

UTHERVERSE™ REAL-WORLD PAYMENT PROGRAM

Utherverse Inc., doing business as Virtual World Web Network (“Utherverse”) operates various online services (e.g. websites, 3D platforms and systems) through which users can purchase or otherwise earn a fictional, revocable, virtual currency (the “World Currency”) held in an account known as a “Trader Account”. Utherverse has established a program that allows qualified users who hold World Currency in their Trader Account to request a real-world payment in consideration for cancellation of the World Currency in their Trader Account, subject to certain terms and conditions.

If you wish to participate in the Real-World Payment Program, please complete and sign the following Application Form (after you read the attached Terms and Conditions for Real-World Payment Program, version 4.10.15) and send the Application Form to Utherverse by scanned and uploaded at <http://www.utherverse.com/Net/Market/PDFOut.aspx> (in PDF format). If your application is accepted by Utherverse, then: (1) Utherverse will send a notice (the “Acceptance Notice”) to you by email; (2) your completed Application Form, the attached Terms and Conditions for Real-World Payment Program and the Acceptance Notice will together constitute a legally binding and enforceable agreement between you and Utherverse as of the date of the Acceptance Notice; (3) Utherverse will pay to you the amount of real-world currency specified in the Acceptance Notice using the payment method specified in the Acceptance Notice; and (4) Utherverse will immediately cancel and delete from your Trader Account the amount of World Currency specified in the Acceptance Notice. Unless and until you receive an Acceptance Notice, you will not be entitled to any payment from Utherverse.

APPLICATION FORM FOR REAL-WORLD PAYMENT PROGRAM

| APPLICANT INFORMATION | | | |
|--|---|------------------------------|--|
| User Name | | Member ID | |
| Legal Name | | Date of Birth | |
| Street Address | | Unit / Apartment | |
| City | | State/Province/Region | |
| Country | | Postal Code | |
| Email | | Telephone | |
| REAL-WORLD PAYMENT INFORMATION | | | |
| Requested Maximum Real-World Payment Amount | USD\$ | | |
| Preferred Payment Method (select one and complete details) | | | |
| Cheque (maximum \$500* per day, Fee \$7.50 USD) | No additional information required | | |
| Wire Transfer (Fee \$35.50 USD) | Name on Bank Account: | | |
| | Bank Account Number/IBAN: | | |
| | Bank Name: | | |
| | Bank Address: | | |
| | Swift/ABA number: | | |

*Valued Traders can withdraw up to \$5000 USD per day, contact marketplace@redlightcenter.com for eligibility requirements.

| | |
|--|--|
| ACHDirect Payment (Fee \$1.00 USD) | Name on Bank Account: |
| | Bank Account Number: |
| | Bank Name: |
| | Bank Account Type (Checking/Savings): |
| | ABA Number: |

TAX-RELATED INFORMATION

A Form W-9 Request for Taxpayer Identification Number and Certification is required for all US Residents. If you have not already completed this form, one will be provided to you by email prior to processing any payment, if applicable.

Following are the kinds of User Content/User Services I have provided/performed:

| | |
|----------------------|--|
| Decorator services | Entertainment services (WG, DJ, dancer, singer, etc.) |
| Designer services | System transfers (profile visits, world logins, uploading materials, etc.) |
| Club Services | Party planner services (weddings, events, etc.) |
| Advertising services | Volunteer services (support, forum moderation, guides, leaders & protectors) |
| Other (describe): | |

I, the above referenced Applicant, request that Uthervers accept my application for a real-world payment in accordance with the Terms and Conditions for Real-World Payment Program (version 4.10.14) attached to this Application Form. I have read, understand and agree to the Terms and Conditions for Real-World Payment Program.

| | | | |
|-------------------|--|--------------|--|
| Signature: | | Date: | |
|-------------------|--|--------------|--|

**TERMS AND CONDITIONS FOR REAL-WORLD PAYMENT
PROGRAM
version 4.10.15**

1. **Applicant Information:** I hereby represent and warrant that: (a) I am the Applicant identified in the attached Application Form, and the information in the Application Form is true and complete; (b) I request that Utherville Inc. (“**Utherville**”) make to me a real-world payment (up to the maximum amount specified in the Application Form) in exchange for the cancellation and deletion of the corresponding amount of World Currency in my Trader Account; (c) I am the sole legal and beneficial owner of my Trader Account and all of the World Currency held in my Trader Account; and (d) I am at least the age of majority in my jurisdiction of residence. Upon request, I will provide further documents and information reasonably required to verify my identity and the other information in the Application Form.
2. **Compliance:** I acknowledge and agree that: (a) I have read, understand and agree to *The Virtual World Web Network Terms of Service*, version no. 7. version date April 11, 2014 (the “**Terms of Service**”), a copy of which is currently available online at www.Utherville.com/terms_of_service.aspx and (b) any false or misleading information in my Application Form or any breach of my obligations under these Terms and Conditions is a material breach of the Terms of Service that may result in serious adverse consequences to me, including termination of my Trader Account and cancellation and deletion of all World Currency in my Trader Account.
3. **Acknowledgement:** I acknowledge and agree that: (a) the World Currency in my Trader Account is fictional, revocable, virtual currency without any value; (b) I have no legal right or entitlement to receive, now or in the future, any real-world payment or other thing of value in exchange for services performed, content provided, or World Currency in my Trader Account; (c) I have used the World Currency system in good faith in accordance with the Terms of Service; (d) I have not and will not use World Currency or any of Utherville’s services for the purpose of transferring money or any other thing of value to any other person; (e) neither the acceptance of this application or anything done pursuant to this application (including a payment to me or the cancellation and deletion of World Currency in my Trader Account) will entitle me to any additional payment or other compensation; and (f) Utherville in its sole discretion will determine whether to accept or reject my application.
4. **Payment/Payment Method:** If Utherville accepts my application, then Utherville in its sole discretion will determine and specify in the Acceptance Notice: (a) the amount of the real-world payment that Utherville will make to me (up to the maximum amount specified in the Application Form); and (b) the payment method that Utherville will use to make the payment to me (selected from the payment methods specified in the Application Form).
5. **Taxes and Forms:** I acknowledge that the real-world payment that Utherville will make to me includes all applicable taxes, and I am solely responsible and liable for promptly remitting to applicable taxation authorities all taxes and other amounts payable in respect of the payment. Utherville may send applicable tax-related forms (e.g. a U.S. Tax Form 1099-MISC) to me by postal mail to my postal address specified in the Application Form.
6. **Cancellation of Virtual Currency:** I acknowledge and agree that: (a) Utherville will cancel and delete from my Trader Account one dollar of World Currency for each dollar of real-world currency that Utherville pays to me; (b) Utherville will put an administrative hold on the applicable amount of World Currency in my Trader Account immediately before Utherville sends the Acceptance Notice to me; and (c) Utherville will cancel and delete the World Currency from my Trader Account before Utherville makes the corresponding real-world payment to me.
7. **User Content/User Services:** I represent and warrant that during my use of Utherville’s services I have provided the User Content and performed the User Services described in my Application Form.
8. **Relationship:** I represent and warrant that I performed User Services, provided User Content and acquired World Currency in my Trader Account voluntarily and without expectation of any real-world payment or other remuneration and as an independent user of Utherville services in accordance with the Terms of Service. I acknowledge and agree that I am an independent contracting party, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between me and Utherville.
9. **Disclaimer:** I acknowledge that, to the fullest extent permitted by law, Utherville disclaims any and all representations, warranties, conditions and guarantees of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, regarding the Real-World Payment Program.
10. **Liability Exclusion:** To the maximum extent permitted by applicable law, in no event and under no circumstances will Utherville or its representatives be liable to me or any other person for any loss or damage whatsoever arising from, connected with or relating to the Real-World Payment Program. This section 10 is a comprehensive exclusion of liability that applies to any and all damages, liabilities, losses, costs and expenses of any nature and kind whatsoever (including compensatory, direct and indirect loss and damages), under any theory, regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by or on behalf of Utherville, even if other remedies are not available or do not adequately compensate for the loss or damage, and even if Utherville has been advised of the possibility of the loss or damage being incurred.
11. **Indemnity:** I will defend, indemnify and hold harmless Utherville and its, directors, officers, employees and representatives from and against all losses, damages, liabilities, claims, actions, suits and proceedings of every nature and kind whatsoever arising from, connected with or relating to my participation in the Real-World Payment Program, any real-world payment made to me by Utherville, or any wrongful act or omission (including breach of these Terms and Conditions) by me.
12. **Governing Law and Dispute Resolution:** This Agreement, the subject matter of this Agreement and all related matters will be governed by, and construed in accordance with,

the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. All disputes between me and Utherverser arising from, connected with or relating to this Agreement, the subject matter of this Agreement or any related matters will be determined by the courts of British Columbia sitting in the City of Vancouver, British Columbia, and I hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts for those purposes.

13. **Miscellaneous:** This Agreement is binding on me and my heirs, executors, administrators, successors and personal representatives. This Agreement will enure to the benefit of Utherverser and its successors and assigns. I will not assign this Agreement. Utherverser in its discretion may assign this Agreement. Upon request by Utherverser, I will do any further acts or things that may be necessary to implement and carry out the intent of this Agreement. In these Terms and Conditions:

(a) headings are for reference only and do not define, limit or enlarge the scope or meaning of these Terms and Conditions; (b) words importing the singular number only include the plural, and vice versa; (c) **“including”** or **“includes”** means including or includes, as applicable, without limitation or restriction; and **“person”** includes an individual, corporation, partnership, unincorporated organization, society and any other legal entity. This Agreement (which is comprised of my completed Application Form, these Terms and Conditions and the Acceptance Notice) and the Terms of Service together set forth the entire agreement between me and Utherverser regarding the subject matter of this Agreement and supersedes all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, regarding the subject matter of this Agreement. This Agreement may be modified only by a written document that states it is an amendment to this Agreement and is signed by me and by Utherverser.