



SuperDraft Affiliate Coach Terms & Policies

1. The Agreement. These Terms & Policies govern the relationship between you, as an Independent SuperDraft Affiliate (“Coach”), and SuperDraft, Inc. (hereafter “SuperDraft” or the “Company”). These Terms & Policies, together with the SuperDraft Compensation Plan, and the SuperDraft Business Entity Addendum (the Business Entity Addendum is only applicable to Coaches who enroll as a business entity) make up the Agreement between you and SuperDraft. Therefore, as used in this document, the term “Agreement” collectively refers to these Terms & Policies, the SuperDraft Compensation Plan, and the SuperDraft Business Entity Addendum, in their current form and as may be amended in the future at the Company’s discretion. Independent SuperDraft Affiliates shall be referred to herein as “Coaches.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. Eligibility. Neither the SuperDraft opportunity nor SuperDraft’s products and services are available to residents of Puerto Rico. Nor are the SuperDraft opportunity or SuperDraft’s products and services available to residents of any country other than the United States. By entering into the Agreement, you verify that a) you are a resident of the United States; and b) you do not reside in Puerto Rico. Coaches agree that they shall not offer the SuperDraft opportunity or SuperDraft’s products and services to: a) persons under the age of 18 (under the age of 19 in Nebraska and under the age of 21 in Massachusetts); b) persons residing outside of the United States; or c) persons residing in Puerto Rico.

3. Independent Contractor Status. Coaches are independent contractors and not employees, partners, legal representatives, or franchisees of SuperDraft. Coaches are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **COACHES SHALL NOT BE TREATED AS A SUPERDRAFT EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** SuperDraft is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Coach’s compensation. Coaches are not entitled to workers compensation or unemployment security benefits of any kind from SuperDraft.

In all written, graphic, or digital material used for SuperDraft business purposes, Coaches must represent themselves as a “SuperDraft™ Independent Coach.” In verbal conversations with prospective Coaches, customers, and Players, Coaches must introduce themselves as an “independent SuperDraft Coach.” Coaches shall not lead anyone to believe that they are employees of SuperDraft.

4. Income Taxes. As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a SuperDraft Coach. Every year, SuperDraft will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. To facilitate this reporting, you must provide SuperDraft with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate.

5. Tax ID Verification/Substitute W-9

With respect to the Social Security Number, Employer Identification Number, or Taxpayer Identification Number that you provide to SuperDraft during the enrollment process, you certify, under penalty of perjury, as follows:

- The number shown on this enrollment form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
- I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in 26 CFR 301.7701-7)).

6. Adherence to the Agreement. Coaches must comply with the Agreement. If you have not yet reviewed the Terms & Policies at the time you execute this Agreement, they are posted in your back-office (hereafter “Locker Room”). You must review the Terms & Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms & Policies, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Terms & Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from SuperDraft.

7. Amendments to the Agreement. The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in each Coach’s Locker Room, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel the Agreement.

8. Coaches’ Rights. Coaches:

- Have the right to sell, and solicit orders for, SuperDraft products in accordance with these Terms & Policies. It is within the exclusive right of SuperDraft to accept or reject orders submitted by Coaches.
- Have the right to enroll others as SuperDraft Players or Coaches. As used herein, the term “Player” refers to a customer who has subscribed to any of SuperDraft’s daily fantasy contests subscription packages (“SuperDraft PRO Player Subscriptions”).
- If qualified, have the right to earn commissions pursuant to the SuperDraft Compensation Plan.

9. Assignment of Rights and Delegation of Duties. Coaches may not assign any rights under the Agreement without the prior written consent of SuperDraft. Any attempt to transfer or assign the Agreement without the express written consent of SuperDraft renders the Agreement voidable at the option of SuperDraft and may result in termination of the Agreement.

If the assets of SuperDraft, or a controlling ownership interest in SuperDraft, is transferred to a third party, SuperDraft may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

10. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

11. Waiver of Right of Publicity. Coaches grant SuperDraft an irrevocable license to reproduce

and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Coaches waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

12. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Coach against SuperDraft shall not constitute a defense to SuperDraft's enforcement of any term or provision of the Agreement.

13. Term and Renewal of the Agreement.

The term of the Agreement is one year from the date of enrollment. A Coach may cancel the Agreement at any time and for any reason. In order to continue as a Coach beyond the initial term of this Agreement (unless the Agreement has been previously terminated as provided at Policy 42), Coaches must renew the Agreement each year. An annual renewal fee may be imposed at that time (not required for North Dakota residents). Coaches will be reminded of their upcoming renewal through their Locker Rooms. At that time, Coaches may elect to renew or cancel the Agreement.

SuperDraft reserves the right to terminate all Coach Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Coach's Locker Room.

14. General Conduct. Coaches shall safeguard and promote the good reputation of SuperDraft and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Coaches agree that they shall exhibit high moral character in their personal and professional conduct. Coaches shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Coaches must adhere pursuant to this section, the following standards specifically apply to Coaches' activities:

- Deceptive conduct is always prohibited. Coaches must ensure that their statements are truthful, fair, accurate, and are not misleading.
- If the Agreement is cancelled for any reason, the Coach must discontinue using the SuperDraft name, and all other SuperDraft intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- Coaches may not represent or imply that any state or federal government official, agency, or body has approved or endorses SuperDraft, its program, or products.
- Coaches must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

15. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, should a Coach utilize any form of social media in connection with her SuperDraft business, including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, or Pinterest, the Coach agrees to each of the following:

- Coaches 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 account that they own, operate, or control.
- Coaches 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, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental 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.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Coach's SuperDraft replicated website, SuperDraft's corporate website or an official SuperDraft corporate social media page.
- It is each Coach's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by a Coach that is used to discuss or promote SuperDraft's products or the SuperDraft opportunity may not link to any website or social media page or account that promotes the products, services, or business program of any direct selling company other than SuperDraft.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Coach may not use any social media account on which they discuss or promote, or have discussed or promoted, the SuperDraft business or SuperDraft's products to directly or indirectly solicit anyone for another direct selling or network marketing program (collectively, "direct selling"). Violation of this provision shall constitute a violation of the non-solicitation provision in Policy 26.
- During the term of the Agreement and for 12 calendar months after the cancellation of a Coach's business for any reason, a Coach shall not take any action on any social media account or page on which they discuss or present, or have discussed or presented, SuperDraft's products or the SuperDraft business that may reasonably be foreseen to draw an inquiry from SuperDraft's Coaches relating to the Coach's other direct selling business activities or products. Violation of this provision shall constitute a violation of the non-solicitation provision in Policy 26.
- If a Coach creates a business page, team page, or group page on any social media site that promotes or relates to SuperDraft, its products, or opportunity, the page may not promote or advertise the products or opportunity of any network marketing business other than SuperDraft and its products. If the Agreement is cancelled for any reason or if the Coach becomes inactive, the Coach must immediately deactivate the business page, team page, or group page or, at the former Coach's option, turn over administrative rights to the page to SuperDraft so that the Company may deactivate the page.
- Coaches shall respect the privacy of other social media users. Coaches shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

16. Coach Web Sites and Mobile Apps. A Coach may create one personal external website or mobile application to promote their SuperDraft business or SuperDraft's products and services.

SuperDraft products may only be sold or promoted, and new SuperDraft Coaches or Players may be enrolled only, at: (i) the official SuperDraft website, (ii) SuperDraft-supplied replicated websites, and (iii) official SuperDraft mobile apps (if applicable). Prohibited online forums include, but are not limited to, Coaches' personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist). Notwithstanding the foregoing, a Coach may create one (1) personal external website or mobile application to promote their SuperDraft business and SuperDraft products, but such external website/application must comply with the following (references to websites below include mobile applications):

- The website may not take or process product or service orders or product or service sales.
- The website may not process Coach or Player enrollments.
- The website must be directed to the Coach's SuperDraft replicated website to process sales and/or enrollments.
- The website must clearly and conspicuously identify the Coach who is operating the external website and must clearly and conspicuously disclose that he/she is a SuperDraft Coach, and that the website is not SuperDraft's corporate website.
- Websites that do not identify the Coach who is the promoter of the site and/or that he/she is promoting SuperDraft's products or the SuperDraft opportunity (so called "blind" websites), are not permitted.
- Upon cancellation of a Coach's SuperDraft Agreement for any reason, the former Coach must immediately remove the website from the internet.
- The website must exclusively promote SuperDraft's products and the SuperDraft opportunity.
- The website must comply with all applicable provisions of these Terms & Policies.
- Prior to going live with an external website, the Coach must submit a beta version of the site to the Company for review and receive the Company's written authorization to use the website. Following approval, any amendments to the website must also be submitted to the Company and receive written approval before going live.

SuperDraft reserves the right to rescind approval for any approved external website or application, and Coaches waive all claims against SuperDraft, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

17. Sales Tools. All Coach created Sales Tools including, without limitation, advertising materials, promotional materials, and all other marketing methods, must be submitted to the Company and receive written approval before they can be used or made public. Coaches who receive written authorization from SuperDraft to produce and publish Sales Tools may make approved Sales Tools available to other Coaches free of charge if they wish but may not sell the Sales Tools to other Coaches. Any sale or attempt to sell Sales Tools to another Coach will result in the termination of the offending Coach's SuperDraft business. **SuperDraft reserves the right to rescind approval for any approved Sales Tools, and Coaches waive all claims against SuperDraft, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.**

Approved Sales Tools will be posted in the Document Library section of all Coaches' Locker Rooms and will be made available to all Coaches free of charge. **The Coach(s) who created the Sales Tools grants SuperDraft and other Coaches an irrevocable and perpetual license to use the Sales Tools for SuperDraft business purposes at their discretion, and waives all claims, including but not limited to intellectual property right claims, and/or claims for remuneration against SuperDraft, its officers, directors, owners, agents, and other**

Coaches for such posting and/or use of the Sales Tools. The Coach who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants SuperDraft an irrevocable license to use the Sales Tools as the Company deems appropriate.

18. Trademarks and Copyrights. The name “SuperDraft” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of SuperDraft. The Company grants Coaches a limited license to use its trademarks and trade names in promotional media for so long as the Coach’s Agreement is in effect. Upon cancellation of a Coach’s Agreement for any reason, the license shall expire, and the Coach shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may a Coach use any of SuperDraft’s trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Sales Tools.

SuperDraft expects to produce live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Coaches, and guests may appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Coaches may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material are also copyrighted. Coaches shall not copy or make derivatives of any such materials for their personal or business use without the Company’s prior written approval.

19. Sales Outlets. To support the Company’s direct selling distribution channel and to protect the independent contractor relationship, Coaches agree that they will not sell SuperDraft products in any retail, wholesale, warehouse, or discount establishment, or any online retail, auction, or buy-sell site (including but not limited to Amazon and eBay) without prior written approval from SuperDraft. Notwithstanding the foregoing, Coaches may display and sell SuperDraft products at professional trade shows.

20. Service-Related Establishments. Coaches may promote and sell SuperDraft products in service-related establishments. A service-related establishment is a business establishment whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. SuperDraft reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

21. Change of Sponsor. As a rule, Coaches may not change their Sponsors (the Coaches under whom they are enrolled). The only means by which a Coach may legitimately change his/her Sponsor are by:

- Voluntarily canceling the Agreement in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Coach may reapply under a new Sponsor. The Coach will lose all rights to his/her former downline organization upon his/her cancellation; or
- Submitting a written request for a change of Sponsor to the Company at

support@superdraft.io. The Coach requesting the transfer must also submit written and signed transfer authorization forms from his/her immediate two (2) upline Coaches.

22. Waiver of Claims. In cases wherein a Coach improperly changes his/her Sponsor, SuperDraft reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Coach in his/her second line of sponsorship. **COACHES WAIVE ANY AND ALL CLAIMS AGAINST SUPERDRAFT, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM SUPERDRAFT'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A COACH WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

23. Income Claims. When presenting or discussing the SuperDraft opportunity or Compensation Plan to a prospective Coach, Coaches may not make income projections, income claims, income testimonials, or disclose their SuperDraft income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other SuperDraft Coach. Nor may Coaches make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Coach is able to enjoy a luxurious or successful lifestyle due to the income they earn from their SuperDraft business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That a Coach (or his/her spouse) was able to quit his/her job.
- That a Coach was able to replace his/her income from a job.
- That a Coach was able to pay for a child's private school or college education due to his/her SuperDraft earnings.
- That a Coach was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her SuperDraft earnings a Coach was able to travel to exotic or expensive destinations.

The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by a Coach including social media postings.

24. Compensation Plan and Opportunity Claims. When presenting or discussing the SuperDraft Compensation Plan and/or the SuperDraft opportunity, Coaches must make it clear to prospects that financial success in SuperDraft requires commitment, effort, and sales skill. Conversely, Coaches must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan and the Company's program. It is important that Coaches do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Coach

without commitment, effort, and sales skill.

25. Media Inquiries. Coaches must not interact with the media regarding the SuperDraft business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to the SuperDraft marketing department.

26. Non-solicitation. SuperDraft Coaches are free to participate in other network marketing programs. However, during the term of this Agreement and for one year following the termination or cancellation of the Agreement for any reason, a Coach may not directly or indirectly recruit other SuperDraft Coaches or Players (except for the Coach's personally enrolled Coaches and Players) for any other network marketing business. The term "recruit" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another SuperDraft Coach to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the Coach's actions are in response to an inquiry made by another Coach or Player.

If a Coach is engaged in another network marketing program, it is the responsibility of the Coach to ensure that his or her SuperDraft business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Coach must not:

- Display SuperDraft promotional material, sales aids, or products with or in the same location as, any non-SuperDraft promotional material or sales aids, products, or services (Instagram, Facebook, Pinterest, and similar social media sites are exempt from this provision).
- Offer the SuperDraft opportunity, products, or services to prospective or existing customers, Players, or Coaches in conjunction with any non-SuperDraft program, opportunity, or products.
- Offer, discuss, or display any non-SuperDraft opportunity, products, services, or opportunity at any SuperDraft-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.

27. Confidential Information. "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to SuperDraft Coaches, Players, and/or customers: (a) that is contained in or derived from any Coaches' respective Locker Room; (b) that is derived from any reports issued by SuperDraft to Coaches to assist them in operating and managing their SuperDraft business; and/or (c) to which a Coach would not have access or would not have acquired but for his/her affiliation with SuperDraft. Confidential Information constitutes proprietary business trade secrets belonging exclusively to SuperDraft and is provided to Coaches in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Coach's use in building and managing his/her Independent SuperDraft business.

28. Handling Personal Information. If a Coach receives Personal Information from or about a Coach, a Player, or a customer, or from or about a prospective Coach, Player, or customer, it is the Coach's responsibility to maintain the security of the Personal Information. The Coach should shred or irreversibly delete the Personal Information of others once the Coach no longer needs it. Personal Information is information that identifies or permits a person or entity to contact an individual. It includes the name, address, email address, telephone number, credit card information, social security or tax identification number, and other information associated with these details, of another person including customers, Players, and Coaches, and prospective customers, Players, and Coaches.

29. Bonus Buying/Inventory Loading. Bonus buying and inventory loading is strictly prohibited. Bonus buying and inventory loading is the purchase of, or subscription to, SuperDraft products and services for any reason other than a Coach's bona fide use of the product or service for personal or family use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions, or bonuses that are not driven by bona fide product and service purchases by end user consumers for actual use. For example, the subscription to a SuperDraft PRO Player Subscription or the purchase of a SuperDraft product or service by a Coach in order to qualify for a rank advancement or bonus or commission qualification is a form of bonus buying and inventory loading and is strictly prohibited. Coaches should only subscribe to a SuperDraft PRO Player Subscription or purchase a SuperDraft product or service only if the Coach intends to use the subscription or product or service for his or her own personal entertainment purposes.

30. Limitations on Coach and Household Businesses. An individual may own, operate, control, or have an interest in, only one SuperDraft business, and there may be no more than two SuperDraft businesses per household. If there are two SuperDraft businesses in a household, both businesses must have the same Sponsor, or one of the businesses in the household must be the immediate Sponsor of the other. A "household" is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption or otherwise. Dependent children attending school away from home are considered part of the household.

31. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of a Coach engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Coach. "Knowledge" of misconduct is not limited to actual knowledge. If a Coach engages in acts or omissions that the Coach knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Coach, the Coach shall be deemed to have knowledge of the violation.

32. Negative Comments/Non-disparagement. Negative comments in the field serve only to sour the enthusiasm of other Coaches. Therefore, Coaches must not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Coaches about SuperDraft, its owners, officers, directors, management, employees, other SuperDraft Coaches, or the Compensation Plan. Disputes or disagreements between any Coach and SuperDraft shall be resolved through the dispute resolution process, and the Company and Coaches agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum. Complaints and concerns about SuperDraft should be directed to the Coach Service Department (support@superdraft.io).

33. Product and Service Sales. The SuperDraft Compensation Plan is based on the sale of SuperDraft products and services to end consumers. Coaches must fulfill personal and downline organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. Applicable personal and downline sales volume requirements are set forth in the SuperDraft Compensation Plan.

34. Adjustment to Bonuses and Commissions. Compensation stemming from the sale of SuperDraft products and services is fully earned when the applicable refund, repurchase, and chargeback periods applicable to such sales have all expired. If the Company issues a refund to

the buyer of a SuperDraft product or service, or a chargeback occurs, the compensation attributable to the refunded or charged back product(s) or service(s) will be recovered by the Company from the Coaches who were paid commissions or bonuses based on the original sales of such products and services. Such unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commissions and bonuses are fully recovered from the selling Coach and upline Coaches who received bonuses and commissions on the sales of the refunded or charged back products or services.

SuperDraft reserves the right to withhold or reduce any Coach's compensation as it deems necessary to comply with any garnishment or court order directing SuperDraft to retain, hold, or redirect such compensation to a third party.

35. Refund Policies. If you have any questions on refund policies, please contact the Customer Support Department at support@superdraft.io.

36. Return of Sales Tools by Coaches Upon Cancellation or Termination. Within 30 days from the cancellation or termination of a Coach's Agreement, the Coach may return Sales Tools that he or she personally purchased from SuperDraft during the 12-month period preceding the date of cancellation or termination for a refund so long as the goods are in currently marketable condition. (The one-year limitation shall not apply to residents of Louisiana, Maryland, Massachusetts and Wyoming and Puerto Rico). Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item is not in currently marketable condition. Locker Room and Replicated website fees are not refundable except as may be required under applicable state law.

37. Montana Residents: A Montana resident may cancel his or her Coach Agreement within 15 days from the date on which this application is submitted and is entitled to a full refund for the Coach enrollment fee and for any other consideration he/she paid within such time period to participate in the program.

38. Louisiana, Massachusetts, and Wyoming Residents: If a resident of Louisiana, Massachusetts, or Wyoming cancels the Coach Agreement, upon receipt of a written request from such canceling Coach, SuperDraft will refund 90% of the costs incurred by such canceling Coach to participate in the program during the one-year period immediately preceding the date of the cancellation.

39. Maryland Residents: A Coach who resides in Maryland may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the Coach.

40. Puerto Rico Residents: A Puerto Rico resident may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the cancelling Coach in the development of the

market of the properties or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Reacquire the total of the products that he/she purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to the cancelling Coach not less than ninety percent (90%) of the original net cost of any services that he/she acquired from the Company; (c) Return 90% of any sum paid by the cancelling Coach for the purpose of participating in the business.

41. Other Purchase Cancellation Rights. Customers, Players, and newly enrolled Coaches have three business days within which to cancel their initial purchase or subscription and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is contained on the sales receipt or the SuperDraft website.

42. Cancellation or Termination of the Agreement; Disciplinary Sanctions.

- **Voluntary Cancellation.** A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by cancelling his/her business through his/her Locker Room. The written notice must include the Coach's signature, printed name, address, and Coach I.D. Number. A Coach may also voluntarily cancel the Agreement by failing to pay the monthly Coach Replicated Website fee or by withdrawing consent to contract electronically.
- **Cancellation for Inactivity.** If a Coach fails to earn a commission for six consecutive months, his/her Coach Agreement and SuperDraft business will be cancelled for inactivity.
- **Suspension or Cancellation for Non-Payment.** A Coach's failure to pay any required annual renewal fee or monthly Replicated Website or Locker Room fees when due may result, at the company's discretion, in the suspension or termination of the Agreement. In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically terminated.
- **Involuntary Cancellation/Termination; Disciplinary Sanctions.** Violation of any term of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Coach that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of this Agreement, and/or any other disciplinary measure that SuperDraft deems appropriate to address the misconduct. In situations deemed appropriate by SuperDraft, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Dispute Resolution Policy at Policy 51.
- **Effect of Cancellation.** So long as a Coach remains active and complies with the terms of the Agreement, SuperDraft shall pay commissions to such Coach in accordance with the Compensation Plan. A Coach's bonuses and commissions constitute the entire consideration for the Coach's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization).

A Coach whose business is cancelled for any reason will lose all Coach rights, benefits, and privileges. This includes the right to represent yourself as an Independent SuperDraft Coach, to sell SuperDraft products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Coach and the Coach's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Locker Room fees, replicated website

fees, or renewal fees if a Coach's business is cancelled.

A Coach whose Coach Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

- **Reclassification.** If at the time of the cancellation of a Coach's Coach Agreement the Coach is also a subscriber to any SuperDraft PRO Player Subscription, the Coach's subscription shall continue in force unless the Coach specifically requests that his or her SuperDraft PRO Player Subscription be canceled. If the former Coach does not request the cancellation of his or her SuperDraft PRO Player Subscription, the former Coach shall be reclassified as a Player.

43. Indemnification. Each Coach agrees to indemnify SuperDraft for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that SuperDraft incurs resulting from or relating to any act or omission by the Coach that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. SuperDraft may elect to exercise its indemnification rights through withholding any compensation due the Coach. This right of setoff shall not constitute SuperDraft's exclusive means of recovering or collecting funds due SuperDraft pursuant to its right to indemnification.

44. Business Transfers. Coaches in good standing who wish to sell or transfer their business must receive SuperDraft's prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to the Customer Support Department at support@superdraft.io. The request to transfer will be denied if the business is not in good standing or if there is another reasonable reason for denying the request. Prior to transferring a business to a third party, the Coach must offer SuperDraft the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

45. Transfer Upon a Coach's Death. Upon the death of a Coach, the Coach's SuperDraft business may be passed to his/her heirs. Prior to such transfer, the beneficiary of the business must provide SuperDraft with certified letters testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a SuperDraft Coach Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled. Because SuperDraft cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) and submit a SuperDraft Coach Agreement in the name of the business entity. Upon the completion of these requirements, SuperDraft will transfer the business and issue commissions to the individual beneficiary or business entity.

46. Divorce of a Coach. SuperDraft is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. SuperDraft will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the SuperDraft business must also execute and submit a SuperDraft Coach Agreement within 30

days from the date on which the divorce becomes final or the business will be cancelled.

47. Dissolution of a Business Entity. If a business entity that operates a SuperDraft business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The SuperDraft business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. The recipient of the SuperDraft business must also execute and submit a SuperDraft Coach Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Agreement will be cancelled. If the business entity wishes to sell or transfer its SuperDraft business to an individual or entity who was not previously recognized by the Company as an owner of the business entity, it must do so pursuant to policy 44.

48. Inducing Coaches to Violate the Agreement. Coaches shall not directly or indirectly induce, encourage, or assist another Coach to violate the Agreement.

49. Reporting Errors. If a Coach believes that SuperDraft has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Coach's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While SuperDraft shall use its best efforts to correct errors reported more than 60 days after the date of the error, SuperDraft shall not be responsible to make changes or remunerate Coaches for losses for mistakes that are reported more than 60 days after the mistake occurs.

50. International Activities. Coaches may not sell SuperDraft products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

51. Dispute Resolution: Informal Negotiation, Non-Binding Mediation, and Binding Confidential Arbitration. If a dispute between a Coach and SuperDraft arises from or relates to the Agreement, the business operated by the Coach and/or the Company, the rights and obligations of either party, or the opportunity offered by the Company, the dispute shall, except as otherwise specifically provided herein, be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) confidential binding arbitration. **EXCEPT AS SPECIFICALLY SET FORTH BELOW, THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.** The following shall apply to all proceedings under this dispute resolution provision:

- Any claim a party has against the other must be brought within one year from the date on which the act or omission giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing the one-year limitation of actions provisions in this provision shall be tolled until the completion of the mediation phase of this provision and for ten calendar days thereafter.
- At no time prior to the negotiation and mediation procedures below are 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 Salem, New Hampshire unless the parties mutually agree on another forum. Informal negotiations shall take place telephonically or by video conference 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 of the forum.
- If a Coach has exercised his/her right to opt-out of arbitration, the litigation shall be brought before the federal or state courts residing in Rockingham County, New Hampshire.
- If arbitration is filed all arbitration proceedings shall be filed and held in Salem, New Hampshire.
- A dispute relating to whether the dispute between the Company and a Coach is subject to arbitration shall be decided through arbitration.

52.1 Step 1 - Informal Negotiation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement or the Company's business promptly by negotiation between the aggrieved Coach(s) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A party may, at its election, choose to be accompanied in such negotiation by an attorney. If one party elects to have its attorney present, the other party must also agree to have its attorney present if that party has retained counsel.

To institute the negotiation process, either party may give the other party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the Coach and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within 20 days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically or by video conference if one party requests that the meeting be held telephonically or by video conference.

Unless otherwise agreed in writing by the negotiating parties, mediation may be commenced one business day following the close of the negotiation phase described above. The negotiation phase is "closed" when one party notifies the other in writing that it considers the negotiation "closed." Such closure shall not preclude continuing or later negotiations if desired by both parties.

52.2 Step 2 – Mediation. If the parties are unsuccessful in resolving their dispute through good faith negotiation, they shall seek to resolve the dispute through mediation. If a party elects to pursue mediation, the party shall submit a written request for mediation to the other party within 10 calendar days after the negotiation phase is completed. The parties shall have 10 calendar days following such request to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS to have a neutral mediator appointed.

Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator.

Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties.

52.3 Step 3 – Binding Confidential Arbitration. If the parties do not successfully resolve their dispute through the negotiation and mediation procedures above, the dispute shall be resolved through binding confidential arbitration in accordance with the terms of this Dispute Resolution Policy.

The arbitration shall be filed with and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at <http://www.jamsadr.com/rulesclauses/xpqGC.aspx?xpST=RulesClauses>. Copies of JAMS Rules and Procedures will also be emailed to Coaches upon request to the SuperDraft Customer Support Department (support@superdraft.io). Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases.
- The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- The Parties shall be allotted equal time to present their respective cases.
- An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.

52.3 Arbitration Opt-Out. A Coach who does not wish to be subject to this Arbitration provision may opt-out by notifying SuperDraft in writing of his/her desire to opt-out of this Arbitration provision within 30 days of the Coach's execution of the Agreement. The opt-out notice shall be sent via email to support@superdraft.io. If a Coach opts-out of arbitration, jurisdiction and venue for the dispute shall be in Salem, State of New Hampshire, and the dispute shall be governed by the laws of the State of New Hampshire, without regard to principles of conflicts of laws.

52.4 Actions Not Subject to Arbitration. Once the Parties have exhausted efforts to resolve their dispute through the informal negotiation and mediation procedures listed above, any remaining disputes and claims that arise from, or relate to, the agreement between Coach and SuperDraft, the SuperDraft business, and/or the relationship between SuperDraft and Coach, shall be arbitrated pursuant to the arbitration provision in this policy. Notwithstanding the foregoing, the following claims may be, but need not be,

resolved through confidential binding arbitration:

- Claims by Coaches who have properly opted out of the arbitration provision.
- Claims that are within the jurisdictional limit of the small claims court in jurisdiction in which the Coach resides.
- Claims seeking only Public Equitable Relief that is authorized by state or federal statute and such relief is not available through arbitration.

52.5 Confidentiality. Disputes shall remain confidential between the Company and the Coach in question. With the exception of discussing the claims with bona fide witnesses to the dispute and the party's legal counsel, neither party nor its agents shall verbally or in writing discuss, publish, or otherwise disseminate any information relating to the dispute. This includes, but is not limited to, discussing claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute with or to any third party. A prohibited disclosure can be via any medium including, but not limited to, verbal disclosure, disclosure via the internet, social media, or blog platform. Prohibited disclosures include those made prior to, during, or after any phase of the dispute resolution process. The only exceptions to this confidentiality provision are contained in this dispute resolution policy. Notwithstanding this confidentiality obligation, it shall not be a violation of this confidentiality provision if the Company discloses the final resolution of the dispute and/or any disciplinary measures taken by the Company to the Sponsor and upline of the Coach with whom it had the dispute.

52.6 Liquidated Damages for Breach of the Confidentiality Obligation. If a Party violates its confidentiality obligations under this arbitration provision, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, agents, or a proxy of a party breaches the confidentiality provision of this dispute resolution provision, the following shall apply:

- The non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, or \$50,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence, claims or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. **The Parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND**
- **Breach of the confidentiality provision by disseminating or publishing information described in subparagraph 52.5. above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and/or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.**

52.7 Emergency Relief. Notwithstanding the foregoing, nothing in the Agreement shall

prevent either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information. The parties agree that any violation of the Nonsolicitation provisions (policy 26) or Confidential Information provisions (policy 27) of these Terms & Policies shall entitle SuperDraft to emergency and permanent equitable relief because: (a) there shall be no adequate remedy at law; (b) SuperDraft shall suffer immediate and irreparable harm should such policies be breached; and (c) if emergency and permanent equitable relief is not granted, the injury to SuperDraft shall outweigh the potential harm to Coach if emergency and/or permanent equitable relief is granted.

52.8 Disputes Not Subject to the Informal Negotiation and/or Mediation Steps. A party need not go through the informal negotiation or mediation steps described above in the following situations:

- **Action to Enforce Arbitration Award or Order.** Either party may bring an action to enforce an arbitration award or order in a court properly vested with jurisdiction including, but not limited to, an order for emergency relief.
- **Petitions for Emergency Relief.** If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this dispute resolution provision without engaging in the negotiation or mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.
- **Public Equitable Relief.** If public equitable relief is authorized by federal or state statute, an action may be brought before a court properly vested with jurisdiction over the parties so long as: (a) the relief sought is limited to public equitable relief that is authorized by federal or state statute; and (b) the public equitable relief is unavailable through arbitration proceedings.
- **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step dispute resolution process prior to imposing disciplinary sanctions for violation of the Agreement.

52.9 Remedies. Remedies available to you under U.S. federal laws, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.

52. 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 SuperDraft 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. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as a Coach. Submit your written opt-out notice to support@superdraft.io.

53. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Policies, the law of the State of New Hampshire without regard to principles 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.

54. Damages for Wrongful Termination. In any case which arises from or relates to the wrongful termination of a Coach's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Coach's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Coach's sole remedy shall be liquidated damages calculated as follows:

- For Coaches earning up to \$10,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of the gross compensation that he/she earned pursuant to the SuperDraft Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Coaches earning between \$10,000.01 and \$20,000.00 during the 12 calendar months prior to termination, liquidated damages shall be in the amount of the gross compensation that he/she earned pursuant to the SuperDraft Compensation Plan in the twenty-four (24) months immediately preceding the termination.
- For Coaches earning more than \$20,000.00 in the 12 calendar months prior to termination, liquidated damages shall be in the amount of the gross compensation that he/she earned pursuant to the SuperDraft Compensation Plan in the thirty-six (36) months immediately preceding the termination.

55. 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 & Policies.

56. Louisiana Residents. The dispute resolution provisions in these Policies shall apply to Louisiana residents with the exception that any litigation or arbitration between the Company and a Louisiana resident Coach may be brought in the Coach's home forum and pursuant to Louisiana law.