



United
Discount
System

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

PARTNERSHIP AGREEMENT

In order to become a Partner of www.udsgame.com project, you should read the Partnership Agreement and also confirm that You agree with the terms of the Agreement.

1. You can withdraw your consent related to use of electronic documents at any time. However, once the consent has been withdrawn, the Partnership Agreement shall be automatically terminated. You shall also forfeit a right to get bonuses under the terms of the Agreement. If you want to withdraw your consent to exclusive use of electronic agreement (and thereby to terminate the Agreement with the Company) or to update your personal data, you should write us an email and send it to support@udsgame.com.

2. You agree that the Company has a right to change content and terms of the Agreement on a unilateral basis at any time. The last revision of documents shall be always available for review, print and downloading on the official website of the Company at www.udsgame.com.

3. Choosing I ACCEPT THE TERMS below you agree with the terms of the Partnership Agreement with the Company. Upon clicking on CANCEL button the authorization process shall be cancelled.

Partnership Agreement.

Internet resource www.udsgame.com (hereinafter referred to as the Company) offers any individual who accepts the terms of the present electronic offer to acquire a status of a Partner of www.udsgame.com website and abide the terms that include the following services and a system of reporting and bonuses:

Terms and definitions:

Bonus score is a bonus credited to a Bonus account of the User upon fulfillment of the terms of the present offer that is subject to use on terms stipulated by the present Agreement.

Left and Right team scores are a bonus credited to accounts of the left and right teams of the User upon completion of successful recommendations by users of the relevant team or by personally invited Users that is subject to use on terms stipulated by the present Agreement.

User is an Individual using UDS Game Application.

Partner is a natural person, and also a User, but carrying out recommendation of products and services of the Company to the third parties and being paid for these actions a remuneration from the Company in accordance with the marketing plan described in this agreement.

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.

Subscription fee is a payment made by the Partner for continuous use of services of the Company.

Partner account is a personal profile that is a secure area of an open web resource of the Website that allows to move within the bounds of information space allocated to him by the Website in order to consult the interested parties and to provide them assistance in authorization as potential users. To enter the partner account unique login and password that the Partner shall receive upon authorization on the open web resource of the Website shall be used. Upon authorization personal reference ID number shall be assigned the User's account.

Business place is a cell in user reporting and bonus scores crediting and rewarding system.

Products is an informational package, access to the use of www.udsgame.com website, and also other capabilities and services provided by the Company within the framework of the present Agreement and other documents of the Company.

Marketing plan is a bonus crediting algorithm determined by the Company for recommendation of the Company's services and products to other Individuals.

Recommendation is the Partner's action aimed at attraction of a new Customer. Recommendation shall be regarded to be made if a new Customer specifies login of the Partner who had recommended it when filling authorization form, and if the authorization has been completed and paid.

Sponsor is a Partner in relation to his personally invited one.

Personal (private) page is a certain area of a web resource, reflecting the Partner data including personal profile.

Personal profile is a certain secure area of a web resource reflecting information about bonus scores, personal account, team and other information within the Marketing plan.

Personally invited (PI) is a new Partner authorized on the website using reference ID number of the already authorized active Partner.

Active Partner is the Partner's account for which a Subscription fee has been paid.

Qualified (Partner's) Account is an account, the left and right teams of which have at least one PI who had paid a Subscription fee.

Financial cycle. When the left and right teams of the Partner have gained scores in the amount of 1 score for each team of the Partner, the said scores shall be converted into monetary assets to corresponding account of the User Partner at the rate 1 score= 30 USD.

Agent of administration of the Application Moderator is a legal entity acting on the basis of the Contract in the best interests of the Administration of the Application moderator, which has the rights for UDS Game Application, including but not limited to intellectual and legal rights;

Sales Volume is a product purchase made personally or a sale of the product made to the Customer.

Client with partner account is a natural person that purchases and automatically activates the UDS Game license for himself (herself) as a client granted with the Partner status.

1. Offer Acceptance Process

1.1. Acceptance of the present offer shall be made in accordance with the terms of the Agreement and authorization by filling authorization form at the Company's web resource specifying all personal data in the authorization form below the offer.

The offer shall be deemed to be accepted from the moment of entering all necessary data in the authorization form, expression of absolute agreement of the Partner with rules and provisions of the offer by selecting «*I accept the terms*» in the field and clicking «*Next*» button.

1.2. Having more than one account registered in the name of the Partner is forbidden. The Company has a right to lock Account of the Partner who had violated this condition without prior notice.

1.3. Upon acceptance of the offer and authorization of the Partner's account, the Company shall send notice to e-mail specified by the Partner during authorization process. The notice shall contain the following information: personal data of the Partner, login and password for access to a personal profile of the Partner.

1.4. The Partner gives consent for storage and processing of his personal data.

2. Subject of the Agreement

2.1. The subject of this agreement is to provide Customers / Partners with access to the console of the UDS Game Application (hereinafter the «Product»), through which the Customer is provided with access to the international network of the application users, namely Customers / Partners get the opportunity to use the UDS Game software on PC, as well as services of registration of new Customers and Partners, to count and accrue the bonus points, to transfer bonus points into cash by electronic means under the applicable forms of cashless payments in accordance with the requirements of the legislation, the Partner / Customer shall pay for services rendered, in the way provided in this Agreement. The Company provides a different set of services depending on the package chosen by the Partner / Customer:

2.1.1. Light Package includes limited version of unactivated UDS Game Product – 1 (one) piece.

2.1.2. Business package includes full version of unactivated UDS Game Product – 1 (one) piece.

2.1.3. Premium package includes full version of unactivated UDS Game Product – 5 (five) pieces.

2.1.4. VIP package includes full version of unactivated UDS Game Product – 10 (ten) pieces.

2.1.5. Invest mini package includes full version of unactivated UDS Game Product – 50 (fifty) pieces.

2.1.6. Invest max package includes full version of unactivated UDS Game Product – 100 (hundred) pieces.

2.1.7. Invest full package includes full version of unactivated UDS Game Product – 200 (two hundred) pieces.

2.2. Applications for users – individuals, is provided to them free of charge and allows them to:

- keep track of all the proposals of the Customer-companies;
- obtain discounts from the company's Customers;
- receive bonus points for recommendations;

- receive PUSH-notices from the Company.

2.3. Personal account for the Customer provides the following features:

Function	Limited edition	Full version
View payment history	+	+
View customers	+	+
View detailed information about the client	+	+
Adding tellers	Only 1 teller	+
Adding managers	+	+
Adding items in the shop window	+	+
Create coupons	-	+
Create a price list	+	+
Adding news	Only 1 for 7 days	+
Departure PUSH-notifications	-	+
View comments	+	+
Viewing service evaluations	+	+
Adding information about the company (name, description, time, service addresses, phone numbers)	+	+

2.4. The mobile app is available for the cashier on both of the above packages and allows to make settlements of the customers.

2.5. The UDS Game product shall be provided to the new Partners who registered from January 18, 2015. The Partners who registered until January 18, 2015 had received the set of products purchased at the moment of registration.

3. Cost of Services. Order of payments.

3.1. Order of purchase of the Company's Products under the Partner status.

3.1.1. Terms of «Light» package stipulate a one-time purchase of a package in the amount of 400 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.2. Terms of «Business» package stipulate a one-time purchase of a package in the amount of 1000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.3. Terms of «Premium» package include a one-time purchase of 3,000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.4. Terms of «VIP» package include a one-time purchase of 5,000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.5. Terms of «Invest mini» package include a one-time purchase of 20,000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.6. Terms of «Invest max» package include a one-time purchase of 35,000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.7. Terms of «Invest full» package include a one-time purchase of 60,000 USD, as well as the subscription fee for the use of a personal account, as well as other products of the company in the amount of 30 USD within thirty (30) calendar days.

3.1.8. If a partner fails to pay the monthly fee during three (3) consecutive months, the Company has the right to block the account and terminate this Agreement. In this case, the commissions, bonus score lost as a result of blocking or suspension of personal account shall be non-refundable to the Partner.

3.1.9. In case the partner pays membership fees for the use of the company's products for the duration of 365 calendar days, the price is 300 USD. If a partner terminates cooperation with the company during that period the funds paid shall be non-refundable.

3.2. Order of purchase of the Company's Products under the «Customer» status.

3.2.1. For customers the cost of the «Business» package stipulates a one-time purchase in the amount of 900 USD, the cost of the «Light» package – of 400 USD, and the monthly fee for the use of the UDS Game product in the amount of 20 USD for a calendar month. There are no «Light», «Premium» or «VIP» packages.

3.2.2. If a Customer fails to make the monthly fee, the Company has the right to suspend the providing of services.

3.2.3. In case the Customer pays the subscription fee for the use of the company's products for 365 calendar days, the price is 200 USD. If the Customer terminates cooperation with the company during this period the funds shall be non-refundable.

3.3. Purchasing conditions for company products for Client with Partner account status.

3.3.1 For Clients granted with Partner account, the cost of Business package includes one-time purchase in amount of 960 USD as well as 30 USD subscription fee for a calendar month. It is not possible to purchase Light, Premium, VIP, Invest mini, Invest max, Invest full packages. In this case, the Client is granted with the Partner status.

3.3.2. In case if the Client with Partner account does not pay subscription fee, the Company has the right to suspend rendering of services.

3.3.3. UDS Game license activates automatically during registration.

3.3.4. Client with Partner account is not entitled to resell or assign for temporary use acquired license to third parties. The license is intended for use only.

3.3.5. The Company has the right to refuse to activate the license in case if, according to the Company, the client does not correspond to the format of the application. In order to avoid conflict situations, you need to confirm the probability of license activation sending request to client@udsgame.com with description of the company.

3.3.6. In case of failure in license activation monies are non-refundable.

3.4. Access to use of packages is provided after a one-time payment of the package price and subscription fee for the first month, in accordance with the selected package.

3.5. Payments for the Company's services shall be performed via transfer of funds to the Company's account or by the payment system, servicing the Company.

3.6. The subscription fee shall be paid by the Customer / Partner after thirty (30) days from the date of the previous payment.

3.7. Partner has the right to resell his non-activated UDS Game product to the Customer on the terms provided in this Agreement.

Transmission of not activated package for temporary gratuitous use of the Customer is allowed. The minimum term of such transmission is three calendar months. The order of commissions for the transmission of inactivated package for temporary gratuitous use of the Customer is determined to item 4.6 of this Agreement.

3.8. In order to re-sell the non-activated UDS Game product to the Customer, the Partner shall have the status of «Active».

3.9. If the Partner has activated the UDS Game product, then resale of this product to the Customer is impossible.

3.10. Partner may transfer his own inactivated product UDS Game Full Version for temporary gratuitous use of the Customer.

3.11. During the transmission of not activated Product UDS Game for temporary gratuitous use of the Customer, the latter shall pay the Company a lump sum of 100 (one hundred) USD, and the Customer receives the right to use the company's services in accordance with the activated package for one months. In this case the monthly fee from the Customer is not charged. Each subsequent month temporary use is paid in advance by the Customer in the amount of 100 (one hundred) USD per month.

3.12. In order to convey the inactivated product UDS Game full version for temporary gratuitous use of the Customer, Partner shall have the status of «Active».

3.13. A package with a limited version cannot be transferred to temporary gratuitous use of the Customer.

3.14. If partner has activated the product UDS Game, its transfer for temporary gratuitous use of the Customer is not possible.

3.15. To pass full version non activated UDS Game product for temporary refundable Client's use, Partner must obtain successful product assessments in personal account.

3.16. Partner has a right to pay for the Company's products on behalf of the Customer. At the same time, the parties agree that the actual recipient of the Applications is a legal person who uses it.

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

3.18. To ensure the quality of the product, and the declared functionality, we strongly encourage you to read the free demo version of the personal Cabinet, which provides the functionality of the product. The username and password from the demo version you can get from a partner or submit your query at support@udsgame.com. Having paid the product you confirm the existence of the declared functionality in proper quality.

4. Remuneration of Partners for recommending the Company's products.

4.1. In order to receive compensation for the recommendation of the Company's products it is necessary to pay a one-time cost of 30 (Thirty) USD for the use of a personal account and pay a monthly fee for this service in the amount of 30 USD for 30 calendar days.

In this case, the Partner receives remuneration provided in paragraph 4.7.2. of this Agreement.

4.2. In order to receive the remuneration provided in paragraph 4.7.7. it is necessary to make single time sales volume of 400 USD or 900 USD.

4.3. If the partner has not made sales volume during the thirty (30) calendar days, the account will be blocked.

4.4. If a partner purchased the product, the subscription fee for the use of a personal account includes a subscription fee for the product and its amount is 30 (Thirty) USD.

4.5. The remuneration is calculated according to the «Binar» and «Classic» reward schemes at the same time.

4.6. In case of the transmission of inactivated Product UDS Game for temporary gratuitous use, Partner commission fee is 80 (eighty) USD for each calendar month of the Customer's time to use the right product. If Customer refuses to use the above-mentioned products, the company reserves the right to return the relevant Partner activated product UDS Game Customer inactivated status.

4.7. «Binar» system:

4.7. If a product is sold to the partner:

4.7.1. There are three types of accounts formed in Personal account of the Partner: bonus account of the right team, bonus account of the left team and a personal account.

4.7.2. If a new Partner purchases the product from the Company's website, using the reference ID number of the active and qualified Partner and paid for the services and products of the corresponding package under the Company's tariffs, the new Partner acquires the status of «PI» and the account of active and qualified partners is credited with monetary compensation for personal recommendation in the amount of 30 USD in case the new Partner purchases «Light» package, of 90 USD in case the new Partner purchases «Business» package, of 500 USD in case the new partner purchases «Premium» package, of 1000 USD if the new partner purchases «VIP», «Invest mini», «Invest max», «Invest full» packages.

4.7.3. When the new partner performs an upgrade from the "Lite" to the "Business" package, an active partner, who is a sponsor of the partner who upgrades, receives additional funding, which is equal to 60.00 (sixty) USD, as a reward for personal recommendation.

4.7.4. When the new partner performs an upgrade from the "Business" package to the "Premium" package, an active partner, who is a sponsor of the partner who upgrades, receives additional funding, which is equal to 400.00 (four hundred) USD, as a reward for personal recommendation.

4.7.5. When the new partner performs an upgrade from the "Business" package to any package of the following ones: "VIP", "Invest mini", "Invest max", "Invest full", an active partner, who is a sponsor of the partner who upgrades, receives additional funding, which is equal to 900.00 (nine hundred) USD, as a reward for personal recommendation.

4.7.6. When the new partner performs an upgrade from a "Premium" package to any package of the following ones: "VIP", "Invest Mini", "Invest Max", "Invest Full", an active partner, who is a sponsor of the partner who upgrades, receives additional funding, which is equal to 500.00 (five hundred) USD, as a reward for personal recommendation.

4.7.7. If the new Partner make sales in the left or right team of the product, no matter whose PI he is, the bonus account of the appropriate team (left or right) of the Partner is credited with 1 score - if the new partner acquired «Light» package, 3 scores - if the new partner acquired «Business» package, 10 scores - if the new partner has paid for the «Premium» package, 20 scores - if the new partner has purchased «VIP» package, 100 scores - if the new partner has paid for the «Invest mini» package, 175 scores - if the new partner has paid for the «Invest max» package, 300 scores - if the new partner has paid for the «Invest full» package.

4.7.8. Partners, whose single time sales volume was no more than 400 USD for one time sale, are entitled to receive not more than 1 score to their bonus account for the new partner in his left or right teams, regardless of which package was purchased by the new partner in his left and right teams.

4.7.9. Partners, whose sales volume was less than 900 USD for one-time sale, are entitled to receive not more than 3 scores to their bonus account for the new partner in his left or right teams, regardless of which package was purchased by the new partner in his left and right teams.

4.7.10. Partners, whose sales volume was no more than 3,000 USD for one-time sale, are entitled to receive not more than 10 scores to their bonus account for the new partner in his left or right teams, regardless of which package was purchased by the new partner in his left and right teams.

4.7.11. After accumulation in the left and right teams of the Partner of the same number of scores dividable at the rate of 1 score, in each team of the Partner provided in the section 4.7.7. hereof, these scores shall be converted into cash to the relevant account of the Partner at the rate 1 score = 30 USD.

4.7.12. Each partner receives 10% of the income of his personally invited Partners under the «Binar» system.

If the total amount of financial cycles of a Partner is more than 40 during the reporting week, the Partner receives 10% of the income of the personally invited, as well as 10% of revenues of the personally invited during the next reporting week.

If the total amount of financial cycles of the Partner is more than 100 for the reporting week, the Partner receives 10% of the income of the personally invited up to the 3rd generation within the next week. In case of non-fulfillment of volumes referred to above, the bonus will not be awarded for the following week.

This paragraph applies only to the income specified in paragraph 4.7.7. of this Agreement.

4.7.13 Any scores and other remuneration can only be accrued to the Partner account if the Partner's account has «Active» status. Remunerations provided by paragraphs 4.7.2. hereof, may be awarded only if the Partner's account has «Active» status, the remunerations provided by paragraph 4.7.7. hereof, may be awarded only if the Partner's account has «Active» and «Qualified» status.

4.7.14 The Partner who has made sales in the amount of 400 USD gets 1 business location in the «Binar» system.

4.7.15. The Partner, who has made sales volumes provided by the paragraph in the amount of 900 USD and more, receives one active business location and 2 inactive business locations that are tied to one personal account and a single subscription fee. The bottom two business locations are active for scoring, but are not active for conversion of the accumulated scores into cash at the Partner's personal account. Conversion of the accumulated points into cash is only activated from the moment when the total amount of financial cycles of the Partner reaches 100 (one hundred) for the reporting week once.

4.7.16 The Partner cannot receive remuneration from the Company, determined in paragraph. 4.7.7. hereof, at the rate of more than 50,000 USD for 7 (seven) calendar days, regardless of the conditions stipulated by the Partnership Agreement.

4.7.17 The Partner who made sales volume in the amount less than 900 USD cannot receive remuneration from the Company, determined in paragraph. 4.7.7. hereof, at the rate of more than 1,000 USD for 7 (seven) calendar days, regardless of the conditions stipulated by the Partnership Agreement.

4.8 If the product is sold to the Customer.

4.8.1 ***Partner has no non-activated UDS Game product or has Activated UDS Game product;***

4.8.1.1 If the new Customer purchases «Business» package on the Company's website, using the reference ID number of active and qualified Partner who has no non-activated UDS Game, and paid for services and products of the corresponding package under the Company's tariffs, then the account of active and qualified Partner shall be credited with cash in the amount of 90 USD.

4.8.1.2 In case the new Customer purchases the Company's products, the bonus account of the Partner who has invited him, as well as of the higher (left or right) team account shall be credited with 3 scores if the new Customer has paid for the «Business» package.

4.8.1.3 The Partner receives 10 USD on the personal account for each subscription fees paid by the Customer. This fee is charged to the Partner if he has «Active» status.

4.8.2 Partner has non-activated UDS Game product;

4.8.2.1 If the new Customer purchases «Business» package on the Company's website, using the reference ID number of active and qualified Partner who has non-activated UDS Game, and paid for services and products of the corresponding package under the Company's tariffs, then the account of active and qualified Partner shall be credited with monetary compensation in the amount of 900 USD as a return on purchase of his own UDS Game product.

4.8.2.2 If the new Customer purchases «Light» package on the Company's website, using the reference ID number of active and qualified Partner who has non-activated UDS Game, and paid for services and products of the corresponding package under the Company's tariffs, then the account of active and qualified Partner shall be credited with monetary compensation in the amount of 300 USD as a return on purchase of his own UDS Game product.

4.8.2.3 The Partner receives 10 USD to the personal account for each subscription fee paid by the Customer. This fee is awarded to the Partner if he has «Active» status.

4.9 In case if the new Client with Partner account purchases Business package on the website of the Company using referral ID number of active and qualified Partner, who has unactivated USD Game product and paid for services and products of correspondent package according to the Company's tariff, 500USD monetary remuneration will be credited to the account of the active and qualified Partner. In such case, the remuneration specified in paragraph 4.7. is not credited.

4.10 The Partner who has not paid the monthly fee, cannot receive remuneration provided in paragraphs 4.6., 4.7., 4.8. of this Agreement.

4.10 The «Classic» system.

4.10.1 The Partner of the «Customer» package receives a remuneration in the amount of 3 USD to personal account for each active personally invited Partner and personally invited Partners of the last, up to the 7th generation, who has paid a monthly fee for use of the Product according to the selected package.

4.10.2 The Partner who has not paid the monthly fee, cannot receive the compensation provided under paragraph 4.10. of this Agreement.

5. Rights and liabilities of the parties

5.1. The Company has right:

5.1.1. To modify the tariffs, procedure and amount of bonus scores crediting on a unilateral basis.

5.1.2. To block personal account of the Partner without prior notice for one of the following reasons:

- violation of one of the paragraphs of the present Agreement and the Website usage rules;

- execution of actions that somehow interrupt operation of the Website;

- performance of actions that have a negative effect on a goodwill of the Company;

- violation of the anti-spam policy, including publication of referral links on websites, landing pages and social networks with goal of recruitment through the provided link. Referral link for registration shall be provided exclusively to a particular person in a personal meeting or private correspondence.

- public demonstration of income from payments of commissions for recommendation of the Company's services and other incomes from the Company;

- production of video materials which is independent or not agreed with the Company and is about the Company, payments and bonuses, the product and other video materials with direct reference to the Company in the narrator's, actors' text or with the use of the Company's logo;

- use of the Company's name and logo for manufacturing of souvenir and other products;

- independent or not approved by the Company establishment of training business schools, parties and other events on behalf of the Company, including events held in offices leased by the Partners in order to promote the Company;

- provision of false information in personal profile at the website;
- misleading of potential partners about possible income obtained for recommendation of the Company's services;
- false public statements concerning registration of popular singers, actors, bloggers and other famous persons and also famous brands on the website;
- negative public statements concerning direct competitors of the Company, social networks and other similar companies or similar bonus system or products;
- attraction of the website Partners for participation in other projects with analogous or similar bonus systems or products, and also distribution of information about them on the website.
- creation of websites, including Landing Pages, presentation websites with the use of the Company's logo or the company name, with a goal of recruitment to register or without it;
- execution of other actions discrediting honour and dignity of the Company.

In the said case the commissions lost as a result of blocking or suspension of the account in personal profile shall not be returned or indemnified to the Partner.

5.1.3. To withdraw from cooperation with the Partner in case of misuse of information concerning the Company's work, and also creation of negative reputation at websites of forums and communities.

5.1.4. To modify at any time operation of the Website without prior notice. The Partner shall agree that the Company shall not be liable towards him or any third party for any alterations, interruptions in work, transfer of data, update or adding of functions, or termination of work of the Website operation. Any such modifications, amendments, update or additional functions are exclusively owned by the Company only and the Partner has no rights to the same.

5.1.5. To deny authorization application from any Partner at his own discretion.

5.1.6. To make alterations to any terms of the Agreement at his own discretion. Accepting the terms of the Agreement the Partner undertakes to comply with all the amendments and alterations made by the Company. Modifications shall become effective after notification of all the Partners about the agreement amendment. Notices about modifications must be published at the official website of the Company and shall be deemed as a proper notification of all the Partners of the website. Continued use of the website by the Partner or further acquisition of bonus scores or other rewards by the Partner means that the Partner accepts all the amendments to the Agreement.

5.1.7. To modify design of the Website, its content, list of services, to change or to elaborate the used scripts, software and other objects used and stored at the Website, any server applications at any time with or without prior notice.

5.1.8. To use statistical information related to functioning of the Website, and Partners information for provision of address demonstration of advertising information to different audiences of the Website Users. In order to organize operation and maintenance of the Website and performance of the present Agreement the Company has technical capability of access to personal pages of the Users, which is to be utilized only in cases determined by the present Agreement or in accordance with legislation.

5.1.9. To terminate the Agreement on a unilateral basis and stop paying commissions and bonuses for violation of the terms of the present Agreement.

5.2. The Partner has right:

5.2.1. To use the Company's products in accordance with the terms of the present Agreement.

5.2.2. To recommend the Company's services to the third parties and get bonuses in accordance with marketing plan specified in the present Agreement.

5.2.3. To get the Company's periodicals and other messages of the Company.

5.2.4. For support, services, training, motivation.

5.2.5. To participate in advertising and promotional contests and programs held by the Company for the Partners, such as:

- «Auto bonus from Company» - which allows to receive compensation from the Company in connection with payment for the purchased vehicles. Conditions and procedure for participation in the «Auto bonus from Company» program shall be in accordance with Annex No. 1.

- «Office from the Company» - which allows to receive remuneration from the Company in payment of the leased offices, in order to promote the products of the Company. Conditions and procedure for participation in «Office from the Company» shall be in accordance with Annex No.2.

5.3. The Company shall be obliged:

5.3.1. To provide access to the website in case of payment for the chosen package in accordance with the terms of the present Agreement.

5.3.2. To credit bonus scores and other rewards in accordance with marketing plan approved by the Company and specified in the present Agreement.

5.3.3. To ensure the proper quality of the provided services.

5.4. The Partner shall be obliged:

5.4.1. To comply with all international, federal, state, local laws and rules while using the Company's products.

5.4.2. To share the values and keep the Company's loyalty, and also to ensure integrity and respect to the rules of the Company.

5.4.3. To comply with all Provisions and terms specified in the present Agreement, and also modifications that can be made by the Company from time to time.

5.4.4. Not to interfere with the work of the Website and of the Company.

5.4.5. To inform about violation of the terms of the Agreement by other Partners and Customers.

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

5.4.7. The Partner shall be obliged not to attract the Website Partners for participation in other project with similar system and products. The Company has a right to block the Partner's account for violation of this clause. In the said case the commissions lost as a result of blocking or suspension of the account in personal profile shall not be returned or indemnified.

5.4.8. The Partner shall be obliged not to purchase or to re-register accounts of other previously authorized Representatives for himself.

5.4.9. The Partner agrees not to register and not to cause other Partners already registered in parallel and/or upstream, downstream branches of the Structure to register in it.

For violation of this paragraph the Company is entitled to block the account of the partner registered the existing partners, as well as a new account of existing partner. In this case, the commission lost as a result of blocking or suspension of your account in personal profile shall not be returned or indemnified.

5.4.10 If a partner wants to register a new account in parallel and/or higher, the lower branches of the structures and/or change the supervisor, he may do this actions upon occurrence of following conditions:

- Not making the subscription fee for the use of a private office under subsection 4.1 of this Agreement for a three (3) consecutive months in the primary account;

- The direction of the respective support calls at support@udsgame.com with a request to block the primary account and to allow the registration of a new account in parallel and/or higher, the lower branches of the structures and/or replace the supervisor.

In this case the Commission and the points in the previous personal profile shall not be returned or indemnified. Re-registration of account is only possible through the purchase of a new account. Transferring account with redeem points, commissions and team is impossible.

5.4.11. Using www.udsgame.com website the Partner shall be obliged:

- to comply with provisions of the applicable legislation of the country of residence of the Partner, terms of the present Agreement and other special documents of the Company;
- to provide true, full and actual data during authorization process and to follow their updating;
- to inform the Company about illegal access to personal page and/or illegal access and/or use of login and password of the Partner;
- not to provide access to other Partners to own personal page or to information contained therein if it can lead to violation of legislation of the country of residence of the Partner and/or terms of the present Agreement and special documents of the Company;
- not to place on the personal page information and objects (including references to them) that can violate rights and interests of other persons;
- before placing information and objects (including without limitation, images of other persons, foreign texts with different content, audio records and video films) to bear responsibility for legitimacy of their placement;
- to keep confidential and not to provide other Partners and third parties with personal data (including without limitation home addresses, telephone numbers, e-mails, ICQ, passport data, bank information) and information about private life of other Partners and other persons that became known as a result of communicating to other Partners and of other Website usage without their proper prior agreement;
- to back up information important for User stored on personal page of the Partner.

5.4.12. In case of doubt in legitimacy of performance of this or that action including placing of information or providing access the Company recommends to refrain from it.

5.4.13. The Partner is obliged to timely pay a subscription fee.

6. Prohibitions and restrictions

6.1. The Partner cannot transfer any rights or delegate any obligations within the framework of the present Agreement without prior written consent of the Company. Any effort to transfer or assign rights without written consent of the Company provides the Company a right to dispute actions of the Partner.

6.2. For legal and tax aspects, the Company has a right to limit sale of its products and presentation of its capabilities for Partners in the countries where such activity can be deemed illegal. Therefore, the Partner cannot sell or advertise the Company's products or promote Possibilities in the countries and territories which were not officially agreed by the Company. The Partner should agree recommendations and sale of products in certain countries with the Company at support@udsgame.com.

6.3. The Partners cannot use or try to authorize any trade names of the Company, trademarks, names of services, service marks, name of products or other their derivatives as domain name in the Internet.

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

6.5. The Partners should not answer the questions of media concerning the Company, its Products or Services. All requests of media should be immediately transferred to Marketing Department of the Company.

6.6. The Partner shall be fully responsible for his oral and written statements made with reference to the Company, Services or Marketing plan of the Company that are not included into official materials and documents of the Company.

6.7 The Partner is solely responsible for all his oral and written statements made regarding the Company, Services or Marketing Plan of the Company, that are not included into official materials and documents of the Company.

6.8. The Website Partners are not franchise purchasers. The Agreement between the Company and its Partners does not establish labor or agency relations, official partnership or joint venture between the Company and the Partners. The Partners shall not be deemed as employees for the purposes of federal, regional, local or other taxation stipulated by law of the resident's country. All the Partners are personally responsible for compliance with local, regional, federal and other taxes stipulated by law of the resident's country from all compensations and bonuses obtained by the Partner from the Company.

6.9. Name of the Company and other names that can be approved by the Company such as trade names, trademarks and service marks are owned by the Company. Using the Company's name and logo on any object not produced by the Company is forbidden.

6.10. Persons under 18 cannot participate in marketing plan of the Company and get monetary reward for recommendation of the Company's services. The Partner shall be personally responsible for violation of this clause, and also for misleading of the Company in relation to his age by entering false data while authorization process.

6.11. The Partner has not right to sell, transfer, grant and also to perform other legal actions on transfer of accounts to the third parties. In case of death of the Partner his account can be transferred to his heirs. The Company shall be provided with proper legal documents to ensure authenticity of the account transfer. The heir acquires the rights for all bonus scores and other rewards of the deceased Partner if he fulfills the following terms.

Transferee(s)/Candidate shall be obliged:

to fulfill terms of the Agreement and other rules of the Company;

to meet terms and provisions of the Agreement and other rules;

In order to transfer the account the transferee/candidate should submit the following documents to the Company:

- original of the Death Certificate;

- notarized copy of the Will or other document proving the right of transferee/candidate for inheriting of the account;

6.12. While using the Website the Partner should not:

6.12.1. Authorize as the Partner in the name of or for the other person («false account») and to authorize group (association) of persons or legal entity as the Partner whereas authorization in the name of or for other natural or legal person is possible provided that all necessary powers shall be obtained in order and form stipulated by law of the Partner's country;

6.12.2. Mislead the Partners about his personality using login and password of the other authorized Partner;

6.12.3. Falsify personal information, information about his age or other relations with other persons or organizations;

6.12.4. Upload, store, publish, distribute and provide access or otherwise use information that:

- contains threats, discredits, offends, discredits honour, dignity and business reputation or infringes inviolability of private life of the Partners and other third parties;

- violates rights of underage persons;

- is vulgar or obscene, contains porn images and texts or scenes of sexual character with participation of the underage;

- contains scenes of inhuman treatment with animals;
- contains description of means and methods of suicide, any incitement to commit a crime;
- propagates and/or contributes to stirring up racial, religious, ethnic abhorrence or hatred, propagates fascism or ideology of racial superiority;
- contains extremist materials;
- propagates criminal activity or contains recommendations, instructions or other guidelines on criminal activity,
- contains information of limited access, including without limitation state and commercial secrecy, information about private life of the third parties;
- contains advertisement or describes benefits of drug consumption including «digital drugs» (audio files affecting the human brain at the expense of binaural rhythms), information about distribution of drugs, their production formula and consumption recommendations;
- contains signs of fraud;
- and also violates other rights and interests of citizens and legal persons or requirements of law of the resident's country.

6.12.5. Illegally upload, store, publish, distribute and provide access or otherwise use intellectual property of the Partners and third parties;

6.12.6. Bulk e-mail without agreement of the Website Partners;

6.12.7. Use software and perform actions aimed at disturbance of normal operation of the Website and its services or personal pages of the Partners;

6.12.8. Upload, store, publish, distribute and provide access or otherwise use viruses, Trojans or other malicious software;

6.12.9. Use without special permit of the Company automated scripts (programs) for collection of information at the Website and (or) interaction with the Website and its services;

6.12.10. Try to get access to login and password of the other Partner in any manner including without limitation deception, abuse of trust, hacking;

6.12.11. Illegally gather and process personal data of other persons;

6.12.12. Place any other information that in personal opinion of the Company is undesirable, does not meet the objects of the Website, infringes interests of the Partners or for other reasons is undesirable to be placed at the Website.

6.12.13. In case of violation of any clause of section 6 of the present Agreement, the Company is entitled to suspend or block the account of the Partner, and also to delete

necessary information from page of the Partner. In the said case the commissions lost as a result of blocking or suspension of the account in personal profile shall not be returned or indemnified to the Partner.

7. Dissolution of the Agreement.

7.1. Involuntary dissolution.

Violation of any of the terms of the present Agreement, including any amendments that can be made by the Company at its discretion can lead to involuntary dissolution of the Agreement with the Partner on a unilateral basis. The Agreement shall be deemed to be dissolved from the date of sending a written notice to the Partner by e-mail, fax or from the date of its delivery by courier service to the latest known mailing or e-mail address of the Partner.

7.2. Voluntary dissolution.

The Partner is entitled to dissolve the Agreement at any time and for any reason. Application for dissolution of the Agreement shall be provided in written, electronic form and sent to e-mail: support@udsgame.com. The written notice should contain signature of the Partner, his full name, e-mail address, personal id number, login and password of that account.

7.3. Denial of renewal.

Upon expiration of the Agreement the Company is entitled to decide to deny renewal of the Agreement for a new term.

8. Other terms and conditions.

8.1. The Partner agrees that being the Website User he is not an employee, co-owner, official Representative or franchisee of the Company. The Partner agrees to be fully responsible for payment of all the expenses incurred by him including those for transportation, food, accommodation, secretary services, office, international negotiations and other expenses connected with use of the Website.

8.2. The Partner acknowledges that he shall not be deemed by the Company as its employee for purposes of federal, regional and local taxation. The Company shall not be liable for retention, and shall not withhold or deduct from the amount of bonuses paid by the Company to the Partners, taxes to insurance fund or other taxes stipulated by law of the resident's country.

8.3. If any provision of the Agreement is recognized to be invalid or void the only part that has been recognized to be invalid and void shall be separated from the Agreement in order to make necessary alterations to make it valid. Herewith the Agreement shall retain its integrity and legal effect.

8.4. Electronic file or facsimile copy of the present Agreement shall be equal to its original in any relation.

8.5. The Company shall not be liable for any promises and guarantees made by the Partner to anybody if they contradict the approved marketing plan, bonus score crediting systems and terms of documents of the Company, available on the official website of the Company at www.udsgame.com. Therefore, the Partner should read all the documents available on the Website, and also brochures and notices of the Company and abide all the provisions and terms of the Company.

8.6. The Partner understands that he is not an employee of the Company. Therefore, the Partner has no right to establish any legal relations in relation to the Company and to act on its behalf.

8.7. The Company deals with provision of services on using www.udsgame.com website. Therefore, the Company does not guarantee that the Partner can make money on it. The reason for this is that the Company sells the product and does not sell and will ever sell the possibility to earn money. It also must be noted that the examples used in presentation of the Company or in its marketing materials are aimed only at assistance to understand principle of work of the marketing plan.

These are imaginary examples made for education purposes, they in no case can serve as the example, guarantee or forecast of income or profit that the natural person shall get as the Company Partner.

8.8. For maximal severity and accuracy of interpretation of law the Company denies any type of guarantees and specifically guarantee of merchantability, suitability for any special purpose and non-violation of intellectual property rights. The Company does not give any guarantees that products shall satisfy requirements of its users, the services shall be provided uninterruptedly, rapidly, safe and without errors or that the results that can be obtained from using of the Company's products shall be accurate and reliable.

Use of any materials uploaded to the Website or otherwise obtained using software and services is performed at risk and peril of the Partner. The Partner is personally responsible for any damage made to computer systems or mobile devices of the User or loss

of data as a result of downloading of any such materials. The Partner understands and agrees that he shall use the services at his own risk.

8.9. The Partner obtaining commissions and bonuses from the Company provided by marketing plan specified in the present Agreement, bears personal responsibility for following the law of his country in relation to repatriation of currency income, currency regulation and currency control.

8.10. Limitation of liability of the Company:

The Website and its services including all scripts, applications, content and design of the website are «as supplied». The Company denies any guarantees that the website or its services can be or cannot be suitable for special purposes of use. The Company cannot guarantee and does not promise any specific results of using the website and/or its services.

In order to avoid mistakes the Partner should take preventive measures while downloading from the website or from the references specified therein and while using any files including the software. The Company strongly recommends using only licensed software, including antivirus software.

Using the Website the Partner agrees that he shall download from the Website or with the assistance of it any materials at his own risk and shall bear personal responsibility for any possible consequences of use of the said materials including any damage that this can cause to computer of the user or to the third parties, for loss of data or any other damage.

The Company or its representative shall in no circumstances be responsible before the User or before any third parties for any indirect, occasional, accidental damage including the lost profit or lost data, damage to honor, dignity and business reputation, caused because of using the Website, the Website content or other materials to which you or other persons have got access with assistance of the Website even if administration of the Website had warned or informed about possibility of such damage.

8.11. The Partner acknowledges that he had read, recognized and agrees with the terms of the present Agreement, he also agrees that this is an exclusive and complete statement of the Agreement between the parties and substitutes and merges all previous oral or written offers, arrangements and agreements in relation to subject of the present Agreement.

8.12. Unless the Partner proves the contrary, any actions performed with using of his login and password shall be deemed to be performed by the relevant Partner. In case of illegal access to login and password and/or personal page of the Partner, or distribution of login and password the Partner should immediately inform Administration of the Website about it.

8.13. In case the Partner does not agree with the present Rules or their updates, the Partner shall be obliged to deny using the Website having informed Administration of the Website about it.

8.14. Cookie-files. We use cookie-files. Cookie-files that are saved on computers of the Users are small text files. Cookie-files are saved on hard disk of computer and perform data exchange with servers of the Company only when the Partner visits the Website. This allows the Company to follow aggregate data (total number of visitors, number of opened pages). Cookie-files can also be used while carrying out promo actions, lotteries and other contests whose sponsor is udsgame.com or partners of udsgame.com. The web browser of the Partner is most likely to be configured to accept cookie-files, however the Partner can prohibit to use cookie-files in settings of the browser. The Partner should understand that prohibition to use cookie-files can lead to interruptions in operation of several functions.

8.15. All disputes between the parties should be settled through negotiations. In the event that the parties are unable to settle disputes or differences by themselves, they resolve them in court at the location of the defendant.

8.16. Refund policy.

8.16.1. If the Partner is not satisfied with any purchased product, he is obliged to contact the support team with the appropriate request for refund within 24 (twenty four) hours from the time of payment for the package. Respecting this condition, the Company guarantees a refund within seven banking days after application. Bank Commission and other transfers are non-refundable.

8.16.2. Hereby the Partner understands that in case of receiving the first Commission from the Company, he forfeits the right to a refund.

8.16.3 In the case of the transition to a package with a lot of products point of the report 24 hours to return to the beginning of the purchase is considered the first packet.

8.16.4 In the case of the transition to a package with a lot of products, funds are non-refundable, as confirmed satisfaction by the product.8.17. The term of this agreement is one calendar year from the date of activation of the Application and in the absence of mutual claims is automatically prolonged for the same period. Each party is entitled to terminate this agreement by notifying the other party not less than thirty calendar days prior to the intended termination.

8.17. The term of this agreement is one calendar year from the date of activation of the Application and in the absence of mutual claims is automatically prolonged for the same

period. Each party is entitled to terminate this agreement by notifying the other party not less than thirty calendar days prior to the intended termination.

8.18. This contract is an offer. The absence of a signed copy of the agreement between the parties on paper, with the affixing of signatures and seals of the parties in the event of actual payment made by Partner / Customer is not a reason to consider this Agreement void. Carrying out payment made in accordance with the order shall be deemed an acceptance of the Partner / Customer.

8.19. Company Administration has the right to refuse to activate a license in the case if the sales activity present products or services intimate content. In this case, the license is returned to the inactivated status.

9. Intellectual Property terms.

9.1. Exclusive rights to Content placed at the Website.

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

9.1.2. Except for the cases determined by the present Agreement and also by the applicable law no Content can be copied (reproduced), remanufactured, distributed, reflected in frame, published, downloaded, transferred, sold or otherwise used wholly or partially without prior permit of the right holder, except for the cases when the right holder has explicitly provided consent to free use of the Content by any party.

9.1.3. Placing the Content lawfully owned by him on the Website the Partner provides other Users with non-exclusive right for its use by reviewing, reproducing (including copying), remanufacturing (including printing of copies) and other rights for personal non-commercial use except for the cases when such use damages or can damage interests of the right holder protected by law.

9.1.4. The Partner's using of the Content, access to which was provided only for personal noncommercial use, is allowed only upon preservation of all copyright signs (copyrights) or other notifications about authorship, preservation of the author's name in the unchanged form, preservation of the product in the unchanged form.

9.1.5. The User has no right to upload or otherwise make available to the public (publish on the Website) the Content of other websites, databases and other results of

intellectual activity without explicit consent of the right holder to such actions except for own Content.

9.1.6. Any use of the Website or the Content except for that permitted in the present Rules or in case of explicit consent of the right holder for such use, without prior written permit of the right holder is strictly prohibited.

9.1.7. Unless otherwise explicitly provided in the present Rules, nothing in the present Rules can be regarded as transfer of exclusive rights for the Content.

9.2. Liability for violation of exclusive rights.

9.2.1. The Partner is personally responsible for any Content or other information that he uploads or otherwise makes available to publicity (publishes) on the Website or with assistance of it. The Partner has no right to upload, transfer or publish the Content on the Website if he does not have any corresponding rights for performance of such actions acquired by him or transferred to him in accordance with law of the Partner's country.

9.2.2. The Company can, but shall not be obliged to review the Website for availability of the prohibited Content and can delete or move (without notice) any Content or users at its own discretion, for any or no reason, including without any limitation transfer or deletion of the Content that in personal opinion of the Company violates the present Rules, law of the Russian Federation and/or can violate the rights, damage or endanger the security of other Partners or third parties.

9.2.3. Placing own Content on the Website the Partner transfers to the Company right to copy his Content in order to regulate and ease publishing and storage of the User's Content on the Website.

9.2.4. Placing own Content at any part of the Website the Partner automatically on voluntary basis provides the Company with non-exclusive right for its use by copying, public performance, reproduction, remanufacturing, translating and distribution for purposes of the Website or in relation to them including those for its popularization. For the said purposes Administration can manufacture derivative products or include the Content of the Partner as components to relevant albums, perform other actions for attainment of the said purposes.

9.2.5. If the Partner deletes his Content from the Website, the rights specified in clauses 9.2.3. – 9.2.4. of the present Agreement shall be automatically withheld, however, the Company shall be entitled to reserve file copies of the User's Content during undetermined period.

9.3. Websites and Contents of the third parties.

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

9.3.2. The said third parties and their Content shall not be checked by the Company for compliance with these or other requirements (authenticity, completeness, fairness etc.). The Company shall not be responsible for any information placed on websites of the third parties to which the Partner gets access through the Website or through the Third Parties' Content including any opinions or statements, expressed on websites of the third parties or in their Content.

9.3.3. References or guidelines for downloading of the files and (or) installation of the software by the third parties placed on the Website do not mean support or approval of these actions by the Company.

9.3.4. Reference to any website, product, service, any information of commercial or noncommercial nature placed on the Website is not approval or recommendation of these products (services) by the Company.

9.3.5. If the Partner decided to leave the Website and shift to websites of the third parties or to use or install programs of the third parties he shall do it at his own risk.

10. Liability of the parties

10.1. The Company and the Partner are fully responsible for non-performance or improper performance of their obligations as provided by applicable law and the present Agreement.

10.2. The Parties shall not be held liable in case of force majeure circumstances resulted in nonperformance or improper performance of obligations under the present Agreement.

10.3. The Company shall not be responsible for delays and interruptions in performance of its obligations in case when causes of thereof are beyond the control. This includes among others riots, difficulties in work, mass disturbances, wars, fires, deaths, governmental resolutions and orders of other government agencies.

10.4. The Company shall not be responsible for delayed payments for the reason of force majeure circumstances, force majeure situations that are beyond the control and occurred through no fault of the Company.

10.5. If the Partner has questions or suggestions concerning crediting of bonus scores or other rewards, reports of work of subordinate organizations or mistakes in payment the Partner should inform the Company about it in writing to support@udsgame.com within 30 days from the date of the suggested error. The Company shall not be liable for any errors, omissions or problems about which it had not been informed within 30 days.

10.6. The Partner shall be personally responsible for any information he places on the Website, informs to other Partners, and also for any interactions with other Partners performed at his own risk.

10.7. The Partners shall be responsible for personal actions in relation to establishing and placing of data on personal page on the Website and also for placing information on personal pages of other Partners and in other sections of the Website in accordance with the applicable law.

Violation of the present Rules and the applicable law leads to civil, administrative and criminal liability.

10.8. The Company shall provide the Partners with technical capability for using the Website, shall not participate in formation of the content of personal pages of the Partners and shall not control and shall not be liable for actions or omission of any parties in relation to use of the Website and formation and use of content of personal pages of the Partners on the Website.

10.9. Administration of the Website does not perform preliminary moderation or censoring of information of the Partners and takes measures on protection of rights and interests of persons and ensuring compliance with the requirements of law of the Russian Federation only upon application of the interested party to Administration of the Website in accordance with the established order.

10.10. The Company shall not be responsible for violation of the present Agreement by the Partner and shall reserve the right at its own discretion and upon acceptance of information from other users or third parties about violation of the present Agreement by the Partner, to modify (moderate) or to delete any information published by the Partner that violates prohibitions, determined by the present Agreement (including personal messages), suspend, limit or terminate access to all or any of the sections or services of the Website at any time for any reason or without giving a reason with prior notice of without it, not being liable for any damage that can be incurred to Users and (or) third parties by acting so. The Company shall reserve the right to delete personal page of the Partner and (or) to suspend, limit or terminate access to any services of the Website if the Company finds that in its

opinion the Partner is a threat for the Website and(or) its Partners. Subject to the present Agreement the Company shall not be liable for temporary locking or deletion of the information, or deletion of personal page (termination of authorization) of the Partner.

10.11. The Company shall not be liable for temporary interruptions in operation of the Website and loss of information caused by it. The Company shall not be liable for any damage to computer of the User or other persons, mobile devices, any other equipment or software, caused by or connected with downloading of materials from the Website or from references specified at the Website.

10.12. Company and its head and subsidiary companies, officials, shareholders, employees, legal successor and agents shall be held not liable in relation to all challenges or claims caused by actions of its Partners. The Company shall also be held not liable for losses, fines, penalties and other charges connected with illegal activity of the Partner.

10.13. The present Agreement is executed both in Russian and in English languages and in some cases can be provided to the Partner for examination in other language..

Annex No. 1

This Annex defines the procedure and conditions for the Partner's participation in the «Auto-bonus from Company» program, allowing to obtain remuneration from the Company in payment of purchased cars.

1. Participation and payments.

1.1. In order to take part in the «Auto-bonus from Company» program, the Partner is obliged to maintain the below volume of financial cycles for 4 weeks starting from Saturday and till Saturday of the fourth week, and in case of its successful maintenance he has right for the following remunerations:

- 20 financial cycles within 4 weeks -remuneration in the amount of 100 USD;
- 50 financial cycles within 4 weeks -remuneration in the amount of 250 USD;
- 100 financial cycles within 4 weeks -remuneration in the amount of 500 USD;
- 150 financial cycles within 4 weeks -remuneration in the amount of 750 USD;
- 200 financial cycles within 4 weeks -remuneration in the amount of 1,000 USD;
- 250 financial cycles within 4 weeks -remuneration in the amount of 1,250 USD;
- 300 financial cycles within 4 weeks -remuneration in the amount of 1,500 USD;
- 350 financial cycles within 4 weeks -remuneration in the amount of 1,750 USD;

For a premium class auto (cars of BMW, Mercedes, Audi, Chevrolet Camaro, Porsche make):

- 400 financial cycles within 4 weeks -remuneration in the amount of 2,000 USD.

1.2. Payments are made by crediting funds to the partner's personal account in USD currency.

1.3. Remunerations credited to the partner's personal account are payable under the following conditions:

- Availability of a car with the cost not less than 8,000 USD (eight thousand);
- The Partner shall place the Company's logo of the specified sample on the car purchased within the auto program;
- The car must be owned by the Partner who intends to take part in «Auto-bonus from Company» program, under the right of ownership.

1.4. Monetary funds credited within the «Auto-bonus from Company» program shall not be paid until the conditions specified in the clause 1.3. above are met.

1.5. In case of observance of conditions stipulated in the clause 1.1. of the present Annex the Partner purchases the car with the cost not less than 8,000 USD (eight thousand)

and provides the Company with the copy of the sale and purchase agreement and vehicle passport (copy of credit agreement - in case of credit purchase).

1.6. After purchasing the car the Partner shall send the application of the specified form with copies of documents specified in the annex template. The Partner shall be deemed Activated upon the Company's confirmation of receiving the data and compliance to conditions of the clause 1 of the present Annex.

1.7. Partner understands and agrees that the Company shall not be liable for the obligations of the Partner to third parties.

1.8. As a participant of «Auto-bonus from Company» program, the Partner undertakes to place the Company's logo of the established sample on the car acquired within the program.

1.9. The terms of this Program is not a public offer. The Company reserves the right to change the terms of the Program unilaterally and they become relevant from publication on the Company's official website.

1.10. The terms of this program are only available for the users who have purchased not less than «Business» package.

Annex No. 2

This Annex defines the procedure and conditions for the Partner's participation in a stimulating program «Office from Company», allowing to obtain compensation from the Company in payment for leased office of partners, in order to promote the Company's products.

1. Conditions for participation in the program and payments

1.1. The Users leasing office space in order to promote the products of the Company are entitled to participate in the «Office from Company» program.

1.2. Only one office from one city with the status of «Central» can take part in the program.

1.3. Remuneration is determined as follows:

- If the total sales volume in this city is from 2,000 (two thousand) to 50,000 (fifty thousand) USD, a fee is four (4)% of sales volume in that city;

- If the total sales volume in this city is from 50,000 (fifty thousand) USD and higher the fee is five (5)% of sales volume in this city.

The above sales volume must be maintained within thirty calendar days.

1.4. After conclusion of the lease agreement with the owner of office space, the partner within three calendar days shall send the Company the application of established form, with mandatory application of copies of the documents referred in the annex template. After the Company confirms receipt of data and acceptance of application, the Partner leasing office space is considered to be a participant of the program.

1.5. The company has the right to unilaterally deny a particular partner to participate in this program.

1.6 The amount of remuneration may not exceed 150% of the calculation of the amount of rent for the office space specified in the lease agreement.

1.7. If the company determines that the office space is not actually used for its intended purpose, namely, does not fulfill the functions of support and promotion of the company, the administration has the right to deny payment on its own.

1.8. If the company determines that the amount of rent for the office space significantly overestimated based on the average cost of commercial real estate in the region, the administration has the right to deny payment on its own.

2. The order of payment.

2.1. Payments are made by crediting funds to the personal account of the user, leasing office space in the private office of the Company in USD currency.

2.2. Payments are made under the following conditions:

- Supported turnover specified in the clause 1.3. of this Annex with the specified period;

- Availability of leased office space not less than of class «B» in the central part of the city;

- Applying under the specified form with all necessary documents described therein.

- The office premises shall be solely used for the purpose of promoting the Company's products.

2.3. If the Partner leasing office space for any reason ceased cooperation with the Company, he must inform us about it at support@udsgame.com.

2.4. The Partner who has been paid to a personal account under the «Office from Company» program is obliged to use these funds to pay strictly for the specified lease of office space, as well as its improvement. In case of violation of this paragraph the Company shall be entitled to terminate the specified user. In this case, commissions lost as a result of termination of the account are non-refundable to the user.

3. Other provisions.

3.1. Any Partner has the right to operate in specified office.

3.2. The Partner understands and agrees that the Company shall not be liable for the obligations of the Partner to third parties.

3.3. The payment is made in the case if the said turnover was made in this office space.

3.4. If the turnover volume in city is made without the participation of this office, office remuneration is paid solely in the volume of turnover that made in that office space.

3.5. The terms of this Program are not a public offer. Company reserves the right to change conditions of the Program unilaterally and they become relevant since publication on the Company's official website.

3.6. The terms of this program apply only to Partners who have the status of «Active».

Application Templates

To administration of

www.udsgame.com

(support@udsgame.com)

from Partner

Name

ID: _____

residing at the following address:

City ____ St _____ h__ apt__

phone: _____

e-mail: _____

Skype: _____

Application

Due to the fulfillment of all the necessary conditions for participation in the “Auto-bonus from Company” program, described in Annex No. 1, I ask you to include me in the list of participants of the “Auto-bonus from Company” program.

Attachments:

1. Copy (photo) of passport (Identification Document);
2. Copy (photo) of Title of the car;
3. Copy (photo) of Certificate of registration of the vehicle;
4. Photos of the car (with the license plates);
5. Copy of the credit agreement (if the car is purchased under credit).

Date: _____ Signature/Full name _____ / _____

To administration of
www.udsgame.com
(support@udsgame.com)
from Partner
Name
ID: _____
residing at the following address:
City ____ St _____ h__ apt__
phone: _____
e-mail: _____
Skype: _____

Application

Due to the performance of all the necessary conditions for participation in the “Office from Company” program, described in Annex No. 2, I ask you to include the office located at (country, city, street) to the list of participants in the following program and give it the status of “Central” in our city.

Attachments:

1. Copy (photo) of passport;
2. Copy (photo) of lease agreement;
3. Photos of the office space.

Date: _____ Signature / Full name _____ / _____