

Mission Control GG

Organization Agreement

This Channel Partner Agreement, dated as of _____ (the "**Agreement**"), is entered into by and between Mission Control GG, Inc., a Delaware corporation ("**Mission Control**"), and _____ ("**Channel Partner**", and together with Mission Control, the "**Parties**", and each, a "**Party**").

1. **Purpose.** Mission Control is in the business of designing and operating a software-as-a-service platform which facilitates the formation of recreational esports leagues (the "**Services**"). Individuals within Channel Partner's network wish to have access to the Services and Channel Partner wishes to arrange for such access for the Authorized Users (the "**Purpose**"). In order to fulfil the Purpose, the Parties enter into this Agreement.

2. **Payment for Access to the Services.** Channel Partner shall pay Mission Control the following:

2.1 **Setup Fee.** Channel Partner shall pay Mission Control a setup fee for the on-boarding as Channel Partner joins the platform:

- ☐ Basic Setup Fee (Automated Setup Process): \$500.00
- ☐ Advanced Setup Fee (Exclusive 1on1 Setup Process): \$1,500.00

2.2 **Annual Fee.** Beginning _____, unless Channel Partner terminates this agreement by written notice to Mission Control, Channel Partner will automatically be charged a recurring annual fee for access to the Services, based upon the number of Active Authorized Users accessing the Services. "**Active Authorized Users**" are defined as users who have been registered in Channel Partner's organization on the Mission Control platform within the previous 30 days or has been active in a league associated with Channel Partner's organization on the Mission Control platform within the previous 90 days. Channel Partners will not be upgraded to a new tier (as set forth below) without its explicit consent. Partner can cancel their plan at any moment within the platform and pay for the amount of time used on the platform already. Select the tier you expect to be in (subject to change, based on size, pending approval):

- ☒ 0 – 40 Active Authorized Users: \$600.00 ("**Tier 1**")
- ☐ 41-150 Active Authorized Users: \$1,200.00 ("**Tier 2**")
- ☐ 151-500 Active Authorized Users: \$3,000.00 ("**Tier 3**")
- ☐ 500+ Mutually Agreed Upon Pricing

3. **Revenue Share.**

- ☒ Channel Partner intends to charge League Registration Fees
- ☐ Channel Partner does not intend to charge League Registration Fees

3.1 **League Registration Fee Revenue Share.** If the applicable box is checked immediately above, as directed by the Channel Partner at time of League Creation, Mission Control will charge Authorized Users a fee for participating in the Services (a "**League Registration Fee**"). Mission Control will pay to the Channel Partner 90% of League Registration Fee gross revenues

generated by the Channel Partner's Authorized Users (the "Revenue Share Amount"). If the applicable box is not checked immediately above, the provisions of this Section 3 shall not apply to the relationship between the Parties.

3.2 **Reporting.** Monthly, no later than the 30th day of the month following the month in which a League Registration Fee is paid, Mission Control shall send to Channel Partner a report indicating the amount of League Registration Fees paid by Channel Partner's Authorized Users and the Revenue Share Amount for the preceding month.

3.3 **Payment of Revenue Share.** Monthly, no later than the 30th day of the month following the month in which a League Registration Fee is paid, Mission Control shall pay the Revenue Share Amount to Channel Partner via ACH using the following instructions:

Bank Name: _____

Routing Number: _____

Account Number: _____

4. **Licensing of Marks.** Each of the Parties grants to the other the limited, non-transferable, revocable permission to use the other Party's trademarks, service marks or other identifying marks of the other Party (the "Marks") in order to achieve the Purpose. No other use of the Marks is permitted without the express written consent of the other Party. Neither Party shall depict the Marks in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light, or otherwise reflect negatively on the Marks, the other Party or any of its affiliates, or any of the other Party's respective products or services. The Parties may revoke the permission set forth in this Section 4 at any time by written notice. Each Party may publicly disclose the fact that an agreement between Mission Control and Channel Partner exists, however the terms of this Agreement shall be kept confidential by both Parties.

5. **Terms of Use.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/terms-of-use-for-website/15087e11-678e-49c8-9fb9-feff372268de>, as may be amended from time to time.

6. **Data and Privacy.** The relationship between Mission Control and Channel Partner, and the use of the Services by Authorized Users shall at all times be subject to Mission Control's Terms of Use, as set forth at <https://app.termly.io/document/privacy-policy/61d2c399-55ab-4ba8-b7bf-9c704dd6330c#infocollect>, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Mission Control GG, Inc.

By: _____

Name: _____

Title: _____

Address: 401 S. Pine St.

St. Louis, MO 63102

Channel Partner: _____

By: _____

Name: _____

Title: _____

Email: _____

Partner Address: _____
