

PLAYON PARTNER AGREEMENT

PlayOn Relief LLC

Partner Terms & Policies

This PlayOn Relief Independent Brand Partner Agreement, along with the Terms and Conditions and Privacy Policy (collectively, "Agreement") which are posted on the PlayOn Relief website, sets forth the terms and conditions of understanding for your participation in the PlayOn Independent Brand Partner Program (the "Program"). This Agreement entered into by and between you (referred to as "Independent Brand Partner", "Brand Partner", "PlayOn Partner", "I", "me", "you", "your" or "my") and PlayOn Relief LLC, and its parent, subsidiary and affiliated entities (referred to collectively as "PlayOn" or "Company").

I represent and certify that I am at least 18 years old, live within the United States of America and that I have read, understood and agree to be legally bound by this Agreement.

1. The Agreement. The term "Agreement" collectively refers to these Terms and Policies and the PlayOn Partner commission structure, in their current form and as may be amended in the future by PlayOn Relief. Brand Partners shall be referred to herein as "Partners." PlayOn Relief LLC shall be referred to as "PlayOn" or the "Company." Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. Independent Contractor. I understand and agree that, as a Brand Partner, I am solely and exclusively an independent contractor, and I am not an employee, agent, partner, legal representative or franchisee of PlayOn nor do I have any other relationship, directly or indirectly, of whatsoever nature with PlayOn. I understand that I am not and will not be treated as an employee of PlayOn for any purpose whatsoever, including, but not limited to federal or state tax purposes, and I do not have any other relationship of whatsoever nature, directly or indirectly, with PlayOn. I expressly and unconditionally understand and agree that PlayOn is not responsible for my withholding, or any other kind or form of taxes, and shall not withhold or deduct any taxes from any compensation, unless such withholding becomes required by an applicable law, rule or regulation.

3. Enrollment & Your Product Purchases.

(a) PlayOn Brand Partner Enrollment. To become a Brand Partner, you must submit a complete and accurate Program enrollment application on www.playonrelief.com/join. You will ensure that information in your Program enrollment application and otherwise associated with your account, including your email address and other contact information, is at all times complete, accurate and up-to-date. Your enrollment as a Brand Partner will be complete when you have submitted your Program application, paid your PlayOn Enrollment Fee, and received a confirmation email from PlayOn. Once your application has been accepted, you will be issued Your PlayOn Code or URL.

(b) Your Product Purchases. Brand Partners may purchase Products for your own use through Your PlayOn Site and will receive a 20% discount on all published prices. These purchases are

intended for your personal use and not for resale. We do not encourage or approve of the purchase of Products for resale (i.e., carrying an inventory) and will only pay commissions on Qualified Product Sales. Any such purchases are at your own risk and their return is limited to the return policy, which is on the website (www.playonrelief.com) in place at the time of your purchase.

(c) Exclusive Online Platform. The corporate PlayOn Site is the exclusive means for selling PlayOn Products. As such, the resale of “new with tags” PlayOn Products is prohibited on other online forums such as auction sites and resale platforms.

(d) Enrollment Fee. The Enrollment Fee is not a Qualified Product Sales and will not count towards personal or customer volume.

(e) Partner Enrollment Gift. The Partner Enrollment Gift is not a requirement. It is not a Qualified Product Sales and will not count towards personal or customer volume.

4. Partner Rights. Partners for PlayOn have the right to sell and solicit orders for PlayOn products in accordance with these Terms and Policies. It is within the exclusive right of PlayOn to accept or reject orders submitted by Partners. PlayOn Partners are also eligible to enroll other Partners into their downline team structure.

5. Commissions.

(a) Commission Types. We will pay you commissions solely on product sales made through Your PlayOn Code or URL, or the PlayOn Code or URL Partners you have referred to the Program (“Qualifying Product Sales”) as follows:

1. Product Sales. Retail customers purchase from Your PlayOn code or URL.
 1. A 20-35% commission on retail customer product sales
 1. 20% commissions if product sales are \$1 - \$149 in a calendar month
 2. 25% commissions if product sales are \$150 - \$999 in a calendar month
 3. 30% commissions if product sales are \$1,000 - \$1,999 in a calendar month
 4. 35% commissions if product sales are \$2,000 or greater in a calendar month
2. Zone Commission. Retail Sales to PlayOn Partners on Your Team. To qualify for Zone Commissions each calendar month, the Partner must first achieve required Customer Product Sales in that calendar month.
 1. PlayOn Partners you personally enroll are considered on your Zone 1
 1. 10% commission on the product sales generated on your Zone 1 in a calendar month (“Total Zone 1 Product Sales”)
 2. To qualify for this commission, you must generate at least \$150 in Total Product Sales in a calendar month
 2. PlayOn Partners on your Zone 2 (those Partners your Zone 1 Partners personally enroll)

1. 5% commission on the product sales generated on your Zone 2 in a calendar month
2. To qualify for this commission, you must generate at least \$150 in Total Product Sales in a calendar month AND you must generate at least \$2,000 in Total Zone 1 Product Sales in a calendar month
3. PlayOn Leadership Pool. 2% of total PlayOn net sales will be set aside for this monthly bonus. Partners who qualify to participate in this Bonus will earn “shares” each calendar month based on performance.
 1. Shares from Total Retail Product Sales
 1. Generate \$2,000 or more in Total Retail Product Sales = 1 Share
 2. Shares from Total Team Sales (“Total Zone 1-2 Product Sales”)
 1. Generate \$2,500-4,999 in Total Zone 1-2 Product Sales = 3 Shares
 2. Generate \$5,000-\$9,999 in Total Zone 1-2 Product Sales = 5 Shares
 3. Generate \$10,000 or more in Total Zone 1-2 Product Sales = 7 Shares
4. QuickStart Bonus. Immediately upon activation, a Partner has the opportunity to earn additional income if and only if the Partner correctly completes the requirements.
 1. Within the first 15 days of activation, the Partner must sell \$100 in retail volume to qualify for a \$20 cash bonus. This bonus is added to the commission payouts at the end of the Partner’s second commission pay out (4 weeks after activating).
 2. Within the first 30 days of activation, the Partner must sell \$250 in retail volume to qualify for a \$40 cash bonus. This bonus is added to the commission payouts at the end of the third commission pay out (6 weeks after activating).
 3. The sales from the 15-day bonus do not contribute to the 30-day bonus. They are separate entities. The 15-day bonus is not required to achieve the 30-day bonus.

(b) Payment. Commissions will be paid on a bi-weekly basis by PlayOn in which the Qualifying Product Sales were made.

(c) Modification of Commissions. We may modify the commission at any time, upon notice to you. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

(d) Exclusions. Qualifying Product Sales exclude, and we will not pay commissions on any of the following:

1. Your personal purchases as a Partner;
2. any Product purchased through Your PlayOn Code or URL that violates the terms of this Agreement;
3. any Product purchased after termination of this Agreement;
4. any Product that is not purchased through Your PlayOn Code or URL or the PlayOn Code or URL of a Partner you have referred to the Program;
5. any Product order that is canceled or returned; and
6. Non-product Enrollment Fee
7. Product from the Partner Enrollment Gift

(e) Returns. When a product is returned to us for a refund or a chargeback occurs, any commissions you initially earned as a result of the corresponding sale will be deducted from your future commissions.

(f) Withholding. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold your commissions until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

5. Limited License.

(a) Grant of License. Subject to the terms of this Agreement and solely for the limited purposes of advertising Products on, and directing end users to, Your PlayOn Code or URL in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) copy and display your Your PlayOn Code or URL solely on Your Personal Sites; (b) use Your PlayOn Code or URL as permitted herein; and (c) use only that PlayOn Intellectual Property (defined below) that we may make available to you as part of your promotion of the Products, solely on your site and in accordance with the terms set forth herein.

(b) Termination of License. The license set forth in this Section 10 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Agreement or otherwise upon termination of this Agreement. In addition, we may terminate the license set forth in this Section 10 in whole or in part upon written notice to you. We will promptly remove Your PlayOn Code or URL and delete or otherwise destroy all uses of our trademarks and logos with respect to which the license set forth in this Section 10 is terminated or as we may otherwise request from time to time.

(c) Use of PlayOn Intellectual Property. When using the PlayOn Intellectual Property as permitted herein, you may not:

1. Remove or alter any trademark or service mark symbols. The "PlayOn " logo is a service mark of PlayOn Relief LLC and must appear with the TM or R symbol placed on the right "shoulder" of the mark in every iteration of the mark in logo form, but may be omitted after the first mention in prose/plain-text materials;
2. Register or attempt to register any phrases, marks or logos that would cause confusion, or be likely to cause confusion, with any of the PlayOn Intellectual Property; and
3. Re-sample, duplicate, alter, modify, crop, add to, blur or tarnish the PlayOn Intellectual Property, except that original logo art supplied by us can be enlarged or reduced in size, but must be done in exact proportion to the original height and width.

Furthermore, you will comply with any additional guidelines we provide with regard to the PlayOn Intellectual Property with respect to the graphic reproduction, appearance, and "look and feel" related to the marketing and representation of PlayOn and the Products.

6. Reservation of Rights & Submissions. Other than the limited licenses expressly set forth in Section 10, we reserve all right, title and interest (including all PlayOn Intellectual Property (defined below) and proprietary rights) in and to, and you do not, by virtue of this Agreement or

otherwise, acquire any ownership interest or rights in or to, the Program, Your PlayOn Code or URL, any domain name owned or operated by us or our service providers, our and our service providers' trademarks and logos, and any other intellectual property, collateral and technology that we provide for use in connection with the Program (the "PlayOn Intellectual Property"). If you provide us or any of our service providers with suggestions, reviews, modifications, data, images, text, or other information or content about a Product or in connection with this Agreement or your participation in the Program (collectively, "Your Submission"), you hereby irrevocably grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

7. Compliance with Laws; Privacy and Data Protection. In connection with your participation in the Program, you represent and warrant that you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including but not limited to laws (federal, state, or otherwise) that govern consumer protection, marketing email (e.g., the CAN-SPAM Act of 2003), telemarketing (e.g., the Telephone Consumer Protection Act and State Telemarketing Rules), and endorsements and testimonials (Section 5 of the FTC Act). This means you must respect any and all legal restrictions on sending unsolicited emails, text messages and the like. "Personal Information" is information that identifies, or permits you to contact, an individual. It includes Customer names, contact information, and their website username and password. We collect, process and share Personal Information in accordance with our Privacy Policy posted to www.playonrelief.com. Your PlayOn username and password are unique to you and you may not share your login information with others for any reason.

8. Confidentiality. PlayOn's "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to Brand Partners and/or customers: (a) that is derived from Your PlayOn Code or URL; (b) that is derived from any commissions reports we issue to you; and/or (c) to which you would not have access or would not have acquired if it wasn't for your affiliation with PlayOn. Confidential Information constitutes our proprietary business trade secrets and is provided to you in strict confidence. Confidential Information may not be directly or indirectly disclosed to any third party or used for any purpose. Any violation of this Section 13 will cause us irreparable harm for which there is no adequate remedy at law, and the harm to us will outweigh the potential harm to you. Therefore, we will be entitled to immediate and permanent equitable relief to prevent further violations of this policy. This Section 13 will survive the termination or expiration of this Agreement.

9. Term and Termination; Effect of Termination.

(a) Term and Termination. The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us as permitted herein.

(b) Termination by You. You may terminate this Agreement at any time by giving us written notice to hello@playonrelief.com.

(c) Termination by Us. We may terminate this Agreement immediately and without prior notice upon your breach of any terms and conditions of this Agreement, including of our Terms of Use or Privacy Policy.

(d) Effect of Termination. Upon any termination of this Agreement, any and all licenses you have will automatically terminate and you will immediately remove from Your Personal Sites and delete or otherwise destroy all references to PlayOn, Your PlayOn Code or URL, and any other materials provided or made available by or on behalf of us to you under this Agreement or otherwise in connection with the Program. In addition, you will lose all rights, titles, interests, benefits and privileges available to a PlayOn Partner, including but not limited to any and all commissions, bonuses, and other compensation. We may withhold accrued unpaid commissions for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancelations or returns). **Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 7, 11, 12, 13, 15, 16, 17, 18, 19, & 20 together with any accrued but unpaid payment obligations of us under this Agreement, will survive the termination of this Agreement.** No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

10. Modifications or Amendments. We may modify or amend any of the terms and conditions contained in this Agreement at any time and in our sole discretion by sending notice of such modification to you by email to the email address then-currently associated with your PlayOn account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the commission payable hereunder, the Program Participation Requirements, and payment procedures. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.**

11. General Conduct. Partners shall safeguard and promote the good reputation of PlayOn and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Partners shall not engage in any conduct that may damage the Company's goodwill or reputation.

12. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, should a Partner utilize any form of social media in connection with their PlayOn

business, including but not limited to blogs, Facebook, Instagram, Tik Tok, Twitter, LinkedIn, YouTube, or Pinterest, the Partner agrees to each of the following:

- Partners are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control
- Partners shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- It is each Partner's responsibility to follow the social media site's terms of use;
- Partners shall respect the privacy of other social media users;
- Partners shall not engage in abusive social media practices including but not limited to shaming or bullying tactics.

13. Sales Tools Created by Partners. Partners are prohibited from selling sales tools or techniques to other PlayOn Relief Partners.

14. Handling Personal Information. If you receive Personal Information from or about current or prospective customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information includes a customer's or potential customer's name, address, email address, phone number, credit card information, and other information associated with these details.

15. Tampering with Product Packaging. PlayOn Relief products must be sold in their original packaging. Partners shall not alter the original packaging or labeling.

16. Negative Comments. Complaints and concerns about PlayOn Relief should be directed to hello@playonrelief.com. Partners must not disparage, demean, or make negative remarks to third parties about PlayOn Relief, its owners, officers, directors, management, or other PlayOn Relief Partners, the PlayOn Partnership Plan (Compensation Plan), or employees. Disputes or disagreements between any Partners and PlayOn Relief shall first attempt to be resolved through mediation, and the Company and Partners agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

17. Satisfaction Promise. Orders fulfilled by PlayOn Relief must be returned to the Company and a product credit or refund may be issued by the Company. Return procedures should be started by emailing hello@playonrelief.com.

18. Discipline. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Partner that the Company reasonably believes may damage its reputation or goodwill, may result in any disciplinary measure that PlayOn

Relief deems appropriate to address the misconduct. In situations deemed appropriate by PlayOn Relief, the Company may institute legal proceedings for monetary and/or equitable relief.

19. Indemnification. Partners agree to indemnify PlayOn Relief for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any nature that PlayOn Relief incurs resulting from or relating to any act or omission by Partners that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of this Agreement. PlayOn Relief may elect to exercise its indemnification rights through withholding compensation owed to the Partners. This right of setoff shall not constitute PlayOn Relief's exclusive means of recovering funds owed PlayOn Relief pursuant to this indemnification provision.

20. Effect of Cancellation. A Partner whose agreement is canceled for any reason will lose all Partners rights, benefits and privileges. This includes the right to represent yourself as an Independent PlayOn Relief Partner, to sell PlayOn Relief products and to receive commissions from his/her/their sales, access to their PlayOn Relief downline and to receive commissions from said downline. If a Partner's agreement is canceled for any reason, the Partner must discontinue using the PlayOn Relief name, PlayOn Relief product names and all other PlayOn Relief intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.

21. Voluntary Cancellation. A Partner has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at hello@playonrelief.com.

22. Partner Activity.

- (1) Cancellation for Inactivity. A Partner will be deemed inactive if no activity has been reported for the prior six months. There will be a 30-day notice sent to the Partner's email with this notice. PlayOn Relief has the right to cancel the Partner's account at the end of the six month period if no activity has been reported.
- (2) Active. A Partner maintains an active Partner account with at least \$150 in retail sales made through their PlayOn Code or URL every 6 (six) months.

23. Reporting Errors. If a Partner believes that PlayOn Relief has made an error in their compensation, they must report it to the Company in writing within 60 days from the date on which the mistake occurred. While PlayOn Relief shall use its best efforts to correct errors reported more than 60 days after the date of the error, PlayOn Relief shall not be responsible to make changes or remunerate Partners for losses or mistakes that are reported more than 60 days after the mistake occurs.

24. Dispute Resolution. If a dispute between a Partner and PlayOn Relief arises from or relates to the Agreement, the PlayOn Relief business, or the rights and obligations of either party, the parties shall first attempt to resolve the dispute through mediation. At no time prior to the negotiation and mediation procedures being completed shall either party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this dispute resolution provision. All offers, promises, conduct and statements, whether oral or

written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or Mediation; Informal negotiations and mediation shall occur in California unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either party requests such; Each party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless whether the claim is pursued through informal negotiation, mediation, arbitration, or court proceedings; If litigation is filed in court the action may be brought in the jurisdiction in which either party resides or has its principal place of business; If arbitration is filed all arbitration proceedings shall be filed and held in San Anselmo, California.

25. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the PlayOn business, or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis.

26. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these policies, the law of the State of California without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply. Residents of the State of Louisiana shall be entitled to bring an action against the company in their home state based on Louisiana law.

27. Damage Waiver. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a Party's right to recover liquidated damages as set forth in these Terms & Conditions.

28. Miscellaneous. You represent and warrant that you have the unrestricted right and authority to enter into this Agreement and the rights granted to us as described herein do not conflict with any agreement you have with any third party. You hereby consent to transact hereunder via electronic means and we may send notifications or approvals and other communications to your email address on file and you will be deemed to have received all such notices even if the email address you have provided us with is no longer active. You may not assign this Agreement, by operation of law or otherwise. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. In the event of any conflict between this Agreement and

any other agreements between the parties, the terms of this Agreement will control. Whenever used in this Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law, the validity of the remaining parts or provisions shall not be affected thereby. Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement, may be made, taken, or given in our sole discretion.