

*Agent of the Company* – legal entity acting on the ground of the agreement for benefit of the Company that has rights for the App in the amount sufficient for performance of the functions provided for him by the present Agreement.

## 1. ORDER OF THE OFFER ACCEPTANCE

1.1. Acceptance of the present offer shall be performed via expression of the acceptance of the terms of the Agreement and registration by completion of the registration form on the Company's website with entering of its personal data into the registration form above the offer.

The offer shall be deemed to be accepted from the date of entering into the registration form of all necessary data, expression of absolute acceptance of the Partner's rules and the offer terms (the Agreement terms) by ticking the box *I accept the terms* and clicking on *Next*.

1.2. It is forbidden to have more than one Partner's Account registered for the Partner. The Company is entitled to block the Accounts of the Partner who has violated this provision without prior notice. The exception shall be registration of additional accounts in right and left teams of the main Partner's Account supervised by the main Partner's Account.

1.3. Upon acceptance of the offer and registration of Partner's Account, the Company shall send a notice to E-mail specified during registration. The notice shall contain the following information; personal data on the Partner, login and password for access to the Partner's personal account.

1.4. The Partner shall provide the consent for storage and processing of its personal data.

1.5. The Company prohibits place any data, otherwise promote the information, including to place links for materials directly or indirectly violating copyrights and/or associated rights infringing on foreign intellectual property; materials of erotic, sexual and pornographic nature; materials that incite national, racial or religious envy and opposition, propagating or agitating for violence, extremism, terrorism, genocide, suicide and other activity threatening life and/or health; materials giving offence to any social groups, individuals or companies; materials of provoking nature, and violating common moral and ethical norms; other materials publication of which is prohibited or contradicts to the applicable law and norms of international law. Moreover, the Partner shall be obliged not to conduct any actions that can cause error of the standard operation of the App and of its services.

1.6. The Company shall prohibit to assist promotion using the App and placing of any materials relating to following types of activity: business trainings, business promotion workshops; business of sexual nature (including sex shops, intimate trainings, courses, workshops, any form of prostitution and pornography; massage salons with intimate elements presented as a form of relax; striptease etc.); activity of religious nature (churches; mosques; synagogues; any educational institutions; sects etc.); ritual activity (manufacturing of ritual monuments, coffins, wreathes, boxes, crematoriums etc.)

## 2. SUBJECT

2.1. The subject of the present Agreement shall be granting to the Partner of a right to sell Pro or Lite Licenses to the Clients. The services for registration of new Clients and Partners and for calculation and accrual of Bonus points shall be rendered to the Partner and the Partner shall be obliged to pay for such services in order provided for by the present Agreement. Within the framework of cooperation under the present Agreement the Partner may select the following Company Packages:

2.1.1 Lite package includes Non-Activated Lite License in the amount of 1 (one) piece.

2.1.2 Business package includes Non-Activated Pro License in the amount of 1 (one) piece.

2.1.3 Premium package includes Non-Activated Pro License in the amount of 5 (five) pieces.

2.1.4 VIP package includes Non-Activated Pro License in the amount of 10 (ten) pieces.

2.1.5 Invest mini package includes Non-Activated Pro License in the amount of 50 (fifty) pieces.

2.1.6 Invest max package includes Non-Activated Pro License in the amount of 100 (one hundred) pieces.

2.1.7 Invest full package includes Non-Activated Pro License in the amount of 200 (two hundred) pieces.

2.2. UDS Game software includes the following:

2.2.1. The App for the Users – Individuals, shall be provided to them on a gratuitous basis and allow to:

- monitor all offers off the Customers;
- get discounts from the Customers in accordance with clause 5.2 of the present Offer;
- get points for recommendations;
- receive PUSH-notifications from the Companies.

2.2.2. Client's personal account shall provide the following opportunities:

- payment history review;
- User review;
- User detailed information review;
- Cashier addition;
- Manager Addition;
- offers creation;
- pricelist creation;
- PUSH-notification delivery;
- response review;
- service assessment review;
- addition of information about the company (name, description, working hours, addresses of the branches (only if they have registered offices in the region), telephone numbers).

2.2.3. Functions of the App for the Clients:

Function	Lite	Pro
Payment history review	+	+
User review	+	+
User detailed information review	+	+
Cashier addition	Only 1 Cashier	+
Manager Addition	-	+
Offers creation	1	3
Pricelist creation	+	+
PUSH-notification delivery	-	+ Only 1 per 7 days

Response review	+	+
Service assessment review	+	+
Addition of information about the company (name, description, working hours, telephone numbers)	+	+
Addition of information about addresses of the branches	Only 1 address	+

2.2.4. The Cashier shall be provided with a version Pro of the App that shall allow to perform settlements with the Users.

2.2.5. The Administrator App shall allow to trace transactions performed via UDS Game mobile App online.

2.3. The Packages shall be provided to the Partners having registered after January 18, 2015. The Partners having registered prior to January 18, 2015, obtained a set of Company products having been purchased by the date of registration.

2.4. The Partner may not purchase a few Packages of one category or change the number of non activated licenses available in his package as a part of Referral program. Increase of number of non-activated Licenses available for Recommendations shall be made by upgrade of the Package that is shift to the Package containing more non-activated Licenses as provided for in subparagraphs 3.1.8 – 3.1.12.

2.5. The Client shall be provided with one License for one type of activity. If the Client is engaged in several types of activity (for example, cinema and bowling) it is required to purchase special License for each type of activity.

### 3. COST OF SERVICES. SETTLEMENT ORDER

#### 3.1. Cost of Company Packages and Services for the Partners

3.1.1. *Lite* package – single payment in the amount of USD400, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.2. *Business* package – single payment in the amount of USD1,000, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.3. *Premium* package - single payment in the amount of USD3,000, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.4. *VIP* package - single payment in the amount of USD5,000, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.5. *Invest mini* package - single payment in the amount of USD20,000, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.6. *Invest max* package - single payment in the amount of USD35,000, and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.7. *Invest full* package - single payment in the amount of USD60,000 , and the Subscriber’s fee for use of the Personal Account in the amount of USD30 per month.

3.1.8. In case of shift from *Lite* to *Business* package the additional payment shall amount to USD600.

3.1.9. In case of shift from *Business* to *Premium* package the additional payment shall amount to USD2,100.

3.1.10. In case of shift from *Business* to *VIP* package the additional payment shall amount to USD4,100.

3.1.11. In case of shift from *Business* to *Invest mini* package the additional payment shall amount to USD19,100.

3.1.12. In case of shift from *Business* to *Invest max* package the additional payment shall amount to USD34,100.

3.1.13. In case of shift from *Business* to *Invest full* package the additional payment shall amount to USD59,100.

3.1.14. The Partner shall be provided with access to the Packages upon payment of a lump sum for the Package and of the Subscriber’s Fee in accordance with the Package chosen.

3.1.15. Payment for the Company Packages and services shall be performed by transfer of monetary funds by the Partner to the Company’s account or to the account of the payment system servicing the Company.

3.1.16. If the Partner has not paid the Subscriber’s fee during 3 (three) months in succession, the Company shall be entitled to block the Partner’s Account and terminate the present Agreement. In the

said case Bonus points shall not be subject to refund and reimbursement to the Partner due to blocking or suspension of the Account. For example, Partner has paid a subscription fee for 6 (six) months in advance in the amount of 180 USD. The payment has been made on 20 February 2018. Thus, the expiration date comes on 19 August 2018. 3 (three) months shall be counted from August 20 2018. In case if Partner does not pay the subscription fee up till 19 November 2018, Partner's account will be blocked.

3.1.17. If the Partner has not paid the Subscriber's fee during 3 (three) months in succession all point of both left and right teams and other accruals to the said Partner's Account shall burn up.

3.1.18. In case of lump payment of the Subscriber's fee for a calendar year by the Partner, the cost shall amount to USD300. If the Partner terminates cooperation with the Company within the said period the paid amount of the Subscriber's fee shall not be subject to refund.

3.1.19. Hereby the Partner understands and accepts that purchase of any of the Company Packages shall not mean purchase of the App, including, but not limited to, license rights for the App.

### **3.2. Order of the License purchase by the Clients**

3.2.1. At sale of the Pro License under Start program the monthly Subscriber's fee shall amount to USD100 (One hundred).

In order to pay the Subscriber's fee the month shall be a period from the Pro License Activation until the date preceding the same date of the following calendar month (for example, from May 24 until June 24, from December 6 until January 5 etc.). The payment may be lump for a few months. Sale of the Lite License under Start program shall be prohibited.

3.2.2. At sale of the License for Smart program + cost of one Pro License for the Client is comprised of single compensation in the amount of 900 (Nine hundred) USD and annual Subscriber's fee in the amount of 200 (Two hundred) USD a year, cost of one Lite License for the Client is comprised of single compensation in the amount of 400 (Four hundred) USD and annual Subscriber's fee in the amount of 200 (Two hundred) USD a year,

In order to pay the Subscriber's fee the year shall be a period from the full License activation until the date preceding the same date of the following calendar year (for example, from May 25, 2017 until May 24, 2018, from January 1, 2018 until December 31, 2018 etc.) The Client shall be entitled to pay the Subscriber's fee on a monthly basis, at that the cost of the Subscriber's fee shall amount to 20 dollars every month. If the Client terminates the License within the paid period, monetary funds shall be not subject to refund.

3.2.3. The Client shall not be entitled to dispose of the Licenses including to grant, resale, rent, subrent, grant a right for both fee-based and gratuitous access.

3.2.4. A Client with a Smart + tariff can pay 160 USD to achieve the status of Partner.

3.2.5. If the Customer terminates the License within the prepaid period the money shall not be subject to refund.

3.3. The Partner shall be entitled to Recommend to the Client Non-Activated Pro or Lite License within the Package purchased, exclusively under the terms provided for by the present Agreement. Transfer of Non-Activated Pro License under Start program shall also be allowed to the Client, transfer of Lite License under Start program shall not be allowed. Order of compensations for transfer of Non-Activated License to the Client under Start program shall be determined by paragraph 4.6 of the present Agreement. In any of the abovementioned ways the Client obtains the License under Direct License Agreement, concluded between him and the Company by acceptance of the relevant offer at the Company's Website.

3.4. In order to sell Non-Activated Pro License to the Client under Start program for compensation the Partner shall have an Active status.

3.5. If the Partner has activated the License the latter can not be resold or assigned for temporary use to the Client. It is not allowed to shift from Smart+ to Start program.

At transfer to the Client of Non-Activated Pro License under Smart program the latter shall pay to the Company in a lump USD100 (One hundred), and the Client shall obtain a License for the period of one month. At that the additional Subscriber's fee for this month shall not be charged. Every subsequent month the Subscriber's fee for License shall be paid in advance in the amount of USD100 (One hundred) for every month.

3.6. The Partner shall be entitled to transfer Non-Activated Pro License to a Client under the Start program only after certification for knowledge of the application in personal account. This clause shall be applied for the partners performing activity within CIS countries regardless their residency status.

3.7. It is not allowed to transfer the License to other person, the License shall be activated at once during registration of the App.

3.8. In order to convince in quality of the App and in availability of the functions declared, the Partners are urgently advised to try free demo version of Personal Profile providing functions of the Partner's Account. You may take demo version login and password from the Company's Partner or send a relevant request to the address [moderator@udsgame.com](mailto:moderator@udsgame.com). Having paid for the Package you confirm availability of declared functions of proper quality.

3.9. The Partner may activate one Pro License for himself. In this case the Partner shall acquire the status of the Client with the Partner's Account.

3.10. The Partner shall not be entitled to facilitate by his actions to reduction of cost of the License or Packages for the Client, including but not limited to promise or provide the Client with discounts at the expense of compensation received for Recommendations.

#### **4. AMOUNT OF THE PARTNER'S COMPENSATION FOR RECOMMENDATION OF THE APP.**

4.1. To get compensation for Recommendation of the App, the Partner shall be obliged to pay a single fee in the amount of USD30 (Thirty) for use of Personal Profile and to pay the Subscriber's fee for these services in the amount of USD30 per month. In the said case the Partner gets compensation as provided for in paragraph 4.6, 4.7 of the present Agreement.

4.2. To get compensation provided for in subparagraph 4.7.1.8, the Partner shall be obliged to purchase one of the Packages specified in paragraph 3.1 and pay a lump sum for this.

4.3. Unless the Partner purchases any Package specified in paragraph 3.1 within first 30 (thirty) calendar days, the Partner's Account shall be blocked.

4.4. If the Partner activates Pro or Lite License for himself the Client's Subscriber's fee shall be added to the Partner's Subscribers' fee.

4.5. The compensation amount shall be calculated simultaneously on the basis of *Binar* and *Classic* systems.

4.6. At transfer of Non-Activated Pro License under Start program the Partner's fee shall amount to USD80 (eighty) for every calendar month paid for by the Client for Start program. If the Client refuses to activate the License, the Company shall reserve the Partner's right to return to the relevant Activated License of the Client the status of non-activated.

##### **4.7. Binar system:**

4.7.1. If the License or the Package is sold upon the Partner's recommendation:

4.7.1.1. The Partner's Personal Profile shall include the accounts of three types: right team's bonus account, left team's bonus account and personal account.

4.7.1.2. Any Bonus points and other awards provided for in paragraph 4.7 may be accrued to the Partner's account only if the Partner's Account is Active and has at least one active Client who has purchased the License from this Partner, has undergone moderation and has paid the Subscriber's fee for this License.

4.7.1.3. If new Partner purchases the Package on the Company's website using reference ID number of the Active Partner, the new Partner shall get a status of PP, and monetary compensation for Recommendation in the amount of USD30 shall be transferred to the account of the Active Partner, if new Partner purchases *Lite* Package, USD90 - if new Partner purchases *Business* Package, USD500- if new Partner purchases *Premium* Package, USD1,000 - if new Partner purchases *VIP, Invest mini, Invest max, Invest full* Package.

4.7.1.4. If new Partner shifts from *Lite* Package to *Business* Package, the additional compensation in the amount of USD60 shall be accrued to the account of his Supervising Active Partner.

4.7.1.5. If new Partner shifts from *Business* Package to *Premium* Package, the additional compensation in the amount of USD400 shall be accrued to the account of his Supervising Active Partner.

4.7.1.6. If new Partner shifts from *Business* Package to *VIP, Invest mini, Invest max, Invest full* Package, the additional compensation in the amount of USD900 shall be accrued to the account of his Supervising Active Partner.

4.7.1.7. If new Partner shifts from *Premium* Package to *VIP, Invest mini, Invest max, Invest full* Package, the additional compensation in the amount of USD500 shall be accrued to the account of his Supervising Active Partner.

4.7.1.8. If new Partner in left or right team purchases the product regardless whose PP he is, 1 point shall be accrued to the bonus account of the relevant Partner's team (left or right) if new Partner has purchased *Lite* package, 3 points – if new Partner has purchased *Business* package, 10 points - if new Partner has purchased

*Premium* package, 20 points - if new Partner has purchased *VIP* package, 100 points - if new Partner has purchased *Invest mini* purchased package, 175 points - if new Partner has purchased *Invest Max* package, 300 points - if new Partner has purchased *Invest full* package.

4.7.1.9. Partners purchased the Package for not more than USD400 in a lump shall be entitled to get to their bonus account not more than 1 point for every new Partner in his left and right teams regardless of the type of Package the new Partner in left or right team has purchased.

4.7.1.10. Partners purchased the Package for not more than USD900 in a lump shall be entitled to get to their bonus account not more than 3 points for every new Partner in his left and right teams regardless of the type of Package the new Partner in left or right team has purchased.

4.7.1.11. Partners purchased the Package for not more than USD3,000 in a lump shall be entitled to get to their bonus account not more than 10 points for every new Partner in his left and right teams regardless of the type of Package the new Partner in left or right team has purchased.

4.7.1.12. When left and right teams of the Partner accumulate equal number of points in the amount divisible by 1 point in each Partner's team as provided for in subparagraph 4.7.1.8, the said points shall convert into monetary funds to the relevant account of the Partner at the rate of 1 point = USD30. Every Partner receives 10% from income of their Personally Invited Partners in *Binar* system.

If total number of the Partner's Financial Cycles amounts to 40 for the reporting week, the Partner shall receive 10% from income of Personally Invited Partners and 10% from income of Personally Invited Partners of their PP during the following reporting week.

If total number of the Partner's Financial Cycles amounts to 100 for the reporting week, the Partner shall receive 10% from income of Personally Invited Partners and their PP up to the third generation within the following reporting week. If no said package has been purchased this bonus shall not be accrued for the next week.

This paragraph shall apply only to the income specified in subparagraph 4.7.1.8 of the present Agreement.

4.7.1.13. Any Bonus points and other compensations to the Partner's accounts may be accrued only if the Partner's Account is *Active*. Compensations provided for in subparagraph 4.7.1.3, may be accrued only if the Partner's Account is *Active*. Compensations provided for in subparagraph 4.7.1.8 and 4.7.1.12, may be accrued only if the Partner's Account is *Active* and *Qualified*.

4.7.1.14. The Partner having purchased a Package for the amount of USD400 receives 1 Business-cell in *Binar* system.

4.7.1.15. The Partner having purchased a Package for the amount of USD900 and more, receives 1 active Business-cell place and 2 inactive Business-cells related to one Personal Profile and one unified Subscriber's fee. Two lower Business-cells are non-active for Bonus point accrual. Bonus points will be credited to account when a total number of Financial Cycles of the Partner amounts to 100 (one hundred) for the reporting week at once.

4.7.1.16. The Partner may not receive compensation from the Company provided for in subparagraph 4.7.1.8. in the amount of more than USD50,000 for 7 (seven) calendar days regardless to any other terms of Partnership Agreement.

4.7.1.17. The Partner purchased a Package for the amount of less than USD900 can not receive compensation from the Company provided for in subparagraph 4.7.1.7 in the amount of more than USD1000 for 7 (seven) calendar days regardless to any other terms of Partnership Agreement.

4.7.2. If the License is sold to the Client.

4.7.2.1. Any Bonus points and other compensations provided for in subparagraph 4.7.2. of the present Agreement to accounts of the Partner may be accrued only if the Partner's Account is *Active* and has at least one active Client who has purchased the License from this Partner, has undergone moderation and has paid the Subscriber's fee for this License.

4.7.2.2. **Partner has got an Activated UDS Game license.**

4.7.2.2.1. If new Client purchases the Pro License on the Company's website using reference ID number of the Active Partner, having Activated License and pays for the License according to the Company rates, monetary compensation shall be paid to the Partner: in the amount of USD200 if this Partner possesses a Business package, in the amount of USD300 if this Partner possesses a Premium package, in the amount of USD400 if this Partner possesses a VIP package.

4.7.2.2.2. If new Client purchases the Pro Full License 2 points shall be accrued to the bonus account of the superior team of the Partner, except for Account of the Partner having invited a new Client.

4.7.2.2.3. The Partner shall receive USD6 to personal account for every payment of the Subscriber's fee by the Client that has purchased a license on the Company's website and used a reference ID number of the

Active Partner possessing an activated license. This compensation shall be accrued to the Partner only if he is Active.

4.7.2.2.4. If new Client purchases the Pro License under the Start program on the Company's website using the reference ID number of the Active Partner, having activated License, monetary compensation shall be transferred to the account of the Active Partner for each calendar day of providing a Client with the Pro License under the Start program: in the amount of USD30 if the Partner possesses a Business package, in the amount of USD40 if the Partner possesses a premium package, in the amount of USD50 if the Partner possesses a VIP package.

**4.7.2.3. Partner has got a non-activated UDS Game license.**

4.7.2.3.1. If new Client purchases the Pro License on the Company's website using reference ID number of the Active Partner, having Non-Activated License and pays for the License according to the Company rates, monetary compensation in the amount of USD900 shall be transferred to the account of the Active Partner in case if the Client has passed the moderation procedure successfully.

4.7.2.3.2. If new Client purchases the Lite License on the Company's website using reference ID number of the Active Partner with Qualified Account, having Non-Activated License and pays for it according to the Company rates, monetary compensation in the amount of USD300 shall be transferred to the account of the Active Partner with Qualified Account.

4.7.2.3.3. The Partner shall receive USD10 to personal account for every payment of the Subscriber's fee by the Client. If a Client pays an annual Subscription fee at once, the procedure of providing a Partner with reward will not be changed and it will consist of monthly payments in the amount of USD10/per month. This compensation shall be accrued to the Partner only if he is *Active*.

4.7.3. The Partner having not paid the Subscriber's fee can not receive compensations provided for in paragraphs 4.6, 4.7 of the present Agreement.

**4.8. Classic System.**

4.8.1. Any Bonus points and other compensations provided for in paragraph 4.8 may be accrued to the Partner's account only if the Partner's Account is *Active* and has at least one active Client, who has purchased the License from this Partner, has undergone moderation and has paid the Subscriber's fee for this License.

4.8.2. The Partner shall receive compensation in the amount of USD3 to the personal account in Personal profile for every Personally Invited Partner and Personally Invited Partners of such PP up to the 7<sup>th</sup> generation who have paid the Subscriber's fee.

4.8.3. The Partner having not paid the Subscriber's fee can not receive compensations provided for in paragraph 4.8 of the present Agreement.

## **5. RIGHTS AND LIABILITIES OF THE PARTIES**

5.1 The Company shall be entitled to/for:

5.1.1. On a unilateral basis amend the amount of rates, order and amount of bonus points accrued.

5.1.2. Block the Partner's Personal Profile without prior notice for one of the following reasons:

- Violation of one of the paragraphs of the present Agreement and terms of use of the Website;
- Performance of actions that in any manner whatsoever disturb the Website operation;
- Performance of actions having negative impact on the Company's reputation;
- Violation of antispam policy including publication of reference links on the websites, landing pages and social networks urging to register following this link. The reference link for registration must be provided only to a specific person face-to-face or in private correspondence.
  - Public demonstration of income from payment of fees for Recommendation of the Company services and other income from the Company;
  - Independent or non-agreed with the Company production of video materials about the Company, payment and compensation systems, the App and other video materials with direct reference to the Company (including in text of the presenter, actors) or use of the company's logo (Company's projects);
  - Use of the Company name and logo (Company's projects) for production of souvenir and other products;
  - Independent or non-agreed with the Company arrangement of educational business schools and other events on behalf of the Company, including in offices rent by the Partners to promote the Company;
  - Specification of false information in Personal Profile;
  - Misleading of potential partners regarding the possible income obtained for recommendation of the company services;
  - False public statements regarding registration on the Website of popular singers, actors, bloggers and other famous persons and famous brands;

- Public negative statements towards direct competitors of the Company, social networks and other companies with analogues or similar compensation system and products.
- Attraction of the Website Partners for participation in other projects with analogues or similar compensation system or products and distribution of information on them on the Website.
- Creation of the websites including landing pages, promo-sites using logo, name of the Company or projects of the Company with or without the purpose to urge to register.
- Performance of other actions disgracing the honour and dignity of the Company.

In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

5.1.3. Refuse to cooperate with the Partner in case of abuse of information on the Company's business and of creation of a negative reputation at forum and community websites.

5.1.4. At any time amend operation of the Website without prior notice. The Partner agrees that the Company is not liable towards him or any other third party for any amendments, interruptions in operation, transfer of data, update or addition of functions or termination of the Website operation. Any such amendments, updates or addition of functions shall be the exclusive property of the Company and the Partner shall have no any right for them.

5.1.5. Decline application for registration from any Partner upon its own discretion.

5.1.6. Refuse in activation of the License if the Company believes the Client does not comply with the App format. In the said case the License shall be returned to Non-Activated state. Monetary funds shall not be subject to refund. To avoid conflicts it is necessary to ask about opportunity of the License activation via e-mail to moderator@udsgame.com. with description of the Client's Company.

5.1.7. To amend any provisions of the Agreement as it may think fit. Accepting the terms of the Agreement, the Partner shall be obliged to comply with all amendments made by the Company. New terms come into force once the Partnership Agreement is published on the official website. Continuation of cooperation of the Partner with the Company and further Partner's receipt of the Bonus points and other compensations shall mean acceptance by the latter of all amendments to the Agreement.

5.1.8. At any time change design of the Website, its content, list of services, amend and add the applicable scripts, software and other objects used or stored at the Website, any server applications at any time with or without prior notice.

5.1.9. Dispose of statistical information related to operation of the Website and notification of the Partners to ensure addressed show of the advertising information to various audience of the Website Users. To arrange operation and technical support of the Website and performance of the present Agreement. The Company shall have a technical opportunity to access personal pages of the Users, that it may execute only in cases provided for by the present Agreement or in accordance with law.

5.1.10. Terminate the agreement on a unilateral basis and terminate payment of fees and compensations for violation of the terms of the present Agreement.

5.2. The Partner shall be entitled to/for:

5.2.1 Use personal profile, services and functions provided by the Company in accordance with the terms of the present Agreement.

5.2.2 Recommend the company's services to the third parties and receive compensation in accordance with the Marketing plan specified in the present Agreement.

5.2.3 Receive periodicals from the Company and other communications from the Company.

5.2.4 Support, services, training, motivation.

5.2.5 Participation in advertising and stimulating contests and programs performed by the Company for the Partners such as:

- *Auto-bonus from the Company* allowing to receive from the Company compensations for the vehicles being purchased. Terms and rules of participation in *Auto-bonus from the Company* program shall be regulated in accordance with the Appendix No. 1.

- *Office from the Company* program allowing to receive from the Company compensations for payment for the offices rent by the users for promotion of the App. Terms and rules of participation in *Office from the Company* program shall be regulated in accordance with the Appendix No.2.

5.3 The Company shall be obliged to:

5.3.1. Provide access to use of the Website upon payment for the Package chosen in accordance with the terms of the present Agreement.

5.3.2. Accrue Bonus points and other compensations in accordance with Marketing plan approved by the Company and specified in the present Agreement.

5.3.3. Ensure proper quality of the services being provided.

5.4. The Partner shall be obliged to:

5.4.1 Observe all international, federal, local laws and rules during using the App.

5.4.2 Share values and be loyal to the Company and to ensure integrity and comply with the Company's etiquette.

5.4.3 Comply with all Regulations and provisions provided for by the present Agreement and amendments that the Company may make upon its sole discretion.

5.4.4 Not to impede operation of the Website and of the Company:

5.4.5 To notify on violations of the terms of the Agreement by other Partners and Clients.

5.4.6 Each Partner shall be personally liable for payment of taxes for every income from the Company. The Company shall not be liable for tax evasion by its Partners.

5.4.7 The Partner shall be obliged not to engage Partners for participation in other projects with similar system and products. In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

5.4.8 The Partner shall be obliged not to purchase and not to reregister in its name the accounts of other Partners.

5.4.9 The Partner shall be obliged not to register and not to urge to register the Partners having already registered with other parallel and/or superior, subordinate branches of the Structure. For violation of this paragraph the Company shall be entitled to block the Account of the Partner, who has registered the already existing Partner and new Partner's Account of the existing partner. In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

5.4.10 The Partner shall be obliged not to mislead the Company by registration of non-existing clients and involuntary registration of the client. The Company shall be entitled to block the Partner's and the Client's account for violation of this paragraph. In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

5.4.11 The Partner shall be obliged to inform the Clients on provisions of the paragraphs 1.5, 1.6. of the present Agreement and to refuse from work with the Client if there is an opportunity that the latter shall violate the said paragraphs or other provisions of the present Agreement.

5.4.12 If the Partner wants to register new Partner's Account with other parallel and/or superior, subordinate branches of the Structure or/and change the Supervisor, it is necessary to comply with the following requirements:

- Non-payment of the Subscriber's fee for use of the personal profile provide for by paragraph 4.1. of the Agreement during 3 (three) months in succession for the primary account;

- Submission of the relevant request to the support service to [support@udsgame.com](mailto:support@udsgame.com) asking to block the primary account and permit registration of new Partner's Account with other parallel and/or superior, subordinate branches of the Structure and/or to change the Supervisor.

In the said case fees and points of previous Personal Profile shall not be subject to refund and reimbursement. The account reregistration shall be possible only by purchase of the new account. No transfer of the Partner's Account with accumulated bonus points shall be performed.

5.4.13 Using the website [www.udsgame.com](http://www.udsgame.com) the Partner shall be obliged:

- Comply with provisions of the applicable law of the country of the Partner's residence, terms of the present Agreement and other special documents of the Company;

- At registration provide true complete and urgent data;

- Inform the Company on unsanctioned access to Personal Page and/or unsanctioned access and/or use of the Partner's password and login;

- Not to provide other Partners with access to Personal Page or to specific information contained thereon if this may lead to violation of law of the country of the Partner's residence, terms of the present Agreement and special documents of the Company;

- Not to place on Personal Page information and objects (including links to them (that may violate rights and interests of other persons;

- Prior to placement of information and objects (including but not limited to images of other persons, other texts of different content, audio records and videofilms) be liable for the their placing;

- Keep secrecy and not to provide other Partners and the third parties with personal data he has become aware of in course of communication with other Partners and other use of the Website (including, but not limited

to, home addresses, telephone numbers, e-mail addresses, ICQ, passport data, bank details) and information on private life of other Partners and the third parties without prior permission of the latter;

- Make reserve copies of the information stored on his Personal Page that is important for the Partner.
- 5.4.14 In case of concerns in relation to lawfulness of any actions whatsoever including placing of information or provision of access, the Company advises to avoid their performance.
- 5.4.15 The Partner shall be obliged to timely pay the Subscriber's fee.

## **6. PROHIBITIONS AND RESTRICTIONS**

6.1 The Partner may not assign any of the rights or delegate any obligations under the present Agreement without prior written consent of the Company. Any effort to transfer or assign the rights without written consent of the Company shall entitle the Company to argue the Partner's acts.

6.2 Due to legal and tax aspects the Company has to restrict sale of its products and presentation of its opportunities for the Partners in countries where such activity may be recognized to be illegal. Therefore, the Partner has no right to sell, advertise, promote the App (avoid Recommendations) in countries and territories that have not been officially agreed with the Company. The Partner shall be obliged to agree Recommendations and sale of the Licenses in specific countries with the company via: [support@udsgame.com](mailto:support@udsgame.com).

6.3 The Partner may not use or try to register any trade names of the Company, trademarks, service names, service marks, product names or any derivatives of them as domain names in Internet.

6.4 The Company prohibits to use its trade names, trademarks, design or symbols by any persons including by the Company Partners without prior written consent of the Company. The Partners may not sell or distribute records of any events and performances of the Company, its representatives without written consent of the Company, the Partners also may not sell or use for personal purposes audio and video records of any Company's presentations.

6.5 The Partners shall not respond to requests of media in relation to the Company, the App or services. All requests from media must be immediately transferred to marketing department of the Company.

6.6 The Partner shall be prohibited to use oral and written statements made in relation to the Company, Services or Marketing plan of the Company that may mislead potential clients or partners.

6.7 The Partner shall be fully liable for all his oral and written statements made in relation to the Company, Services or Marketing plan of the company that are not expressly provided for by the Company's official materials and documents.

6.8 Agreement between the Company and its Partners shall not establish labour or agency relations. The Partners shall not be regarded as the Company employees for the purposes of federal, regional, local or other taxation provided for by law of the resident's country. All Partners shall be personally liable for local, regional, federal and other tax deductions provided for by law of the resident's country from all compensations and awards received by the Partner from the Company.

6.9 The Company name and other names that may be approved by the Company shall be the Company-owned trade names, trademarks and service marks. Use of the Company's name or logo (the Company's projects) in any product not manufactured by the Company shall be prohibited.

6.10 Persons under 18 may not participate in Marketing plan of the Company and receive monetary compensation for Recommendations. The Partner shall be personally liable for violation of this paragraph and misleading of the Company about the age providing false data at registration.

6.11 The Partner shall have no right to sell, transfer, grant and to perform other legal actions on transfer of the Partner's Account to the third parties.

6.12 In case of death of the Partner his account may be transferred to his hires. The Company must be provided with the relevant legal documents to ensure correctness of the Partner's Account transfer. The heir shall acquire rights for bonus points and other compensations of the deceased Partner if he complies with the following terms. The successor(s)/ candidate must:

- Observe terms of the Agreement and other rules of the Company;
- Comply with terms and provisions of the Agreement and other rules;

For performance of transfer of the Partner's Account by inheritance the successor(s)/ candidate must provide the Company with the following documents:

- scan of the Death Certificate;
- notarized copy of the will or other document certifying the successor(s)/ candidate's inheritance right for the Partner's Account;

6.13 The Partner while using the Website shall be prohibited to:

6.13.1 Register as Partner in the name or instead of other person (*fake account*) or register group (association) of persons or legal entity as the Partner, at that there is an opportunity to be registered on behalf

and for legal entity provided that the Partner has obtained all necessary powers in order and form provide for by law of the Partner's country, to act as representative of such entity;

6.13.2 Misdemeanors in relation to its person using login and password of the other registered Partner;

6.13.3 Distort personal data, information on age or relations with other persons or organizations;

6.13.4 Download, store, publish, distribute and provide access to or otherwise use any information that:

- contains threats, discredits, gives offence, disgraces honour and dignity or business reputation or violates privacy of other Partners and the third parties;

- violates rights of minor persons;

- is vulgar or immoral, contains pornographic images and sexual scenes with minor persons;

- contains scenes of inhuman treatment with animals;

- contains description of means and methods of suicide, any incitement to perform it;

- propagates and/or agitates to racial, religious, ethnic envy and opposition, propagates fascism and ideology of racial superiority;

- contains extremist materials;

- propagates criminal activity or contains recommendations, instructions or guidelines on crime commitment,

- contains information of limited access including, but not limited to, state and commercial secrecy, information on private life of the third parties;

- contains advertising and describes application of drugs including *digital drugs* (audio files affecting the human brain at the expense of binaural rhythms), information on distribution of drugs, their recipes and recommendations for their application;

- contains signs of fraudulent actions;

- and also violates other rights and interests of the individuals and legal entities or legal requirements of the resident's country.

6.13.5 Illegally download, store, publish, distribute and provide access or otherwise use intellectual property of the Partners and the third parties;

6.13.6 Perform bulk mail-out without the Website Partners' consent;

6.13.7 Use software and perform actions intended to violation of standard operation of the Website or its services or Personal Pages of the Partners;

6.13.8 Download, store, publish, distribute and provide access or otherwise use viruses, Trojan horses and other malicious software;

6.13.9 Use without special permit of the Company automated scripts (software) to collect information on the Website and (or) interaction with the Website and its services;

6.13.10 In any manner including, but not limited to, by deception, abuse of loyalty, break-in, try to get access to login and password of the other Partner;

6.13.11 Illegally collect and process personal data of other persons;

6.13.12 Place any other information that in the Company's opinion may be unacceptable, does not corresponds to Website purposes, prejudices interests of the Partners or for any other reasons is undesirable to be placed on the Website.

6.14 In case of violation of one of the paragraphs of the article 6 of the present Agreement the Company may be entitled to suspend or block the Partner's Account on the Website or in Personal Profile, and to delete the necessary information from the Partner's Page. In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

## **7. TERMINATION OF THE AGREEMENT**

### **7.1. Involuntary termination**

Violation by the Partner of any of the terms of the present Agreement including any amendments that can be made by the Company at its own discretion may lead to involuntary unilateral termination of the Agreement with the Partner. In the said case fees lost due to blocking or suspension of the Partner's Account in Personal Profile shall not be subject to refund or reimbursement to the Partner.

### **7.2. Refuse from renewal**

Upon expiration of the Agreement the Company shall be entitled to make a decision on refusal from renewal of the Agreement for a new period.

## 8. MISCELLANEOUS

8.1 USD shall mean US Dollar (1 USD shall be equal to 1 US Dollar).

8.2 Cost of the License and the Package shall not include taxes provided for by the applicable law. If according to law of the Russian Federation VAT is applicable to the License cost, the said cost may be increased for VAT amount in such a manner that after deduction of VAT by the Client, the Company shall receive the cost of the License or of the Package calculated exclusive VAT.

8.3 Without prejudice to the paragraph 8.2 above, all payments performed by the Partner on the ground of the present Agreement must be made by the Company without any set-off or counter claims and must be made without any deduction or not for any present or future taxes and fees established, collected or charged by any competent agencies and any jurisdiction where the Partner may select any payment method under the present Agreement. If any payment is subject to such tax or fee, the Partner must pay to the Company such additional amount that may be required to ensure that the Company shall receive the full amount equal to the amount that it would receive unless the payment was subject to such tax or fee. If the Company further reimburse for such tax or fee in relation to such increased payment it shall refund to the Partner such tax or fee. The Partner shall reimburse the Company upon the request for the expenses borne due to execution or reservation of any right under the present Agreement.

8.4 The Partner agrees that he shall act as the partner, he is not the employee and/or co-owner of the Company. The Partner agrees that he shall be fully liable for payment of all expenses he has borne, including for transportation, meal, accommodation, secretary services, office, international negotiations and other expenses related to use of the Website.

8.5 The Partner understands that he shall not be regarded by the company as the employee for the purposes of federal, regional and local taxation. The Company shall not be liable for withdrawal and shall not withdraw or deduct from compensation amounts paid by the Company to the Partners, taxes to insurance fund or any other taxes provided for by law of the resident's country.

8.6 If any provision of the Agreement shall be recognized to be invalid or unenforceable, only that part of provision that has been recognized to be invalid or unenforceable must be separated from the Agreement in order to make necessary amendments to make it come into force. The Agreement at that shall preserve its integrity and legal force.

8.7 Electronic file or facsimile copy of the present Agreement shall be equal to its original in all aspects.

8.8 The Company shall not be liable for any representations and warranties provided by the Partner to anyone if they contradict those approved by the Marketing plan, Bonus point accrual systems and terms of the Company documents, provided at the official website of the company at [www.udsgame.com](http://www.udsgame.com). Therefore, the Partner must read all these documents provided on the Website and hand-outs and notices of the Company and observe all provisions and terms of the Company.

8.9 The Partner understands that he is not the Company employee. Therefore, the Partner has no right to establish any legal relations to the Company or to represent it.

8.10 The Company provides the services for use the Website [www.udsgame.com](http://www.udsgame.com). Therefore, the Company shall not provide warranties that the Partner will be able to earn money. The reason of it is that the Company sells the Packages and the Licenses and does not and will not ever sell the opportunity to earn money. It is important to note that the examples used in the Company's presentation or in its marketing materials are provided only to facilitate to understand principle of operation of the Marketing plan.

These are fictitious examples provided for educational purposes, they in no case shall be the example, warranty or forecast of income or profit that the individual shall receive as the Company's Partner.

8.11 For maximum clarity and accuracy of interpretation of the Agreement the Company shall refuse of any warranties, that are warranty of the product fitness, fitness to specific purpose and non-violation of the intellectual property rights. The Company shall not provide any warranties that the App shall satisfy the users' requirements., that the services shall be rendered without interruptions, quickly, safely and without any errors or that the results that may be acquired from use of the App shall be precise and reliable. Use of any materials downloaded to the website or otherwise obtained with use of the software or services shall be performed on the Partner's account. The Partner shall be personally liable for any damage imposed to computer systems or mobile devices of the user or loss of data due to download of any such materials. The Partner understands and agrees that the use of the services shall be made on his personal account.

8.12 The Partner receiving fees and compensations from the Company provided for by the Marketing plan described in the present Agreement shall be personally liable for observation of its country's law in relation to repatriation of the currency earnings, currency regulation and currency control.

8.13 Limitation of the Company's liability:

The Website and its services including all scripts, applications, content and design of the Website shall be provided *as they are*. The Company shall refuse from any warranties that the Website or its services may be suitable or not for specific purposes of use. The Company can not guarantee and does not promise any specific results of use of the Website and/or its services;

To avoid mistakes the user must observe precautions during download from the website or via links placed thereon or use of any files including the software. The Company urgently recommends to use only licensed including antiviral software;

Using the website the partner agrees that he downloads from the website or using it any materials on its own account and shall be personally liable for possible consequences of use of the said materials including for the damage that it may incur to computer of the user or the third parties for loss of data or any other damage;

The Company or its representatives shall not be liable towards the Users or any third parties for any indirect, accidental, unintended damage including the lost profit or lost data, damage to honour, dignity or business reputation caused due to use of the Website, content of the Website or other materials to which you or other persons got access using the Website regardless whether the Website administration has warned of or pointed to possibility of such damage or not.

8.14 The Partner accepts that he has read, understood and accepted the terms of the present Agreement, and agrees that the latter is exclusive and full interpretation of the Agreement between the parties and supersedes and unifies all prior offers, agreements and contracts, oral or written regarding the subject of the present Agreement.

8.15 Unless the Partner has proved the otherwise any actions performed using his login and password shall be deemed to be performed by the relevant Partner. In case of unsanctioned access to login an password and/or Personal Page of the Partner, or distribution of login and password the Partner shall be obliged to immediately inform the Website administration of it.

8.16 If the Partner does not accept the present Rules or their updates, the Partner shall be obliged to refuse from use of it having informed the Website administration of it.

8.17 Cookie files. We use cookie files. Cookie files that are saved on the computers of the users are text files of small size. Cookie-files are saved on the hard drive of the computer and perform data exchange with the Company servers only during the visit of the Website by the Partner. This allows the Company to follow the aggregate indexes (total number of visitors, number of reviewed pages). Cookie files may also be used during promo actions, lotteries and other contests, the sponsor of which is [udsgame.com](http://udsgame.com) or partners of [udsgame.com](http://udsgame.com). The Partner's web-browser shall be probably provided for acceptance of cookie files, however, the Partner may prohibit cookie files in the browser configurations. The Partner must consider that prohibition of cookie files may lead to errors in operation of special functions of the Website.

8.18 All disputes and conflicts between the parties must be settled via negotiations. Unless the parties may settle the disputes or disagreements independently, they shall be settled in court according to the place of residence of the defendant.

8.19 Rules of refund of monetary funds.

8.19.1 If the Partner intends to return the Package he shall be obliged to apply to the support service within 24 (twenty-four) hours from the date of payment for the Package. Upon refund of money the account shall be blocked without opportunity for recovery. Bonus points, monetary funds and other compensations shall be cancelled. Following this provision the Company warrants refund of money within seven calendar days from the date of application. Fees for bank and other transfers shall not be subject to refund.

8.19.2 Hereby the Partner understands that upon receipt of any first fee from the Company it shall be deprived from the right for money refund.

8.19.3 In case of shift to the Package with more Licenses 24 hours for refund shall be counted from the date of beginning of purchase of the first Package.

8.19.4 In case of shift to the Package with more Licenses monetary funds shall be not subject to refund because they prove satisfaction with operation of the App.

8.19.5 Part of the monetary funds paid by Partner for his license package is not refundable in case if this Partner is intended to switch his license package to another package containing less number of licenses by denying the rest licenses in his Package.

8.20. Period of the present Agreement shall be one calendar year from the date of activation and in case of no mutual claims shall be automatically renewed for the same period. The cost of this Agreement is 30 (thirty) USD.

8.21. The present Agreement shall be concluded by acceptance of the offer in writing. Absence of Agreement signed by the parties in a hard copy with signatures and seals of the parties in case of actual payment

under it by the Partner, shall not be recognized to be the ground to consider the present Agreement non-concluded.

8.22. The Company administration shall be entitled to refuse to activate the License to the Client, if the Client's activity includes intimate services or products. In the said case the License shall be returned to non-activated state.

## **9. PROVISIONS ON INTELLECTUAL RIGHTS**

9.1 Exclusive rights for the Content placed on the Website.

9.1.1 All objects placed on the Website including elements of design, text, graphical images, illustrations, video, scripts, software, music, sounds and other objects and their collections (hereinafter referred to as the Content) are subjects of the exclusive rights of the Company, Partners of the Website and other right holders, all rights for these subjects are protected.

9.1.2 Except for the cases provide for by the present Agreement and the applicable law no Content may be copied (reproduced), transformed, distributed, reflected in frame, published, downloaded, transferred, sold or otherwise disposed of in whole or in part without prior permission of the right holder, except for the cases when the right holder has expressly provided his consent for free use of the Content by any person.

9.1.3 The Partner by placing the Content he owns on the Website provides the other users with a non-exclusive right for its use by reviewing, reproduction (including copy), transformation (including for copy print) and other rights exclusively with the purpose of personal non-commercial use, except for the cases when such use inflicts or may inflict damage to the right holder's interests protected by law.

9.1.4 Use by the Partner of the Content access to which has been obtained exclusively for personal non-commercial use, shall be allowed provided that all copy rights or any other notices on authorship, have been preserved, author's name and the works have not been amended.

9.1.5 Except for its own Content the Partner shall not be entitled to download or otherwise bring to public knowledge (publish on the Website) the Content of other websites, databases and other results of intellectual activity with absence of expressed consent of the right holder for such actions.

9.1.6 Any use of the Website or Content except for permitted in the present Rules or in case of provision of express consent of the right holder for such use, without prior written permission of the right holder, shall be strictly prohibited.

9.1.7 Unless otherwise expressly provided herein, nothing in the present Agreement shall be regarded as transfer of exclusive rights for the Content.

9.2 Liability for violation of exclusive rights.

9.2.1 The Partner shall be personally liable for any Content or any other information that he downloads or otherwise brings to public knowledge (publishes) on the Website or using it. The Partner shall have no right to download, transfer or publish the Content on the Website, unless he has relevant rights to perform such actions acquired or transferred to him in accordance with law of the Partner's country.

9.2.2 The Company may but not obliged to review the Website for prohibited Content and may delete or transfer (without any warning) any Content or users upon its own discretion for and without any reason including without any limitations transfer or deletion of the Content that in the Company's opinion violates the present Rules, international law and/or may violate the rights, inflict damage or threaten safety of other Partners or the third parties.

9.2.3 Placing the Content on the Website the Partner transfers to the Company a right to copy its Content in order to arrange and facilitate publishing and storage of the user's Content on the Website.

9.2.4 Placing the Content on the Website the Partner automatically on gratuitous basis grants to the Company non-exclusive right for use of it by copying, public performance, reproduction, transformation, transfer and distribution for the Website or in relation to them including for its popularization. For the said purposes Administration may produce derivative products or enter the Partner's Content as a part into the relevant collections, perform other actions to achieve the said objectives.

9.2.5 If the Partner deletes his Content from the Website the rights referred to in subparagraphs 9.2.3, 9.2.4 of the present Agreement shall automatically recalled, however, the Company shall be entitled to save the reserve copies of the user's Content during undetermined period.

9.3 Websites and Content of the third parties.

9.3.1 The Website contains (or may contain) links to other websites in Internet (websites of the third parties) and articles, photographs, illustrations, graphic images, music, sounds, video information, applications, software and other Content owned or provided by the third parties (Third Parties' Content) that is a result of intellectual activity and is protected in accordance with law of the Partner's country.

9.3.2 The said third parties and their Content are not verified by the Company for compliance with any requirements whatsoever (authenticity, completeness, fairness etc.). The Company shall not be liable for any information placed on the third parties' websites to which the Partner obtains access via the Website of the Third Parties' Content, including, but not limited to, any opinions or statements expressed on the third parties' websites or in their Content.

9.3.3 Links and guidelines on downloading of the files and (or) setup of the third parties' software placed on the Website shall not mean support or approval of these actions by the Company.

9.3.4 Link to any website, product, service, any commercial or non-commercial information placed on the Website shall not be approval or recommendation of these products (services) by the Company.

9.3.5 If the Partner decides to leave the Website and move to the third parties' websites or use or set up the third parties software he shall make it on his own account.

## **10. LIABILITY OF THE PARTIES**

10.1 The Company and the Partner shall be liable for non-performance or improper performance of its obligations in accordance with the applicable law and the present Agreement.

10.2 The Parties shall be released from liability in case of force majeure lead to non-performance or improper performance of the obligations under the Agreement.

10.3 The Company shall not be liable for delays and errors in course of performance of its obligations if the reasons are beyond control – caused by force majeure. This includes without limitation riots, difficulties in work, mass disorders, wars, fire, death, governmental decrees and orders of other governing authorities.

10.4 The Company shall not be liable for late payments due to force majeure, force majeure events that beyond control of and having occurred not due to fault of the Company.

10.5 As for questions and suggestions in relation to accrual of Bonus points and other compensations, reports on work of subordinate organizations or errors in payments the Partner must notify of it the Company in writing to support@udsgame.com within 30 days from the date of the suspected errors. The Company shall not be liable for any errors, omissions or problems of which it has not been notified within 30 days.

10.6 The Partner shall be personally liable for information he places on the website, communicates to other Partners and for any interaction with other Partners performed at his own account.

10.7 The Partners shall be liable for personal activity on creation and placing of the information on Personal Page on the Website and due to placing of information on personal pages of other Partners and other Websites in accordance with the applicable law. Violation of the requirements of the Agreement and other sections of the Website shall provide for civil legal, administrative and criminal liability.

10.8 The Company shall provide the Partners with technical facilities for use of the Website, shall not participate in determination of the content of the Personal Pages of the Partners, shall not control and be liable for actions and omission by any of the parties or in relation to use of the Website or o formation and use of the content of the Personal Pages of the Partners on the Website.

10.9 The Website administration shall not perform preliminary moderation or censoring of the information placed by the Partners and take actions for protection of rights and interests by the parties and ensuring compliance with the requirements of international law only upon application of the interested party to the Website Administration in the prescribed order.

10.10 The Company shall not be liable for violation by the Partner of the present Agreement and reserve the right upon its own discretion, and upon receipt of information from other users or the third parties on violation by the Partner of the present Agreement to amend (moderate) or delete any information published by the Partner violating restrictions established by the present Agreement (including personal messages), suspend, restrict or terminate access to all or any section or service of the Website at any time for any reason or without explanation of the reasons, with or without prior notice, being not liable for any damage that may be inflicted to the Partner by such action. The Company reserves the right to delete the Personal Page of the Partner and (or) suspend, restrict or terminate access to all or any section or service of the Website, if the Company detects that in its opinion the Partner is a threat to the Website and (or) its Partners. The Company shall not be liable for temporary blocking or deletion of the information or deletion of the personal page (registration termination) of the Partner made in accordance with the present Agreement.

10.11 The Company shall not be liable for temporary errors and interruptions in operation of the Website and loss of information due to it. The Company shall not be liable for any damage to computer of the Partner or other person, mobile devices, any other equipment or software, caused by or related to download of the materials from the Website or following the links placed on the Website.

10.12 The Company, its head and subsidiary companies, officers, shareholders, legal successors and agents shall not be liable for the Partners' actions, and must be released from all claims caused by the actions of

the Partners. The Company shall also be released from liability, losses, penalties and other charges related to illegal activity of the Partner.

10.13 The present Agreement shall be executed in English and Russian. In case of conflict between the versions the Parties shall be guided by English version. If necessary and upon discretion of the Company the Agreement may be translated into other languages only for reference purposes.

The present Appendix determines rules and terms of participation of the Partner in *Auto-bonus from the Company* program allowing to receive compensations from the Company for the vehicles purchased.

1. Participation and payments

1.1. Any compensations provided for Appendix 1 may be accrued to the Partner's account only if the following conditions are fulfilled:

- Partner's Account is "Active";
- Partner has at least one active Client, who has purchased the License from this Partner, undergone moderation and paid the Subscriber's fee for this License;
- Partner shall be activated within the program in accordance with the terms described under the paragraph 1.7 of the Agreement. This procedure shall be done on or before the 10th day of the current month.

- Partner who has successfully joined the program shall send a confirmation email at support@udsgame.com. Photos of the Partner's vehicle with brand stickers attached are required. Remuneration shall be accrued to the Partner's account if all the above mentioned conditions are fulfilled on or before the 10th day of the current month.

1.2. To participate in *Auto-bonus from the Company* program, the Partner shall ensure the following turnover of the Financial cycles within 1 month, starting from 21.00 (GMT + 3) the 1st day of the month and until 21.00 (GMT +3) of the 1st day of the following (next) month, and in case of successful maintenance shall be entitled to receive the following compensations:

- 20 financial cycles during the period specified earlier – compensation in the amount of \$100;
- 50 financial cycles during the period specified earlier – compensation in the amount of \$250;
- 100 financial cycles during the period specified earlier – compensation in the amount of \$500;
- 150 financial cycles during the period specified earlier – compensation in the amount of \$750;
- 200 financial cycles during the period specified earlier – compensation in the amount of \$1,000;
- 250 financial cycles during the period specified earlier – compensation in the amount of \$1,250;
- 300 financial cycles during the period specified earlier – compensation in the amount of \$1,500;
- 350 financial cycles during the period specified earlier – compensation in the amount of \$1,750;

For premium vehicles (BMW, Mercedes, Audi, Chevrolet Camaro, Porsche vehicles):

- 400 financial cycles during the period specified earlier – compensation in the amount of \$2,000;

1.3. Compensation accrual shall be performed by transfer on monetary funds to Personal account of the Partner in Personal Profile in USD currency.

1.4. Monetary funds accrued to Personal account of the Partner shall be payable only on the following terms:

- Vehicle at the cost of at least USD15,000 (fifteen thousand) at the time of application;
- The Partner shall be obliged to place the standard Company's logo on the vehicle purchased under the program;
- The vehicle must be owned by the Partner pretending for participation in *Auto-bonus from the Company* under the right of ownership.

- Partner's account must be activated within the auto program in accordance with the terms described under the paragraph 1.7 of the Agreement. This procedure must be done on or before the 10th day of the current month.

- Partner who has successfully joined the program must send a confirmation email at support@udsgame.com. Photos of the Partner's vehicle with brand stickers attached are required. Remuneration shall be accrued to the Partner's account if all the above mentioned conditions are fulfilled on or before the 10th day of the current month.

1.5. Monetary funds accrued under *Auto-bonus from the Company* shall not payable until fulfillment of the terms described in paragraph 1.4.

1.6. Upon fulfillment of terms prescribed in paragraph 1.2 of the present Appendix, the Partner shall purchase the vehicle at the cost of at least USD15,000 (fifteen thousand) providing the Company with copies of the purchase and sale contract and the Certificate of Title (in case of purchase of the vehicle on credit a copy of the credit agreement must be also provided).

1.7. Upon purchase of the vehicle the Partner shall be obliged within three calendar days to send a standard application to the Company with mandatory attachment of copies of the documents specified in paragraph 1.6 of the present Appendix. Upon confirmation of receipt of data by the Company and fulfillment of terms of the paragraph 1.4 of the present Appendix the Partner shall be deemed to be activated.

1.8. The Partner is aware and agrees that the Company shall not be liable for obligations of the Partner towards the third parties.

1.9. As a participant of *Auto-bonus from the Company* program the Partner shall be obliged to place the standard Company's of the Company project's logo on the vehicle purchased under the program.

1.10. Terms of the present Program shall not be a public offer. The Company shall be entitled to amend the terms of the Program on a unilateral basis that shall be relevant from the date of their publication on the Company's website.

1.11. Terms of the present program shall be applied only to the Partners that have purchased at least Business package.

1.12. The monetary funds obtained within the Auto bonus program are available in the Partner's personal account during the lifetime of this Agreement. Auto program funds will be recalled and will not be refunded on the expiration date of the current Agreement.

1.13. Monetary funds shall be paid up to the 5<sup>th</sup> date of every month.

## Appendix No. 2

The present Appendix determines rules and terms of participation of the Partner in *Office from the Company program* allowing to receive from the Company compensations for payment for the offices rent by the users for promotion of the App.

### **1. Terms of participation in the program**

1.1. The Partners having rent the office for the App promotion have a right for participation in *Office from the Company program*.

1.2. In program may participate one office being *Central* from the one city.

1.3. Consideration amount shall be determined in the following way:

If total turnover in this city amounts to USD2,000 (two thousand) – USD50,000, the compensation shall amount to 4 (four)% from the turnover in the said city;

If total turnover in this city amounts to more than USD50,000, the compensation shall amount to 5 (five)% from the turnover in the said city;

The said turnover amounts must be maintained during thirty calendar days.

1.4. Upon conclusion of the Lease Contract the Partner shall be obliged within three calendar days to send to the Company a standard application with mandatory attachment of the copies of the documents certifying the right for rent. Upon confirmation of receipt of data by the Company and acceptance of the application the Partner having rent the office shall be deemed to be a participant of the program.

1.5. The Company has a right on a unilateral basis refuse to any Partner in participation in the program.

### **2. Participation and payments**

2.1. The compensation amount may not be more than 150% on the basis of the rental fee amount for the office specified in the Lease Contract.

2.2. If the Company determines that the office is not actually used according to the intended purpose, that is does not facilitate to support and promotion of the Company, the administration shall be entitled to deprive from the compensation upon its own discretion.

2.3 If the Company determines that the office rental fee is significantly increased in comparison to the average market value of commercial real estate for region, the administration shall be entitled to deprive from the compensation upon its own discretion.

### **3. Payment order**

3.1. Payments shall be performed by accrual of monetary funds to personal account of the Partner having rent the office.

3.2. Payments shall be made on the following terms:

3.2.1. The maintained turnover as described in paragraph 1.3 of the present Appendix within the determined period;

3.2.2. Rent of at least B class office in the central part of the city;

3.2.3. Submission of the standard application with attachment of all the required documents described therein.

3.2.4. Use of office only for promotion of the App.

3.3. If the Partner having rent the office for any reasons has terminated cooperation with the Company, he must inform of it via e-mail to [support@udsgame.com](mailto:support@udsgame.com).

3.4. The Partner having received compensation to the Personal account under *Office from the Company program* shall be obliged to use these funds only for payment of rental fees for the said office and for improvement of it. In case of violation of this paragraph the Company shall be entitled to terminate the Agreement with the said Partner. In this case lost fees due to cancellation of the Partner's Account shall not be subject to refund or reimbursement to the user.

### **4. Miscellaneous**

4.1. Any Partner shall be entitled to work in the said office.

4.2. The Partner is aware and agrees that the Company shall not be liable for obligations of the Partner towards the third parties.

4.3. The compensation shall be paid if the turnover has been performed in the said office.

4.4. If the turnover amount has been performed in the city beyond the said office, the office compensation shall be paid exclusively in the amount corresponding to the turnover performed within the said office.

4.5. Terms of the present Program shall not be a public offer. The Company shall be entitled to amend the term of the Program on a unilateral basis that shall be relevant from the date of their publication on the Company's website.

4.6. Terms of the present program shall be applied only to the *Active* Partners.

### Application samples

To administration of [www.udsgame.com](http://www.udsgame.com) resource  
 (support@udsgame.com)  
 from the Partner  
 Ivanov Ivan Ivanovich  
 ID: \_\_\_\_\_  
 residing at the address  
 city \_\_\_\_\_, \_\_\_\_\_ St, Apt \_\_\_\_\_  
 telephone: \_\_\_\_\_  
 e-mail: \_\_\_\_\_  
 Skype: \_\_\_\_\_

### Application

As far as I have performed all the required terms for participation in *Auto bonus from the Company* program described in Appendix No. 1, please include me in the list of participants of *Auto bonus from the Company* program.

Enclosures:

1. Copy (photo) of the passport;
2. Copy (photo) of the Vehicle Certificate of Title;
3. Copy (photo) of Vehicle Registration Certificate;
4. Vehicle photo (with state plates);
5. Copy of the Credit Agreement (if the vehicle has been purchased on credit);

Date: \_\_\_\_\_

Signature/ Surname, name, patronymic \_\_\_\_\_/\_\_\_\_\_

To administration of [www.udsgame.com](http://www.udsgame.com) resource  
(support@udsgame.com)

from the Partner

Ivanov Ivan Ivanovich

ID: \_\_\_\_\_

residing at the address

city \_\_\_\_\_, \_\_\_\_\_ St, Apt \_\_\_\_\_

telephone: \_\_\_\_\_

e-mail: \_\_\_\_\_

Skype: \_\_\_\_\_

### Application

As far as I have performed all the required terms of participation in *Office from the Company* program described in Appendix No. 2, please include the office at the address (country, city, street) in the list of participants of this program and assign to it the status of *Central* in our city.

Enclosures:

1. Copy (photo) of the passport;
2. Copy (photo) of the Lease Agreement;
3. Photo of the Office.

Date: \_\_\_\_\_

Signature/ Surname, name, patronymic \_\_\_\_\_/\_\_\_\_\_