

My Caddy Referral Agreement

This Referral Agreement (this "Agreement") is by and between My Caddy, Corporation., a California corporation (hereinafter "MC"), and the signing party below, a professional golf Independent Contractor (hereinafter "Independent Contractor") entered into as of the date hereof:

RECITALS

- A. WHEREAS, Independent Contractor desires to function as an independent contractor and not an employee of MC;
- B. WHEREAS, the services provided by Independent Contractor are provided directly to players and/or golf courses;
- C. WHEREAS, MC is a referral agency that enters into this Agreement in order to refer Independent Contractor to players and/or golf courses contracting with MC;
- D. WHEREAS, this agreement is meant to set forth the understanding of the parties with regard to the independent contractor relationship between MC and Independent Contractor.

1. SERVICES COVERED

1.01 Description of Services. Independent Contractor agrees to provide professional Independent Contractor services and expert guidance to golf players at golf resorts, golf/country clubs, hotels, and tournaments, on assignments accessed through the My Caddy Platform.

1.02 Method of Performing Services. Independent Contractor will determine the method, details, and means of performing the above-described services.

1.03 Time and Location. The nature of the services requires that Independent Contractor work at various golf courses. Within that limitation, Independent Contractor shall have the right to perform the services in such manner, at such times, and at such locations, as Independent Contractor deems appropriate. MC shall have no right to interfere with Independent Contractor's judgment with respect to the manner, time, and place of performance of the services, so long as any commitments made by Independent Contractor as to any particular assignments are satisfied.

1.04 Equipment and Tools. Independent Contractor will supply and be responsible for maintaining all tools, materials, and equipment required to perform the services under this Agreement.

1.05 No Training or Instructions provided by MC. MC enters into this Agreement based on Independent Contractor's demonstrated ability to perform the services. Consequently, MC will not provide Independent Contractor with any training or instructions with respect to the services. Any such training services that are required may be provided by specific golf

clubs at Independent Contractors discretion.

2. STATUS OF INDEPENDENT CONTRACTOR

2.01 Status of Independent Contractor. As a member of the My Caddy Platform, Independent Contractor enters into this Agreement as, and will remain throughout the term of the Agreement, an independent contractor. Independent Contractor agrees that he or she is not and will not become an employee, partner, agent or principal of MC while this Agreement is in effect. MC is a referral agency only, and as such, Independent Contractor will retain total control over his/her compensation and the manner and means of his/her performance under this Agreement, with the understanding that Independent Contractor warrants and agrees to comply with any and all requirements set forth by the relevant courses or players. Nothing in this Agreement shall be construed to require Independent Contractor to use MC as his/her exclusive source of referrals, it being understood that Independent Contractor may utilize referral sources other than MC. Nothing in this Agreement shall be construed to grant any exclusivity to Independent Contractor, it being understood that MC may refer other persons or entities as it desires under the same or similar terms as set forth in this Agreement. Independent Contractor agrees that he or she is not entitled to the rights, or benefits afforded to MC's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Independent Contractor is responsible for providing, at his or her own expense, disability, unemployment insurance, workers' compensation, and other insurance, training, permits, and licenses for himself or herself and for his or her employees and sub-Independent Contractors.

2.02 Payment of Income Taxes. Independent Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by MC to Independent Contractor for services under this Agreement. On request, Independent Contractor will provide MC with proof of timely payment. Independent Contractor agrees to indemnify MC for any claims, costs, losses, fees, penalties, interest, or damages suffered by MC resulting from Independent Contractor's failure to comply with this provision.

2.03 Right to Engage Assistants. Subject to specific golf course requirements in Section 6 of this Agreement, Independent Contractor shall have the right to engage others to assist in the performance of the services. Independent Contractor shall be solely responsible for paying all compensation owed to any assistants he or she engages and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. Independent Contractor also shall indemnify and hold MC harmless against any and all liabilities attributable to the obligations imposed on Independent Contractor under this Section. The Parties acknowledge that Independent Contractor shall retain the exclusive right to determine which workers Independent Contractor shall engage for these purposes.

2.04 Non-Exclusive Relationship. Independent Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Independent Contractor wishes in his or her sole discretion.

3. BOOKING FEES

3.01 Independent Contractor agrees to pay to MC an individual non-refundable booking fee of \$25.00 per round. Independent Contractor will be provided an electronic invoice for payment when the booking is confirmed.

3.02 Independent Contractor agrees to provide My Caddy with a valid credit card number, expiration date, security code and other information; understands and agrees that My Caddy shall charge Independent Contractor's credit card for all fees and charges owed to My Caddy. Independent Contractor hereby irrevocably authorizes My Caddy to place charges on said account in accordance with this Agreement; and agrees to pay all such charges and fees billed to Independent Contractor's credit card according to the terms of this Agreement. Independent Contractor will immediately give My Caddy new credit card information and an authorization for the new credit card(s) should Independent Contractor cancel the credit card or should Independent Contractor's ability to use the credit card cease for any reason.

3.03 MC, in its sole discretion, may choose to increase or decrease the booking fees at any time. Independent Contractor shall have deemed to have approved any booking fee changes by acceptance of a job containing the new booking fee.

3.04 Independent Contractor will be paid directly by customer for all services provided. Independent Contractor shall have the right to keep any tips or gifts received by Independent Contractor directly from customers. Independent Contractor is responsible for paying any and all income tax liability incurred as a result of compensation received by customers, including any tips or gifts.

3.05 Independent Contractor will be solely responsible for all expenses incurred in performing services under this Agreement.

4. OBLIGATIONS OF INDEPENDENT CONTRACTOR

4.01 Workers' Compensation. Independent Contractor agrees to provide workers' compensation insurance for Independent Contractor's employees and agents, if any, and agrees to hold harmless and indemnify MC for any and all claims arising out of any injury, disability, or death of any of Independent Contractor's employees or agents.

4.02 Liability Insurance. Independent Contractor shall be responsible for maintaining his or her own policy of insurance to cover any negligent acts or omissions committed by Independent Contractor or Independent Contractor's employees or agents during the performance of the services under this Agreement.

4.03 Independent Contractor's Qualifications. Independent Contractor represents that he or she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of MC. This means Independent Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. Independent Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

4.04 No Show or Late Cancellation Reimbursement. Independent Contractor acknowledges that MC is relying on Independent Contractor to show up on time and perform the services in a professional manner. If Independent Contractor fails to show up for a booked Independent Contractor session or cancels booked Independent Contractor sessions with less than 48 hours-notice, MC may elect to terminate this Agreement pursuant to Section 7 of this Agreement. A no show fee of \$100 may also be charged to the Independent Contractor's credit card on file and will be given to the player they canceled or didn't show up for.

4.05 Indemnity. Independent Contractor agrees to indemnify, defend, and hold MC free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees, and costs, that MC may incur as a result of a breach by Independent Contractor of any representation or agreement contained in this Agreement. **INDEPENDENT CONTRACTOR WILL BE REQUIRED TO INDEMNIFY ANY GOLF COURSES, ORGANIZATIONS OR INDIVIDUALS WHO ARE USERS OR CLIENTS OF MC.**

4.06 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Independent Contractor without the prior written consent of MC.

5. OBLIGATIONS OF MC

5.01 Cooperation of MC. MC agrees to comply with all reasonable requests of Independent Contractor necessary to the performance of Independent Contractor's duties under this Agreement.

5.02 Efforts of MC. So long as Independent Contractor is current in its booking fees and makes himself or herself available to perform the services, MC will use reasonable efforts to secure the quantity and quality of assignments desired by Independent Contractor.

5.03 Notice of possible assignments will be sent via electronic communication to Independent Contractor for Independent Contractor to accept. The Independent Contractors are chosen for a job by customer based on their availability for the job and customer preference and ability, as follows:

- **Availability:** Independent Contractor will fill out their calendars electronically, which will allow MC to see when the Independent Contractor is available to work jobs.

- Customer Preference and Ability: MC will select Independent Contractor for jobs based upon the following order: (a) specific requests by a golfer/facility and (b) Independent Contractor's experience and ability to perform the job.
- Current IRS Form W-9 must be provided as well as any other required legal documentation.

6. GOLF COURSE REQUIREMENT NOTICE

6.01 Acknowledgement of Requirements. Independent Contractor acknowledges that each golf course that contracts with MC will have its own requirements Independent Contractor will be subject to in order to perform services provided herein. These requirements include but are not limited to; dress code, training, uniform, professional conduct, experience requirements, and insurance coverage. Independent Contractor acknowledges that he or she must meet these requirements in place by the golf course in order to accept assignments from that golf course. Independent Contractor acknowledges that MC does not make, control, or otherwise create any requirements for any golf course. Independent Contractor agrees to abide by any golf course requirements while providing services at that golf course. In addition, some assignments may be for special events being sponsored by the golf course. Any additional requirements due to a special event will be stated in the email notice of that assignment, and these requirements must be met in order to accept the assignment.

6.02 Golf Course Requirement Notice. Golf course requirements will be as current as practically possible, but MC does not accept any liability for changes in golf course requirements and does not warrant the information.

6.03 After acceptance of an assignment, it will be considered a material breach of this Agreement if Independent Contractor does not abide by the golf course requirements. In addition, Independent Contractor acknowledges that such a failure may result in their inability to be contacted to any such golf course in the future. Independent Contractor acknowledges that MC does not control whom a golf course may request not to receive assignments. Independent Contractor acknowledges that should a golf course request that he or she no longer receive assignments from that golf course, MC must honor the golf course's request. Any such issue will not prevent the Independent Contractor from receiving assignments from other golf courses while this Agreement is still in effect.

7. TERMINATION OF AGREEMENT

7.01 Termination Upon Notice. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

7.02 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events: (a) Bankruptcy or insolvency of either party, (b) Dissolution of the business of either party and (c) Death of Independent Contractor.

7.03 Termination for Default. If either party materially breaches any of provisions of this Agreement, the non-breaching party shall have the right to terminate this Agreement with no advance notice if after providing the breaching party with notice of the breach, the breaching party fails to cure the breach within three (3) days after receipt of the notice of breach. For the purposes of this Section, material breach of this Agreement includes, but is not limited to, the following: (a) Independent Contractor's failure to complete the services specified in Section 1.01 above; (b) Independent Contractor's failure to abide by golf course requirements in Section 6 of this Agreement; or (c) Material breach by either party of any representation or agreement contained in this Agreement.

8. GENERAL PROVISIONS

8.01 Notices. Any notice under this Agreement must be in writing and shall be effective upon delivery by hand, receipt of email or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to MC or to Independent Contractor at the corresponding address below. Independent Contractor shall be obligated to notify Company in writing of any change in his or her address. Notice of change of address shall be effective only when done in accordance with this Section. MC 's Physical Notice Address: My Caddy, ATTN: Richard Iorio, P.O. Box 27521, San Diego, CA 92198. MC's email address: rich@mycaddy.org.

8.02 Limitation of Liability. MC does not warrant or guarantee that the referral of Independent Contractor pursuant to this Agreement will produce any particular result, including but not limited to, engagement of Independent Contractor by the client/customer. Accordingly, Independent Contractor acknowledges and agrees that MC is not responsible for any aspects of the Independent Contractor's provision of services or payment, including, without limitation, liability for payment by the customer or golf club. Because MC serves only as a referral service, MC shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Independent Contractor, including, but not limited to, the services provided; (ii) for any indirect, special or consequential damages claimed by Independent Contractor (including, but not limited to, personal injury, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise; and/or (iii) for any indirect, special or consequential damages claimed by the client/customer arising from Independent Contractor's provision of caddy services (including, but not limited to, personal injury, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Independent Contractor shall indemnify MC and hold it harmless against and from any such claims made or brought by clients/customers and/or third parties, including any and all costs incurred in connection with defending and/or resolving such claims, including but not limited to reasonable attorney fees and costs.

8.03 Payment of Monies Due to Deceased Independent Contractor. If Independent Contractor dies before completing the services under this Agreement, any monies due

Independent Contractor from MC under this Agreement as of the date of death will be paid to the Independent Contractor's executors, administrators, heirs, personal representatives, successors, and assigns.

8.04 Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the award. Subject to the foregoing sentence, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. The fees of the arbitrator shall be split between both parties equally. The Parties agree that this Section shall survive the termination of this Agreement.

8.05 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Independent Contractor and MC and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. This Agreement may not be amended except by an instrument in writing signed by each of the parties.

8.06 Partial Invalidity/Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.07 No Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing, specifies it is a waiver, and is signed by the party waiving the breach, failure, right, or remedy.

8.08 Attorney's Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

8.09 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

8.10 Force Majeure. Neither party shall be liable for any damages or other losses resulting from failure to perform its obligations under this Agreement where such failure is the result of a cause beyond the party's reasonable control.

8.11 Right of Review by Counsel. Independent Contractor acknowledges that he or she has

had the opportunity to consult legal counsel about this Agreement, he or she has read and understands this Agreement, he or she is fully aware of its legal effect, and that he or she has entered into it freely and voluntarily and based on his or her own judgment and not on any representations or promises other than those contained in this Agreement.

8.12 Non-Circumvent. During the term of this Agreement, Independent Contractor agrees that it will not pursue a direct relationship with the MC's previous, current or potential clients. Independent Contractor also agrees that it will not have any conversations with the Company's previous, current or potential clients for any purpose other than to fulfill the Independent Contractor's obligations under this Agreement.

8.13 Confidentiality.

- (a) Independent Contractor acknowledges that Independent Contractor may receive and otherwise be exposed to knowledge, information and materials of Company, including, but not limited to, designs, discoveries, inventions, know-how, products, computer programs, procedures, improvements, developments, drawings, notes, documents, methods, processes, trade secrets, and information regarding plans for research, development, new products, marketing and selling business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of employees of the Company, and that all such knowledge, information and materials and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of Company (collectively "*Confidential Information*").
- (b) Exceptions. For purposes of this Agreement, Confidential Information will not include, and the obligations provided under this Agreement will not apply to, information that: (a) is now or subsequently becomes generally available to the public through no fault of the Independent Contractor; (b) the Independent Contractor can demonstrate was rightfully in its possession prior to disclosure by Company; (c) the Independent Contractor can demonstrate is independently developed by the Independent Contractor without the use of or access to any Confidential Information provided by the Company; (d) the Independent Contractor rightfully obtained or obtains from a third party who has the right, without obligation to the Company, to transfer or disclose such information; or (e) is released or approved for release by the Company without restriction.
- (c) Ownership. Independent Contractor agrees that all Confidential Information, whether presently existing or developed in the future, whether or not patentable or registrable under copyright law, will be the sole property of the Company and its assigns, and that the Company and its assigns will be the sole owner of intellectual property and other rights in connection with such Confidential Information.

By signing this Agreement, Independent Contractor agrees to all terms and conditions contained herein.

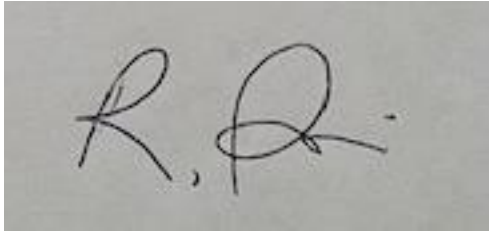
Independent Contractor

Signature: _____

Name: _____

Date: _____

My Caddy, Corp.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "R. Iorio" written in a cursive style.

Name: Richard Iorio

Title: President

Date: _____