

Streamer Affiliate Program Agreement

This Affiliate Program Agreement is made and entered into as of the date of grant set forth below.

BETWEEN: Rally Esports, INC (the "Owner"), a corporation, organization with complete address. 930 lateglow ct Newark OH 43055

AND: [RECIPIENT NAME] (the "Recipient"), with complete address.

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales, leads, clicks, or other measurable action.

AFFILIATE RESPONSIBILITIES:

- Strive to uphold the Rally Esports Code of Conduct when advertising or being viewed as linked with Rally Esports.
- Promote your merchandise, Rally Esports programs and charities.

SERVICE:

The Affiliate is allowed to place links on his website or stream to websites which have an Affiliate Program registered at www.rally-esports.net

Any Affiliate Program may be amended or terminated at any time. Information about the Affiliate Programs will be available on Company website.

The Affiliate must keep himself informed of any amendments of Affiliate Programs, in particular if a registered website has terminated its Affiliate Program or changed the conditions for remuneration to Affiliates.

The Affiliate must comply with the requirements of the Affiliate Programme including in particular any stipulations as to the nature and content of the Affiliate's web site and the use of third party or other Affiliates trademarks and logos.

TERMS OF THE AGREEMENT:

- The term of this Agreement will begin upon our acceptance of Your Affiliate Program application.
- You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Products and Services are not cancelled and comply with all Terms laid out in this Agreement.
- We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion.

- Any Affiliate who violates either this Agreement or Company's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Company Affiliate Program.
- Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

CONFIDENTIALITY:

Only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

INDEMNIFICATION:

- You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on:
- Any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party.
- Any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein.
- Any claim related to your site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

ENROLLMENT IN THE AFFILIATE PROGRAM:

- To begin the enrollment process, you will submit a complete Program application via our Website.
- We will evaluate your application and notify you of your acceptance or rejection.
- We may reject your application for any reason our sole discretion.
- We generally reject applications related to websites that: Promote violence;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; Promote illegal activities or are intended to harass or defame anyone; Or variations or misspellings thereof in their domain names
- If we reject your application, you are welcome to reapply to the Program at any time.
- If we accept your application, we reserve the right to terminate your participation in the Program for any reason in our sole discretion immediately without prior notice. However Rally Esports will strive to communicate with its affiliates.

MODIFICATION:

- We may modify any of the terms and conditions in this Agreement at any time at our sole discretion.
- In such event, you will be notified by email or server announcement. Modifications may include, but are not limited to, changes in the payment procedures and Company Affiliate Program rules.
- If any modification is unacceptable to you, your only option is to end this Agreement.
- Your continued participation in Company Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

AFFILIATE PAYMENT:

- You will receive a Commission of 10% for sending a Company authorized sales utilizing your code
- In order to place Links, You must first be approved by a Company to become an Affiliate of that Company's program.
- You understand that the Payout amount may be changed at any time.
- This information is also available to you at the affiliate section of the website.
- You receive the Commission from Rally Esports. Payments are made on the final day of each month when your account balance reaches \$50 or more for the previous months' transactions.

CONFIDENTIALITY:

- All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

SEVERABILITY:

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

APPLICABLE LAW:

- The laws of the States and Country will govern this Agreement, without reference to rules governing choice of laws.
- Any action relating to this Agreement must be brought in the federal or state courts located in US, Newark, Ohio and you irrevocably consent to the jurisdiction of such courts.
- You may not assign this Agreement, by operation of law or otherwise, without our prior written consent.
- Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

- 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 a provision or any other provision of this Agreement.

TERMINATION OF AGREEMENT:

- Either you or Company may terminate the Affiliate relationship at any time.
- You are only eligible to earn Affiliate payments during your time as an approved Affiliate.
- Company may change the program or service policies and operating procedures at any time.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed by a duly authorized officer, and Recipient has affixed his/her signature hereto.

Owner

Recipient

By: _____

By: _____

Name: _____

Name: _____