

MODERATOR / DEVELOPER AGREEMENT

[DATE]

The following are the agreed-upon terms pursuant to which you will be volunteering with FiveRP as a Moderator and/or Developer.

1. Duties. This is a volunteer position. This letter agreement is executed as a deed.

As a *Moderator* you will monitor user-posted content on FiveRP's website, including its subdomains and associated domains and servers thereon (collectively, the "Server"), and (a) report, edit, and/or remove user-posted content that is in violation of the rules posted at

<http://forum.fiverp.net/viewforum.php?f=5&sid=235f0a5319c9f03fa52283538a068c1d> ("Prohibited Content") and (b) block users from accessing the Website and/or Server for posting prohibited content or violating server rules (collectively, the "Moderation Duties").

As a *Developer* you will assist with developing graphical and/or technical content for FiveRP, including its website, subdomains, servers and associated domains and servers thereon (Collectively, the "Developer Duties"). You will perform these Duties in accordance with this letter agreement and any instructions and guidelines provided by FiveRP to you from time-to-time. By entering into this letter agreement and performing the Duties, you represent and warrant that (x) you have no contractual commitments or other legal obligations that would prohibit your activities in connection with FiveRP, (y) you will perform the Duties in a good and professional manner, and (z) you have full power, right and authority to enter into this letter agreement. You may not take any action other than (a) and (b) as specified herein, and you may not take any action which FiveRP considers as inappropriate. In case of breach of such prohibitions, FiveRP may terminate this Agreement at any time with notice by email. In such case, upon termination, you may not access Website and/or Server content restricted to Moderators and Developers.

2. Relationship; No Compensation. You understand and agree that this is an unpaid, volunteer position and not an employment relationship. This position is for no specific period of time and will be "at will," meaning that either you or FiveRP may terminate your position and the service relationship at any time and for any reason, with or without cause. Although you must perform the Moderation/Developer Duties in accordance with all terms and conditions contained in this letter agreement, or as otherwise provided by FiveRP to you, FiveRP does not require any specific time commitment for this position (i.e. it is not "full time" or "part time"), and the amount of time you spend performing these Duties is solely at your own discretion. You acknowledge and agree that FiveRP will not pay you any wages or other compensation (including without limitation any equity or ownership share in FiveRP) at any time, now or in the future, under any circumstances, for performing the Moderation/Developer Duties. Any contrary representations that may have been made to you are superseded by this letter agreement. FiveRP may terminate your position and the service relationship with or without notice to you.

3. Proprietary Information. You acknowledge that in the course of performing the Moderation/Developer Duties, you may encounter or otherwise gain access to certain Proprietary Information of FiveRP, and you agree to hold in confidence and not disclose to any third parties in any manner or medium whatsoever or, except in performing the Moderation/Developer Duties, use any Proprietary Information. "Proprietary Information" means all financial, business, legal and technical information of FiveRP or any of its affiliates, suppliers, customers, users, contractors, owners, and employees (including without limitation information about user-posted content, personally identifiable information pertaining to users (such as but not limited to IP addresses, location, and cookie data), team member identities or nicknames (including without limitation other moderators, and regardless of whether such identities or nicknames are real-life or virtual), chat logs, orientation materials, legal or regulatory affairs, operations, marketing, transactions, inventions, processes, materials, code, data, know-how and ideas, whether tangible or intangible, and including all copies and other derivatives thereof), that is previously, presently or subsequently disclosed by or for FiveRP to you or which is otherwise made available to you or which you learn in the course of performing the Moderation/Developer Duties. For the avoidance of doubt, this letter agreement, its terms, and its existence shall

constitute FiveRP's Proprietary Information. Upon termination or as otherwise requested by FiveRP, you will promptly return to FiveRP all items and copies containing or embodying Proprietary Information.

4. Survival. Your obligations under Sections 1, 3, 4 and 5 of this letter agreement shall survive any termination or expiration of this letter agreement.

5. Miscellaneous. This letter agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof. No change, consent or waiver to this letter agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of FiveRP to enforce its rights under this letter agreement at any time for any period shall not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in this letter agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of this letter agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that letter agreement shall otherwise remain in full force and effect and enforceable. This letter agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this letter agreement is in the Federal and Provincial courts located in Toronto, and both parties hereby consent to such jurisdiction and venue for this purpose. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party in a manner indicated by FiveRP.

You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement.

Very truly yours,
FiveRP Development and Moderation Team

By: _____

Title: _____

I have read and accept these terms:

Signature of Volunteer Moderator/ Developer

Name: (PRINT): _____

Address: _____

Email Address _____

Dated: _____