



Game Sponsor Agreement Version 7.3.2D

THIS AGREEMENT, dated the Effective Date set forth below, by and between SplashPlay, Inc., a Nevada Corporation, with its principal place of business located at 31915 Rancho California Road, Suite 100-237, Temecula, CA 92591 (“SplashPlay” or “Company”) and game sponsor below (“Sponsor”).

In consideration of the mutual covenants and Agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **APPOINTMENT.** Company hereby authorizes and appoints Sponsor as an official SplashPlay Sponsor, on a non-exclusive basis to publish Sponsor’s content (“Proprietary Content”) within the Company’s SplashPlay.com website (“SplashPlay” or collectively “Services”). Sponsor acknowledges that this Agreement does not confer any rights upon Sponsor, exclusive or otherwise to the Company’s proprietary technology. Sponsor will comply with the laws and regulations of any jurisdiction to which Sponsor may be subject. The term of this agreement will be for one (1) year and automatically renew for additional one (1) year periods until terminated by either party per Section 8, herein.
2. **Game Platform Fee.** Sponsor shall execute a SplashPlay Game Platform Insertion Order (“Insertion Order”) for each unique game platform identified by a SplashPlay unique Game ID (“Game ID”). Under the terms of the Insertion Order, the Sponsor may select from three payment plan options: (a) Lifetime \$1,499, (b) Annual: \$699 or (c) Monthly: \$70. In the event Sponsor elects the Monthly Plan, Sponsor shall pay first and last installment payments in advance totaling one hundred forty dollars (\$140).
3. **RELATIONSHIP.** It is expressly understood and agreed that the relationship with Sponsor is that of an independent contractor, and nothing herein contained is intended or will be construed to constitute Company and Sponsor as partners, nor to establish between Company and Sponsor the relationship of employer and employee. Company will exercise no direction or control over the time or activities of the Sponsor or its employees or associates.
4. **REVENUE SHARE WITH SPONSOR.**
 - (a) **Sponsor Created Game Revenue Share Rate:** Sponsor will be paid an amount equivalent to twenty percent (20%) of the actual net digital banner advertising revenue, exclusive of selling costs, received by Company (“Revenue Share”) resulting from game play (“Game Play”) associate with Sponsors SplashPlay assigned Game ID (“Game ID”) during the term of this Agreement. Revenue Share displayed in the Sponsor’s Account Page is an only an estimate. Revenue Share shall be calculated by SplashPlay based on actual advertising revenue derived from banner advertising twenty percent of which shall go into a Revenue Share Pool (“Revenue Pool”). In turn, each Sponsor’s share of the Revenue Pool shall be calculated by SplashPlay as a percentage of the Sponsor’s game play activity. For example: **If there is a total of one million (1,000,000) game events and a Sponsor is responsible for fifty thousand (50,000), that Sponsor shall be paid five (5%) of the Revenue Pool per the following formula: (Sponsor Game Events/Total Game Events) x Revenue Pool**
 - (b) **Revenue Share Payment:** Upon accumulating a minimum of one hundred dollars (\$100) in accumulated Revenue Share, Company will pay Revenue Share on or before the thirtieth (30th) day following the close of the month in which the Revenue Share was earned. Revenue Share Payments shall be applied to delinquent Game Platform Fees per Section 2, above.
5. **TAXES AND BENEFITS.** Sponsor is responsible for and will pay and report all federal and state income tax and other taxes applicable for Revenue Shares paid by Company to Sponsor. Sponsor will bear sole responsibility for any workers’ compensation insurance, health insurance, disability insurance, retirement benefits or other welfare or pension benefits (if any) to which Sponsor or its employees may be entitled.
6. **CONTENT APPROVAL.** The Company reserves the sole and exclusive right to accept and/or reject any content provided by the Sponsor.
7. **CONTENT OWNERSHIP.** Sponsor understands and accepts that during the time Sponsor’s Proprietary Content is available on SplashPlay, the Company will have exclusive right and control over the Proprietary Content. Sponsor may, at its sole and exclusive discretion change or delete any or all of the Proprietary Content.
8. **TERMINATION.** This Agreement may be terminated at any time by Sponsor either by deleting its content from the SplashPlay game site or by written notice to the Company to remove the Sponsor’s content. Upon receipt, the Company will have thirty (30) days to comply with the Sponsor’s request. The Company may, at any time upon thirty (30) days written notice, terminate this Agreement and remove all of the Sponsor’s content.

9. **ANNOUNCEMENTS.** Both parties understand and agree that either party may issue public announcements including but not limited to press releases, video press releases, marketing material, and reference lists regarding the execution and performance of this Agreement.
10. **CONTENT AND MARKETING MATERIAL.** Sponsor shall provide Company all necessary copywriting, Internet compatible artwork, graphics and multi-media material as required, and to perform various other procedures and functions in order to deploy Sponsor's Proprietary Content within SplashPlay. Company also agrees to bear all expense in the promotion, sale, and distribution of the Services. Company will, at its sole discretion; determine the placement, the language and descriptive copy of Services. Sponsor represents and warrants that it has the right to authorize and hereby authorizes Company to use its name, logo, trademark, service mark, other corporate identifiers and proprietary designations, photographs, and any other material supplied to Company in connection with the Services.
11. **LINKS:** Sponsor agrees to provide links on its website, emails, multimedia, and printed material in accordance with Company's specifications and terms of use.
12. **MODIFICATION.** Company reserves the right to change the terms of this Agreement upon renewal. Sponsor will receive notice either by mail, fax, email, newsletter, memos or posted on Company web site of such changes and the effective date thereof. Any change of Revenue Share will not affect Revenue Shares due or to become due prior to the effective date of the change.
13. **SUGGESTIONS, COMMENTS OR FEEDBACK.** It is anticipated that Sponsor may from time-to-time provide suggestions, comments or other feedback to Company with respect to the Services or operations (hereinafter referred to as "Feedback".) Sponsor understands and agrees that all Feedback is voluntary and may be freely used by Company without obligation to, or recourse of any kind to the Sponsor.
14. **NO LICENSE.** Sponsor understands and agrees that no right or license whatsoever, expressed or implied, is granted to Sponsor under this Agreement regarding any patent, patent application, trade secret, process, technology, agreements, licenses, or contracts or other proprietary right now or hereafter owned or controlled by Company.
15. **ASSIGNMENT.** No assignment of this Agreement or of any Revenue Shares accrued or will accrue under this Agreement will be valid as against Company unless authorized in writing by Company. Company does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.
16. **WAIVER.** Failure of either party to insist upon strict compliance with any provision of this Agreement will not constitute a waiver by either party of any provision or the Agreement.
17. **NOTICE.** Any notice, request, instruction or document to be given under this Agreement by any party to the other will be in writing and will be delivered either personally, via email, posted on the Company web site, or sent by first class mail, with postage duly affixed, to the other party at their last known address.
18. **JURISDICTION.** This Agreement will have been made, executed, and delivered in the State of California, and all the same will be governed and construed for all purposes under and in accordance with the laws of the State of California, County of Riverside.
19. **ARBITRATION.** Every claim, controversy or dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled by negotiations will be settled by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the AAA's Commercial Arbitration Rules. A copy of said Commercial Arbitration Rules, as well as forms to demand arbitration there under, may be obtained from the American Arbitration Association. In the event that a party initiates a lawsuit in court concerning an arbitrable claim, controversy or dispute such party will be liable to the other party for the costs, including attorneys' fees that the other party incurs to obtain an order from the court to stay or dismiss the lawsuit or otherwise compel arbitration. Arbitration hereunder must be demanded within the relevant statute of limitations applicable to the claim, controversy or dispute. The arbitrator shall be neutral, and shall be a practicing attorney experienced in business, media, advertising and technology matters. The arbitrator shall be authorized to award such relief as is allowed by law. The award shall include the prevailing party's costs of the arbitration, including but not limited to all administrative fees and the arbitrator's compensation and expenses, if any, per Section 20, herein. However, except as provided elsewhere in this Agreement, during the course of Arbitration, each party shall be responsible for its own attorney's fees incurred during the course of the arbitration, as well as the costs of any witnesses or other evidence such party produces or causes to be produced. The award of the arbitrator shall include findings of fact and conclusions of law. Such award shall be kept confidential, and shall be final, binding and conclusive on the parties. Judgment on the award shall be entered by any court of competent jurisdiction.
20. **ARBITRATION COSTS AND ATTORNEY FEES.** In any action, arbitration, proceeding or litigation between the parties arising out of or in connection with this Agreement, the prevailing party in such action will be awarded, in addition to damages, injunctions or other relief, such party's costs and expenses, not limited to taxes, and reasonable attorneys', accountants' and experts' fees.
21. **FORCE MAJEURE.** If Company is prevented from performing any of its obligations under the Agreement due to any cause beyond Company's reasonable control, including, without limitations, acts of God, fire, flood, explosion, war, strike, embargo, government

regulation, civil or military authority, acts or omissions of carriers, transmitters, Internet failure, server/computer failure, technology providers, vandals, or hackers (a "Force Majeure Event") the time for Company's performance will be extended for the period of the delay or inability to perform due to such Force Majeure Event plus sixty (60) days.

- 22. **CAPTIONS.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision thereof.
- 23. **SEVERABILITY.** If any one or more of the provisions contained in the sections and subsections of this Agreement, for any reason are held to be invalid, illegal or unenforceable to the extent permissible by law, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions had never been contained within.
- 24. **MODIFICATION, ACKNOWLEDGEMENT OF AUTHORITY.** Sponsor understands and acknowledges that no modification or amendment of this Agreement will be valid, nor will any promise, representation or agreement made by any person be binding on Company unless approved in writing by an authorized officer of Company.
- 25. **ENTIRE AGREEMENT.** This Agreement contains the complete Agreement between the parties and each party hereby warrants that there are no prior agreements or representations that are not set forth herein. This Agreement supersedes, terminates and cancels any previous contracts or agreements by and between the Sponsor and Company.

IN WITNESS, WHEREOF, SplashPlay and Sponsor agree to the terms and conditions set forth herein on the date accepted by Splashplay via email response in reference to Sponsor's self-created document identification number submitted by Sponsor.

SPLASHPLAY, INC.

31915 Rancho California Road, Suite 100-237
 Temecula, CA 92591

By: _____
 SplashPlay, Inc. Corporate Officer

 Signature

Its: _____
 Title

 Effective Date

SPONSOR

 Company Name

 Contact Name

 Address

 City, State Zip

 Tax ID

 Email Address

By: _____
 Authorized Representative

 Signature

Its: _____
 Title

 Date

 Work Phone

 Fax Phone

Sponsor Developer			
Developer ID			

OFFICE USE ONLY							
Sponsor ID				Month	Day	Year	By

When completed FAX to: (877) 304-4688 or email to: tbanks@splashplay.com