



SplashPlay, Inc.

Game Consultant Agreement

Version 6.0.1D

THIS AGREEMENT, version 6.0.1D dated the 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") and independent contractor below ("Game Consultant".)

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.** SplashPlay hereby contracts with Game Consultant to develop, solicit and acquire gaming partners ("Sponsors"). Game Consultant shall be responsible for acquiring, procuring and maintaining, at its expense, all federal, state and local licenses and appointments by any governmental agency for transacting business under this agreement. Game Consultant acknowledges that this Agreement does not confer on it exclusive rights in any territory, Sponsor, or to any existing or candidate Sponsors of SplashPlay. Game Consultant shall comply with the laws and regulations of any jurisdiction to which Game Consultant may be subject. The term of this agreement shall be for one (1) year and automatically renew on the anniversary date ("Anniversary Date") of the Agreement for one (1) periods and be subject to termination as per Section 11, herein.
2. **FUNCTIONS.** The principal business activity of Game Consultant under this agreement is to secure and maintain SplashPlay Game Partners to deliver SplashPlay's game platform services ("Services") to its audience.
3. **RELATIONSHIP.** It is expressly understood and agreed that the relationship with Game Consultant is that of an independent contractor, and nothing herein contained is intended or shall be construed to constitute SplashPlay and Game Consultant as partners, nor to establish between SplashPlay and Game Consultant the relationship of employer and employee. SplashPlay shall exercise no direction or control over the time or activities of the Game Consultant or its employees or associates.
4. **TAXES AND BENEFITS.** Game Consultant is responsible for and shall pay and report all federal and state income tax and other taxes applicable for compensation paid by SplashPlay to Game Consultant. Game Consultant shall bear sole responsibility for any workers' compensation insurance, health insurance, disability insurance, retirement benefits or other welfare or pension benefits (if any) to which Game Consultant or its employees may be entitled, including but not limited to those specified below:
 - (a) **Workers' Compensation.** Game Consultant shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Game Consultant works.
 - (b) **State and Federal Taxes.** As Game Consultant is not an employee of SplashPlay, SplashPlay shall not take any action inconsistent with the independent contractor status of Game Consultant including but not limited to:

- (i) SplashPlay will not withhold FICA (Social Security) from Game Consultant's payments.
- (ii) SplashPlay will not make state or federal unemployment insurance contributions on behalf of Game Consultant.
- (iii) SplashPlay will not withhold state and federal income tax from payment to Game Consultant.
- (iv) SplashPlay will not make disability insurance contributions on behalf of Game Consultant.
- (v) SplashPlay will not obtain workers' compensation insurance on behalf of Game Consultant.
- (vi) SplashPlay will send, when applicable, a 1099 for all income paid Game Consultant by SplashPlay.

5. **LIMITS OF AUTHORITY.** The Game Consultant is not authorized to make or amend any contract, incur any debt or extend any credit on behalf of SplashPlay. Furthermore, Game Consultant shall not alter, waive or modify any of the terms, conditions or limitations of any SplashPlay Ads advertising agreements or Insertion Orders; or waive any of SplashPlay rights or privileges under any agreement made with SplashPlay. Game Consultant agrees that if it obligates SplashPlay in any manner prohibited by this section, Game Consultant shall be liable to SplashPlay for any loss resulting therefrom, including but not limited to costs and attorneys' fees incurred by SplashPlay in defending claims asserted by third parties. In addition to any other remedies available, SplashPlay shall have the right to deduct such loss from any commissions, bonuses or other compensation due Game Consultant under this or any other agreement between Game Consultant and SplashPlay.

6. **COMPENSATION OF GAME CONSULTANT.**

- (a) Commissions shall be payable to Game Consultant on **actual payments received from Sponsors.** Commissions shall be based on actual payments received less any unauthorized discounts, refunds, cancelled orders or adjustments granted by and solely at SplashPlay discretion. Commissions shall only be payable for Sponsors that have been approved, accepted and allocated to Game Consultant by SplashPlay.
- (b) SplashPlay shall pay commissions by the close of business on Friday, or the first scheduled day of business thereafter, of each week for paid Insertion Orders received and accepted by SplashPlay on or before the close of business the previous Friday ("Deadline").
- (c) All commissions shall be earned in accordance with the terms of the Schedule of Commissions, Exhibit A, attached hereto and incorporated herein. Such schedule and any amendments thereto shall be attached hereto, incorporated herein by reference, and become a part of this Agreement.
- (d) **Banner Advertising Override.** For the time that this Agreement is in force, Game Consultant shall be paid an override equivalent to twenty-five percent (25%) of Banner Advertising Revenue share ("Banner Share") paid to Game Consultant's Game Sponsors. The amount payable shall be based on total Banner Share paid sixty (60) days from the end of the month in which Banner Share was paid.
- (e) Any Game Consultant ("Sponsoring Game Consultant") sponsoring another Game Consultant ("Sponsored Game Consultant") shall be entitled to a commission override in accordance with Exhibit A equivalent to a percentage ("Override Percentage") of the Sponsored Game

Consultant's net earned and payable commission ("Net Commission Payable") to the Sponsored Game Consultant.

7. **SPONSOR OWNERSHIP.** SplashPlay shall grant Game Consultant exclusive rights to a Potential Sponsor as follows:
 - (a) **New Sponsors:** To be granted exclusive rights to a Potential Sponsor, the Game Consultant is required to register the Potential Sponsor at SplashPlay's website (www.splashplaygamify.com), or any other website or address, either physical or virtual, that SplashPlay specifies. Upon submission of SplashPlay's official Sponsor Registration form, Game Consultant shall be granted sixty (60) days ("Exclusive Period") from the submission date to secure a signed Sponsor Agreement. If the Game Consultant fails to secure a signed Sponsor Agreement during the Exclusive Period, Game Consultant's exclusivity shall lapse and the Potential Sponsor may be approached by SplashPlay or any of its authorized game consultants and Game Consultant's rights to any commissions shall be forfeited. **Game Consultant understands and agrees that registration of potential Sponsors is limited to individuals or organizations with whom the Game Consultant has made personal contact. To register Potential Sponsors with whom the Game Consultant has not established a personal contact is unethical, is a violation of this section and shall result in termination of this agreement.**
 - (b) **Cancellation:** If SplashPlay determines that Game Consultant is not diligently following up on Potential Sponsors, the Exclusive Period may, at SplashPlay's sole and exclusive discretion be canceled and may result in cancellation of Game Consultant's rights granted under Section 7.
 - (c) **Existing Sponsors:** For the period of sixty (60) days prior to the end of the Sponsor's Agreement Term ("Exclusive Period"), the Game Consultant shall have exclusive right to solicit Sponsor for renewal or new Sponsor Agreement. Upon expiration of the Exclusive Period, Game Consultant's exclusivity shall lapse and SplashPlay or any game consultant may approach the Sponsor and secure a new or renewed Sponsor Agreement at which time Game Consultant's rights to any future commissions shall be forfeited.

Furthermore, Game Consultant understands and agrees that SplashPlay owns and retains the exclusive rights to all Sponsors. Any disputes regarding Sponsors and Game Consultant shall exclusively be resolved at SplashPlay's sole and exclusive discretion and not be subject to appeal.

8. **SPONSOR ENGAGEMENT:** Game Consultant understands and agrees that executed Sponsor agreements ("Sponsor Agreement(s)") must be delivered to SplashPlay either via Fax or Email within forty-eight (48) hours of Sponsor's execution of the Sponsor Agreement. Failure to do so shall, at SplashPlay's sole discretion, result in immediate termination of this Agreement per Section 11, herein.
9. **SPONSOR EXCLUSIVE PERIOD:** It is SplashPlay's desire to facilitate the success of every Game Consultant. Toward this end, upon receipt of the executed and dated Sponsor Agreement, per Section 8, herein, Game Consultant shall be granted a ten (10) day exclusive period during which time Game Consultant shall secure Sponsor's Agreement and Insertion Order.
10. **CONTACTING SPONSORS.** Game Consultant understands and agrees that he or she shall not contact Sponsors or owners or employees of Sponsors that Game Consultant did not directly secure on behalf of SplashPlay. Game Consultant shall understand that doing so may confuse and place an

undue burden on the Sponsor. Violation of this section shall be considered a breach of this Agreement resulting in termination per Section 11.

11. **TERMINATION.** This Agreement may be terminated by either party upon written notice to the other. **Game Consultant failing to secure and deliver a SplashPlay an executed Sponsor Agreement and Insertion Order within thirty (30) days of this Agreement shall be terminated immediately.** Except as provided in this section, termination of this Agreement shall not impair the Game Consultant's right to receive Net Earned Commissions for active Insertion Orders. If Game Consultant engages in any act of dishonesty or malfeasance in the transacting of business, or breaches this Agreement, then Game Consultant's right to receive further commissions hereunder shall immediately terminate and this Agreement shall terminate immediately.
12. **MODIFICATION.** SplashPlay reserves the right to change the terms of the Agreement and the Schedule of Commissions at any time. Game Consultant will receive notice either by mail, fax, email, newsletter, memos or posted on SplashPlay web site of such changes and the effective date thereof. Any such change in the Schedule of Commissions shall not affect commissions due or to become due on SplashPlay Ads received prior to the effective date of the change.
13. **CONFIDENTIALITY AND NON-DISCLOSURE.** Effective the date set forth above, and the terms and conditions contained herein, Game Consultant agrees to the protection and preservation of the confidential and proprietary information disclosed or made available by SplashPlay in connection with this Agreement provided that notwithstanding the following, SplashPlay understands and agrees that Game Consultant may disclose the Confidential Information necessary for the Game Consultant to undertake the appointment made in Section 1 and perform the function described in Section 2.
 - (a) **Confidential Information:** All information (whether in oral, written, visual or electronic form) disclosed to Game Consultant shall be deemed to be "Confidential Information." In particular, Confidential Information includes this Agreement but is not limited to any trade secret, information, process, technique, algorithm, computer program (source and object code), interactive gaming, design, drawing, formula or test data relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing, business processes, client lists, potential client relationships, or personnel matter relating to SplashPlay' multi-media advertising, electronic game, gaming, interactive game and entertainment initiative.
 - (b) **Non-Disclosure:** In consideration of the disclosure of Confidential Information to Game Consultant, Game Consultant hereby agrees that such disclosure shall be confidential and maintained secret and that the disclosed Confidential Information shall not be used, directly or indirectly, in any manner other than for the purpose of this Agreement, or disclosed to another party without first obtaining written permission of SplashPlay. Without limiting the foregoing, Game Consultant agrees that he/she shall not disclose or use the Confidential Information to directly or indirectly engage, or assist a party in engaging, in the development, manufacturing, marketing, promotion, sale or provision of products or services which may compete with SplashPlay's Services.
 - (c) **Disclosure:** Confidential Information may be disclosed only to those employees, advisors or agents of the Game Consultant who reasonably require access to such information for assisting Game Consultant in performing under this Agreement. Game Consultant further agrees not to take any action that would cause any Confidential Information to lose its status as such.

- (d) **Suggestions, Comments or Feedback:** It is anticipated that Game Consultant may from time-to-time provide suggestions, comments or other feedback to SplashPlay with respect to the Confidential Information, products, services or operations (hereinafter referred to as "Feedback".) Game Consultant understands and agrees that all Feedback is voluntary and may be freely used by SplashPlay without obligation to, or recourse of any kind by, the Game Consultant.
 - (e) **No License:** Game Consultant understands and agrees that no right or license whatsoever, expressed or implied, is granted to Game Consultant under this Agreement regarding any patents, patent applications, trademarks, trade secrets, processes, technologies, agreements, licenses, or contracts or other proprietary right now or hereafter owned or controlled by SplashPlay.
 - (f) **Survivability:** All covenants set forth in this Section 13 shall survive the termination of this Agreement for a period of five (5) years. SplashPlay may exercise one or more of its rights hereunder or seek such other rights or pursue such other remedies as may be provided by law, in equity or in any other agreement now existing or hereafter entered into by SplashPlay, or otherwise.
14. **PERIODIC STATEMENTS.** SplashPlay will provide Game Consultant periodic statements of compensation upon payment of earned commissions ("Statement"). Game Consultant agrees to examine each Statement and to notify SplashPlay in writing of specific mistakes or discrepancies in the Statement. Failure of Game Consultant to so notify SplashPlay in writing within ten (10) days of Statement date shall be acceptance of the correctness of such statement and shall bar any claims to the contrary against SplashPlay.
15. **ADVERTISING AND PROMOTION.** The Game Consultant shall not, without the prior written approval of SplashPlay create, post on a web site, send via email or text, publish or distribute any advertising material, either printed, electronic or written form concerning SplashPlay or its products.
16. **DEATH.** If at the time of Game Consultant's death, any monies payable to Game Consultant pursuant to the terms of this Agreement SplashPlay shall, after first deducting any indebtedness to SplashPlay pay such monies as they accrue to the estate of Game Consultant per Section 6 above, and the Agreement shall immediately terminate.
17. **ASSIGNMENT.** No assignment of this Agreement or of any commissions accrued or shall accrue under this Agreement shall be valid as against SplashPlay unless authorized in writing by SplashPlay. SplashPlay does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.
18. **GUIDELINES AND CANCELLATION.** SplashPlay reserves the right to cancel any contract with Sponsor in accordance with its terms. SplashPlay reserves the right to prescribe guidelines regulating the content and eligibility requirements for Sponsors, and shall have the right in its sole discretion to approve or reject any Sponsor.
19. **WAIVER.** Failure of either party to insist upon strict compliance with any provision of this Agreement shall not constitute a waiver by either party of any provision or the Agreement.
20. **NOTICE.** Any notice, request, instruction or document to be given under this Agreement by any party to the other shall be in writing and shall be delivered either personally, via email, posted on the SplashPlay web site, or sent by first class mail, with postage duly affixed, to the other party at their last known address.

21. **BINDING EFFECT.** All terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors and assigns of the parties hereto.
22. **JURISDICTION.** This Agreement and Exhibits shall have been made, executed, and delivered in the State of California, and all the same shall be governed and construed for all purposes under and in accordance with the laws of the State of California, County of Riverside.
23. **ARBITRATION.** Every claim, controversy or dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled by negotiations shall 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 shall 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 24, 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.
24. **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 shall 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.
25. **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, 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.
26. **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.
27. **SEVERABILITY.** If any one or more of the provisions contained in the sections and subsections of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable to the extent permissible by law, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained within.

28. **MODIFICATION, ACKNOWLEDGEMENT OF AUTHORITY.** Game Consultant understands and acknowledges that no modification or amendment of this Agreement shall be valid, nor shall any promise, representation or agreement made by any person be binding on SplashPlay unless approved in writing by an authorized officer of SplashPlay.
29. **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 between the Game Consultant and SplashPlay.

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

SPLASHPLAY, INC

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

By: **Thomas Banks**
Authorized Representative

Signature

Its: **CEO**
Title

Date

GAME CONSULTANT

Company Name											By: _____ Authorized Representative Signature Its: _____ Title Date
Agent's Name											
Street Address											
City											
State											
Zip Code						--					
Tax ID or SSN											
Email Address											
Cell Phone											
Work Phone											
Fax											

SPONSORING GAME CONSULTANT

Name _____

Office Use Only			
Game Consultant ID			

Address

City, State Zip

SPONSORING GAME
CONSULTANT ID

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Data Entry Date		Entered By	

Exhibit A

SCHEDULE OF COMMISSIONS – Game Sponsors

Effective November 1, 2016

This Schedule of Commissions is hereby made a part of the Agreement by and between Game Consultant and SplashPlay, and shall govern the commissions earned by Game Consultant under said Agreement on business written on Sponsors assigned to the Game Consultant, as determined by SplashPlay. This Schedule of Commissions is effective for Sponsors as defined herein and submitting Sponsor Agreements ("Sponsor Agreements") and Sponsor Game Insertion Orders ("Insertion Orders") on or after Effective Date and said Insertion Orders accepted by SplashPlay. The following definitions shall apply. Any errors in the calculation of commissions shall be subject to adjustment and the correction shall be incorporated herein. The following example is provided for illustration purposes only.

Game Sponsorship Rate: The gross rate charged Sponsors for games per the Insertion Order in effect at the time.

Commission Rate Percentage: SplashPlay represents the total commission that will be paid to Game Consultant for Insertion Orders shall be forty percent (40%) of received payments ("Payments") for Game Insertion Orders ("Commission Rate Percentage").

Net Commission Payable: Net Commission Payable is the product of Payments multiplied by Commission Rate Percentage.

Game Support Services: SplashPlay game services are commissioned at twenty-five percent (25%) of the fees paid by the Sponsor. Support Services Fees are only eligible for commission on initial Insertion Order. Subsequent orders for services are not commissionable.

Banner Advertising Override: Game Consultant shall be paid an amount equal to twenty-five percent (25%) of banner advertising revenue share paid to Sponsors.

Override Commission: Where applicable, a Game Consultant ("Sponsoring Game Consultant") sponsoring another Game Consultant ("Sponsored Game Consultant"), the Sponsoring Game Consultant shall be entitled to a commission override equivalent to twenty-five percent (25%) ("Override Percentage") of Total Commission Payable to the Sponsored Game Consultant. In the case of the following example, Override Commission would be Line 13 Times 25% totaling \$290.

Commission Calculation Example

STEPS	Description	Orders	Amounts	Explanation
Line 1	Life-time Game License	# Licenses 1	\$1,499.00	Total of Life-Time License Fees Paid
Line 2	Annual Game License	# Licenses 1	\$699.00	Total of Annual License Fees Paid
Line 3	Monthly Game Licenses	# Licenses 2	\$140.00	Total of Monthly License Fees Paid
Line 4	NET GAME LICENSE FEES		\$2,338.00	Line 1 + Line 2 + Line 3
Line 5	Commission Rate Percentage		40%	Game License Fee Commission Percentage
Line 6	NET COMMISSION PAYABLE		\$935.20	Line 4 x Line 5
	Game Services	Orders		
Line 7	Monthly	# Accts@ \$150 2	\$300.00	Total of Basic Level Game Service Set-up Fees Paid
Line 8	Annual	# Accts @ \$250 1	\$250.00	Total of Premium Level Game Service Set-up Fees Paid
Line 9	Life-Time	# Accts @ \$500 1	\$500.00	Total of Gold Level Game Service Set-up Fees Paid
Line 10	TOTAL GAME SERVICES		\$1,050.00	Line 7 + Line 8 + Line 9
Line 11	Commission Rate Percentage		25%	Game Service Fee Commission Percentage
Line 12	NET GAME SERVICES COMMISSION		\$262.50	Line 10 x Line 11
	Banner Advertising Revenue Share			
Line 13	Game Sponsors' Revenue Share		\$1,500.00	Total Banner Advertising Revenue Share from Prior Month
Line 14	Commission Rate Percentage		25%	Banner Advertising Override Commission Percentage
Line 15	Banner Advertising Override		\$375.00	Line 13 x Line 14
Line 16	TOTAL COMMISSION PAYABLE		\$1,572.70	Total Commissions Payable: Line 6 + Line 12 + Line 15