

## CourseCaddie Distributor Agreement

This agreement (the Agreement) is made between Folla Media, LLC also known under the trade name CourseCaddie (or CC) (located in Maricopa Country, AZ - the Company, and the Distributor (also known as Distributor), (The Company and the Distributor are hereinafter collectively, referred to as the Parties) for the purpose of setting in writing the terms of the relationship being proposed to Distributor.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

- 1 Promotional Materials. Company shall make available to Distributor certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Distributor's website (the "Promotional Materials"), and this will also include printed material for counter display that has printed on them a pre-printed customized link and QR code for tracking purposes. Distributor shall display the Promotional Materials prominently and as Distributor sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Company shall grant and make available to Distributor the right to use during the term hereof certain banner advertisements, marketing materials, button links, text links, and/or other graphic or textual material for display and use on Distributor's website (the Promotional Materials); and for featured Distributors that will also include printed material for countertop, printed wall displays, pre-printed labels, etc; that includes on them, a pre-printed unique link and QR code that is used to track downloads for the parties. Distributor shall display the Promotional Materials prominently in as many places as possible within Distributor's website and physical locations, provided that the manner of display shall be subject to the terms and conditions of this Agreement.
- 2 Use of Promotional Materials. Distributor's use and display of the Promotional Materials on Distributor's website, and physical location shall conform to the following terms, conditions and specifications:
  - a Distributor may not use any graphic, textual or other materials to promote Company's website, products or services other than the Promotional Materials, unless Company agrees to such other materials in writing prior to their display.
  - b Distributor may only use the Promotional Materials, and physical displays for the purpose of promoting Company's program (and the products and services available thereon), and for linking to Company's website.
  - c Distributor will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Company. If Distributor wishes to alter or otherwise modify the Promotional Materials, it must obtain prior written consent from Company for such alteration or modification. Distributor will agree not to repurpose any displays provided by Company.

The Promotional Materials will be used to promote Distributor's coded link and/or QR code, that helps identify and track Distributor's downloads from the Apple (APP) store, and Google Play store.

- 3 Advertising and Marketing Guidelines. (Using the CC Marketing Platform). Company's philosophy for users of the marketing platform is for its distributors to reap significant benefits from the CC platform, but to do so, Distributor will need to be thoughtful and unique when offering discounted tee times.
  - a Accuracy. Interstitial Ads and GoldPass Discounts must clearly represent Company, product, service, or brand that is being advertised. Products and services promoted in the ad copy must be clearly represented and the Distributor may not offer or promote any non-golf related products or services. Additionally, ads may not suggest false relevancy to generic offers.
  - b Location Based Marketing. Each Non National Distributor (e.g. Golf Course Distributor) may be given the right on a case by case basis, within their specific territory to send notifications to a golfer's phone or any user that downloads one of our apps using Distributor's coded link. Distributor's specific territory will be defined as an area within a 20 mile radius of the golf course.
- 4 License. Company hereby grants to Distributor a nonexclusive, nontransferable license (the License) to use the CC Marketing Platform, and Promotional Materials and all of Company's copyrights, trademark rights or other intellectual property rights therein or associated therewith as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.
- 5 Intellectual Property. Company and its affiliates retain all right, ownership, and interest in the CC Marketing Platform and Promotional Materials, and any copyright and trademarks within. These rights are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Company or/and its affiliates. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise, to grant Distributor any rights, license, ownership or interest in the Promotional Materials or CC Marketing Platform, or in the underlying intellectual property, other than the rights to use Company assets granted under the License, as set forth in Section 2 and 4, without the written permission of Company or such third party that may own the trademarks displayed in the Application.

Any use of the Company trademarks or logos, or any other copyrighted content belonging to the Company, except as provided herein, is strictly prohibited. You are prohibited from using or authorizing the use of these images or content unless specifically permitted under the Agreement. Any unauthorized use of the images or content may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

Informational content disclaimer policy.

The information and software provided on this web site is provided "as is" and all warranties, express or implied, are disclaimed, including, but not limited to, any implied warranties of merchantability, merchantability of any computer program or software, fitness for a particular purpose, accuracy of informational content, or system integration, or non-infringement. Folla Media LLC is not liable for any indirect, special, incidental, loss of

business, loss of profits or consequential damages, whether based on breach of contract, breach of warranty, tort, negligence, product liability or otherwise, even if advised of the possibility of such damage.

#### Distributor's Conduct.

Distributors agree to not use Company's web site to:

- (a) upload, post, or transmit any informational content that is unlawful, threatens another person or entity, defamatory, vulgar, obscene, libelous, invades the privacy of another, or is otherwise objectionable;
- (b) harm legal minors;
- (c) collect personal information on, cyber stalk or harass another user, or engage in conduct that negatively affects the online experience of another user;
- (d) impersonate another user, person, or entity, including any official or employee of Folla Media LLC;
- (e) intentionally or unintentionally violate any local, state, or federal law, including violations of the Copyright Act;
- (f) upload, post or transmit any software or files that contain software viruses or other harmful computer code;
- (g) interfere with the operation of Company's web servers or other computers or Internet or network connections;
- (h) upload, post or transmit any informational content that is the copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another;
- (i) upload, post or transmit and unsolicited or unauthorized advertising, including "spam" or "junk mail."

- 6 Relationship of Parties. Distributors are afforded certain access to golfers, and a marketing platform that the Company owns, or has right to. Whereas the Company is provided with location space within the Distributors' physical and web site locations to promote its Golf GPS Apps, and related features. There is no cost to either party and both parties consider the relationship to be an equitable exchange for value. In the case of National Distributors, these Distributor types will receive a percentage of the gross profit of each (one time) download fee.
- 7 Duties of Distributor. Distributor will maintain, during the term of this Agreement, a public website which allow customers to view advertisements and marketing material for Products provided by and/or approved by Company and to click-through to Company's website or Company sponsored promotional materials using hyperlinks.  
No resale. Distributor agrees not to reproduce, copy, duplicate, or sell any portion of Company's web site.
- 8 National Distributors' Commissions. (not applicable to Golf Courses, or locally based companies)
  - a In exchange for distributing Company apps, and displaying of Promotional Materials, and for National Distributor's compliance with and performance of the

terms and conditions of this Agreement, Company shall pay to Distributor an agreed upon commission (the Commission) in the amount of a percentage of gross profit sold to an end user (Golfer) that accesses Company's App Store pages through a link on Distributor's website. Commission will be based on the amount collected by the Company for the originating download of that user.

- b Company shall use its best efforts to keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Distributor. Distributor shall be given reasonable access to these records through their own dashboard and login area. Best efforts by Company will be made to resolve any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Distributor in any period or periods within 30 days of verifying such discrepancy.
- c Commissions are held for a period of 2 months from any purchase to protect Company in the event of any chargeback that may occur. Company shall pay all Commissions accrued and payable to Distributor within 7 days of the first day of each month (the Commission Payment Date). If on any Commission Payment Date, the amount of total Commissions accrued and payable to Distributor is less than \$250.00, then such accrued and payable balance shall be held over to the following month, and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is held over for 3 consecutive months, then Company shall pay all accrued and payable Commissions to Distributor in the third month, regardless of the total amount owed. Payment will be made via Paypal, or Distributor can request a Company check.
- d In the event that Distributor materially breaches this Agreement and Company terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to Distributor shall be forfeited, and Company shall not be obligated to pay such Commissions to Distributor.
- e At Company's discretion, any costs incurred by Company on behalf of Distributor will be subtracted from commissions until paid.

9 Distributor's Representations and Warranties. Distributor represents and warrants the following:

- a Distributor has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b Distributor's website does not contain any materials that are, in Company sole opinion:
  - i Sexually explicit, obscene, or pornographic;
  - ii Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
  - iii Graphically violent, including any violent video game images; or
  - iv Solicitous of any unlawful behavior.
- c Distributor has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Distributor's website. Nothing on Distributor's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such in-

fringement, nor does Distributor have any reason to believe that any person or entity will bring or threaten such a claim in the future.

- d Distributor will not use the Promotional Materials in any manner other than those set forth in Section 1 and 2 above.
- e Distributor will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
- f Distributor will not publish or otherwise distribute any advertising materials for Distributor's website that reference Company or Company's apps or website unless Company gives prior written consent to the distribution of such materials. Distributor will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's apps and website as specified in this Agreement. Distributor will not register any domain name that incorporates Company's name, or that is confusingly similar to Company's name.
- g Distributor will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Company or Company's website.

10 Indemnification. Distributor shall indemnify and hold Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand, damage, lawsuit, action, complaint, including reasonable attorneys' fees, or other costs arising out of any Distributor's breach of warranties set forth in Section 8 above, as well as Distributor's use of the Service, its connection to the Service, its violation of the Agreement, or its violation of any rights of another. Distributor shall also indemnify and hold harmless Company for any damage, loss or other cost arising out of the use or misuse by Distributor of the Promotional Materials.

11 Confidentiality and Non-Disclosure.

Any information that Distributor is exposed to by virtue of its relationship with Company under this Agreement, which information is not available to the general public, shall be considered to be Confidential Company Information. Distributor may not disclose or use this information for any purpose other than what has been approved in writing by Company; all such use is prohibited, unless compelled by law.

Confidential Information: For purposes of this Section, "Confidential Information" shall mean all non-public, proprietary, technical, financial, commercial and other confidential disclosures and information, whether in oral, written or other form, that Company designates to Distributor as being confidential or which under the circumstances surrounding the disclosure thereof Distributor knows or has reason to know should be treated as confidential, including but not limited to, any business plans, executive summaries, capitalization tables, budgets, financial projections and un-published financial statements; costs, prices, marketing plans and licenses; employee, customer, supplier, shareholder, partner or investor lists; technology, know-how, business processes, trade secrets and business models; notes, sketches, flow charts, formulas, blueprints and elements thereof; source code, object code, graphical design, user interfaces and other intellectual property.

Exclusions: The term “Confidential Information” shall not include information that: (a) is or becomes generally available to the public; (b) was rightfully in Distributor’s possession free of any obligation of confidence; (c) was developed by employees or agents of Distributor independently of and without reference to any information communicated by Company; or (d) was communicated by Company to an unaffiliated third party free of any obligation of confidence.

Any disclosure by Distributor of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by law shall not be considered to be a breach of this Clause; provided, however, Distributor shall provide prompt prior notice to Company to enable it to seek a protective order or otherwise prevent such disclosure, and Distributor shall limit the extent of such disclosure solely to the extent required by such order or law, and it shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof. Distributor has the burden of proving any of the above exceptions. Company has the right to inspect the records of Distributor to determine the source of any information claimed to be within any of the above exceptions.

Obligations of Confidence: Distributor agrees to treat and hold the Confidential Information in the strictest confidence. Distributor shall employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure or use, including but not limited to at least such steps that Distributor takes to protect to its own confidential and highly sensitive information. Distributor further agrees that, without Company’s prior written consent, it will not provide copies of or otherwise disclose the Confidential Information to any person (including but not limited to, media, any corporation, partnership, group, individual or other entity) other than those of its own officers, directors, accountants, attorneys, bankers, agents, employees or other advisors (“representatives”), to whom it needs to disclose such information in order for Distributor to make an evaluation of the transaction with Company. Distributor agrees to inform such persons of the confidential nature of such Confidential Information and to require them to treat such information in accordance with the terms of this Agreement as if they were parties hereto. Distributor shall be responsible for any breach by its representatives of the terms of this Agreement.

Distributor is not allowed to sell, license or otherwise exploit any products or services which embody in whole or in part any Confidential Information, except to the extent expressly permitted in this Agreement. Distributor will take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Distributor shall immediately notify Company of any information that comes to its attention that might indicate that there has been a loss of confidentiality of the Confidential Information. In such event, Distributor shall take all reasonable steps within its power to limit the scope of such loss of confidentiality.

Return or Destruction of Information: Upon Company’s request, Distributor will promptly return or destroy (and certify in writing the destruction of) all Confidential Information

along with all copies, summaries and extracts thereof (including but not limited to any notes, memoranda, notebooks, drawings, reports, records, files, documented sources and object codes and other documents and materials and all copies of reproduction of such materials) in Distributor's possession or under its control.

**Title to Information:** As between the parties, all right, title and interest in and to the Confidential Information shall remain the property of Company.

**No Representation:** Distributor acknowledges and agrees that: (a) neither Company, nor any of its officers, directors, accountants, attorneys, bankers, agents, employees, advisors and other representatives, have made or herein makes any expressed or implied representation or warranty as to the accuracy or completeness of the Confidential Information of Company or any estimates or projections contained therein; (b) neither Company nor its representatives shall have any liability resulting from the use of the Confidential Information, errors therein, or omissions therefrom.

**Non-Compete and Press Releases:** Distributor will not use or disseminate any of the Confidential Information to establish, maintain, create, expand or operate any business that is competitive with Company, as it relates to Company marketing strategies, or to any news reporter or publication or entity or person involved in the entertainment or media fields.

**Damages:** In the event that Distributor breaches any provision of this Section, Distributor therefore agrees that, in addition to any other rights and remedies, Company shall be entitled to injunctive or other equitable relief, without bond or other security unless required by law, in the event of any actual or threatened breach of this Section.

- 12 **Term.**
  - a This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 11.
  - b Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 30 (Thirty) days prior to the intended date of termination.
- 13 **Taxes.** Company shall not be responsible for any taxes owed by Distributor arising out of Distributor's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Distributor.
- 14 **Limitation of Liability.** Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

- 15 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 16 Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 17 Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- 18 Entire Agreement. This Agreement constitutes the entire agreement between Company and Distributor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- 19 Right of First Refusal. In the very near future, the Company will be rolling out a payment app that allows Golfers to get an “express check-in”. Subject to the terms and conditions set forth herein; and the distributor’s willingness to engage in such a service, the Distributor hereby agrees to give the Company first right of refusal before implementing a similar solution with another company. Distributor covenants that it shall not solicit and/or utilize any similar services from any other service providers or this type of service for a period of 18 months from last acceptance of this agreement, without providing the Company with the First Right of Refusal. As used herein, the right of first refusal shall mean that Distributor shall negotiate exclusively with Company for a period of thirty (30) days prior to the termination of this Clause. After such exclusive negotiation period and having acted in good faith, Distributor shall be free to negotiate with any person. The company has 90 days to match the terms of such a service offered to the golf course, by any competitor.

Non-solicitation. Company shall be the sole and exclusive owner of all rights, title and interests to any and all intellectual property rights arising from the performance of this Agreement, including, but not limited to, any copyrights, patent, know-how and otherwise.

Fee Arrangement. In lieu of service payments, Distributor shall provide Company with an appropriate space (to be agreed on with Company’s representative) in its golf shop. Distributor also agrees to promote Company’s services on its website, with the terms and on conditions specifically tailored to each individual Distributor.

Site Preparation, Equipment Installation and Removal. Upon Distributor’s agreeing to the terms of this Section, a detailed installation plan and schedule shall be submitted by Company to Distributor. Distributor shall make the necessary site preparations, including



renovations of its buildings or improvements forming the site for the installation of the equipment. The equipment (such as tablet or iPad) shall be provided by Company on a lease basis, it also shall be solely responsible for the cost of equipment acquisition, delivery, installation, and set-up. This shall be installed at a time and in a manner satisfactory to Distributor. The equipment shall be installed in accordance with the requirements of the Americans with Disabilities Act and any other applicable law, ordinance, or regulation. Removal of the equipment upon expiration of this Clause, including all costs and fees associated therewith, shall be the responsibility of Company. Upon removal of the equipment, Company shall restore the site to as good a condition as previously existed.

**Maintenance.** Company shall monitor the equipment with the frequency agreed to by the parties. Company shall be responsible for performing preventative maintenance and for correcting all related malfunctions.

**Golf GPS Promotion.** At its discretion, the Distributor shall promote the Company's Golf GPS apps, and its related services on Distributor's website, as well as through advertising materials, brochures, location directory, and other marketing materials provided by Company. Company's name, its logos, designs, trademarks and copyright as referred to herein shall remain the property of Company. Company grants Distributor the right to use the above in connection with the services described above; provided, however, that said rights are nonexclusive, non-assignable, and nontransferable.

**Insurance.** For the duration of this Exclusive Service Clause Distributor shall maintain in effect insurance with a carrier of recognized responsibility providing full coverage for equipment loss or destruction. Each insurance policy required by this Clause shall contain the following language: "This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after thirty (30) days prior written notice has been given to Company." Failure to keep insurance coverage may result in Company's terminating its services to Distributor. In the event that insurance does not cover full replacement cost for the equipment provided, Distributor will be responsible for the deficiency part. All insurance proceeds are to be paid to Company.

**Indemnification.** Distributor hereby agrees to indemnify, defend, and hold harmless Company, its officers, agents, contractors, employees, or invitees from any and all loss to the extent caused or incurred as a result of the negligence or other actionable fault of Distributor, its agents, contractors, or employees.