

CLIENT - REFERRAL AGENCY AGREEMENT

This Client -Referral Agency Agreement (“Agreement”) is entered into as of the date hereof between (“Client”) and My Caddy, Corp. (“we”, “us” or “My Caddy”).

1. Nature Of Services.

- (a) Client is a player, country club, golf course, or recipient of Services.
- (b) Client desires to hire a professional golf Independent Contractor (hereinafter "Independent Contractor") 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. My Caddy is a referral agency and will make reasonable efforts according to applicable law to refer Independent Contractors to Client. However, Client understands and agrees that hiring an Independent Contractor is ultimately Client’s decision, and that signing up with or paying My Caddy does not guarantee that My Caddy will have any suitable Independent Contractors available for Client.
- (c) You may not use the Services, or information obtained from My Caddy or the Services, for the purposes of circumventing or attempting to circumvent My Caddy’s referral Services, including for the purpose of avoiding the obligation to pay fees related to My Caddy’s provision of the Services.

2. Client Is Not Caddie’s Employer.

My Caddy is not a party to any agreement made between Client and an Independent Contractor. Client understands and agrees that the Independent Contractor’s work schedule, compensation, and the method, manner and means of employment, and any other terms and conditions of employment, will be determined by Independent Contractor. My Caddy will not be responsible for the Independent Contractor’s direction, supervision, control or compensation, and My Caddy and Client are not the Independent Contractor’s employer. Under no circumstances shall Independent Contractor look to Client as his/her employer, or as a partner, agent or principal. Independent Contractor shall not be entitled to any benefits accorded to Client’s employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Independent Contractor shall be responsible for providing, at Independent Contractor’s expense, and in Independent Contractor’s name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting and/or providing the Services.

3. Confidential Information.

Each party shall maintain, in the strictest confidence, all Confidential information (as defined in the next sentence) of the other party. “Confidential Information” means all (i) non-public information (at the time of disclosure) disclosed by one party to the other party under this Agreement, provided such information is marked or indicated by the disclosing party to be confidential; (iii) and any information which ought reasonably be considered confidential with

regard to the circumstances surrounding disclosure, whether or not such information is marked “Confidential”.

In the event a party is required to disclose Confidential information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential information.

Each party receiving Confidential information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents and such party agrees to indemnify and hold harmless the other party from and against any liabilities, claims, damages, losses, costs and expenses resulting, directly or indirectly, from any breach by a party, or any of its employees or independent contractors, or any provision of this Agreement. The obligations of this Section shall survive termination of this Agreement for a period of 3 years.

4. Fee Schedule.

In the event Client engages the services of a Independent Contractor referred by, introduced by, or otherwise found through the My Caddy Platform, at any time within one year of the date of My Caddy’s referral or introduction of the Independent Contractor to Client, Client agrees to pay My Caddy its full fees according to the following schedule:

- (a) Client agrees to pay My Caddy a non-refundable booking fee totaling \$25.00 per Independent Contractor round, excluding gratuity, for each Independent Contractor Client employs or otherwise engages. Client acknowledges and agrees that the booking is reasonable, negotiable, and based on a fixed percentage of the job cost. Client agrees to pay My Caddy all fees owed pursuant to this Agreement and in any case by no later than the Independent Contractor’s completion of services for the Client.
- (b) My Caddy, in its sole discretion, may choose to increase or decrease the booking fees at any time. Client shall have deemed to have approved any booking fee changes by acceptance of services containing the new booking fee.
- (c) Independent Contractor will be paid directly by Client for all services provided. Independent Contractor shall have the right to keep any tips or gifts received by Independent Contractor directly from Client. Independent Contractor is responsible for paying any and all income tax liability incurred as a result of compensation received by Client, including any tips or gifts.
- (d) Client acknowledges that My Caddy is relying on Client to maintain appointments so that the Independent Contractor can perform services in a professional manner. If Client fails to show up for a booked Independent Contractor session or cancels booked Independent Contractor sessions with less than 48 hours notice, a no show fee of \$50 will be charged to Client.

- (e) Client understands and agrees that My Caddy's invoices are due and payable upon My Caddy's transmission of the invoice to Client, and will be considered delinquent if not paid within 10 days of transmission of the invoice to Client. Client understands and agrees that Client's hiring or other engagement of a Independent Contractor referred by My Caddy will constitute Client's acceptance of the terms and conditions of this Agreement even if Client does not return this executed Agreement to My Caddy.
- (f) Client 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 Client's credit card for all fees and charges owed to My Caddy if Client fails to pay all fees and charges in a timely manner according to the terms of this Agreement; 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 Client's credit card according to the terms of this Agreement. Client will immediately give My Caddy new credit card information and an authorization for the new credit card(s) should Client cancel the credit card or should Client's ability to use the credit card cease for any reason.
- (g) Except as otherwise stated in this Agreement, all fees are non-refundable, earned in full, and due and payable according to the terms of this Agreement. If any fees or portions thereof are not paid when due, My Caddy will charge interest on the unpaid amount of the fee. Interest will be calculated by multiplying the unpaid balance by the periodic rate of .833% per month (TEN PERCENT [10%] ANNUALLY). The unpaid balance will bear interest until paid. If Client's account is turned over to an agency or other person or entity for collection, all fees and interest, including but not limited to attorney's fees and costs, incurred relating to the collection activity will be added to Client's original balance, become payable to My Caddy according to the terms of this Agreement, and Client agrees to pay My Caddy all such fees, costs, and interest. Finally, Client agrees to pay My Caddy all charges My Caddy incurs if Client's check or other payment is returned or refused for any reason.

5. Replacement Policy.

In the event a referred Independent Contractor is unable to provide services on a specific day, My Caddy will make reasonable efforts according to applicable law to find a suitable replacement Independent Contractor for Client. My Caddy will not be held liable if, using reasonable efforts, My Caddy is unable to find another Caddie for Client.

My Caddy's obligation to refer a replacement Independent Contractor is expressly conditioned on Client's (1) satisfaction of all of its obligations under this Agreement, including but not limited to payment of all My Caddy's fees and charges in a timely manner; (2) notification to My Caddy within 48 hours of the Independent Contractor's inability to provide its services; (3) abiding by all applicable laws and regulations; (4) not materially changing the Independent Contractor's job duties; and (5) not engaging in any acts of harassment, abuse, or moral turpitude. If Client fails to satisfy all of these aforementioned conditions, My Caddy shall have no further obligations to provide a replacement Independent Contractor to Client.

6. Disclaimer/Indemnity/Limitation of Liability.

Except as expressly stated in this Agreement, My Caddy assumes no liability or responsibility for, and makes no express or implied guarantees, representations or warranties about, any information, material, services, referrals, Independent Contractors (including but not limited to the qualifications or performance of Independent Contractors) it provides to Client. Client's use of My Caddy's services is at Client's own risk. Additionally, My Caddy does not employ or exercise control or discretion over Independent Contractors or any person referred by My Caddy to Client, and disclaims all responsibilities for such individuals' conduct, misconduct, negligence or omissions.

Client agree to indemnify, defend and hold harmless My Caddy and its Affiliated Parties from and against any and all claims, losses, expenses, demands or liability, including attorneys' fees and costs incurred by My Caddy and its Affiliated Parties in connection with any claim by a Independent Contractor and/or third party (including an intellectual property claim) arising out of (i) Client's use or misuse of the Services, (iii) Client's violation of this Agreement, (iv) Client's interactions with or conduct towards any third party; (v) Client's interactions with or conduct towards any Independent Contractor, and/or (vi) Client's violation of any applicable law, rules or regulations (collectively "Claims"). Claims may include, but are not limited to, allegations/claims related to: violations of local, state or federal law, whether based on tort, contract, labor/employment or otherwise; violations of public policy; and/or administrative claims. Client agrees that they will cooperate as reasonably requested by My Caddy in the defense of such claims. My Caddy and its Affiliated Parties reserve the right to assume the defense and control of any matter otherwise subject to indemnification by Clients, however, My Caddy will not resolve a Claim subject to indemnification by Client without Client's express written approval.

In no event shall either party be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind. Furthermore, a party's aggregate liability for damages of any kind under this Agreement – excluding Client's potential financial responsibilities in Section 4 of this Agreement; the fees, costs and interest related to collections as referenced in Section 4 of this Agreement; and the indemnity, defense and hold harmless provision Section 6 of this Agreement – shall be limited to the amount of the fees received by or owed to My Caddy from Client, whichever is greater. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law.

7. Termination.

Either party may, in its sole discretion, for any reason or no reason, with thirty (30) day notice terminate this Agreement. In the event of a material breach, this Agreement may be terminated immediately, provided the breaching party was provided (10) day notice to cure the material breach and failed to do so. Upon the termination of this Agreement, neither party shall have any further duties or obligations under the terms of this Agreement, except that Client shall make prompt payment for any outstanding fees owed to My Caddy under Section 4.

8. Arbitration.

In the event of any dispute or controversy arising out of, or relating to, this Agreement, the parties hereto agree to submit such dispute or controversy to arbitration in accordance with the California Code of Civil Procedure Sections 1280 *et seq.* The sole arbitrator shall be selected from the list (the “**List**”) of arbitrators supplied by the J.A.M.S. San Diego County, California office, or any successor entity, or if it no longer exists, from a List supplied by the American Arbitration Association (“**JAMS**”) following written request by any party hereto. If the parties hereto after notification of the other party to such dispute cannot agree upon an arbitrator within thirty (30) days following receipt of the List by all parties to such arbitration, then either party may request, in writing, that JAMS appoint an arbitrator within ten (10) days following receipt of such request (the “**Arbitrator**”). The arbitration shall take place in San Diego County, California, at a place and time mutually agreeable to the parties or if no such agreement is reached within ten (10) days following notice from the Arbitrator, at a place and time determined by the Arbitrator. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated exclusively in San Diego County, California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this Section. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section, and stipulates that the Arbitrator shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. The decision of the Arbitrator shall be final and binding on all the parties to the arbitration and may be enforced by a court of competent jurisdiction. In addition to attorney's fees as provided in this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses. The costs and fees of the arbitration shall be paid by the non-prevailing party. The Arbitrator may grant any remedy appropriate including, without limitation, injunctive relief or specific performance. Prior to the appointment of the Arbitrator, any party may seek temporary equitable or injunctive relief from the San Diego County Superior Court which shall be effective until a final decision is rendered by the Arbitrator.

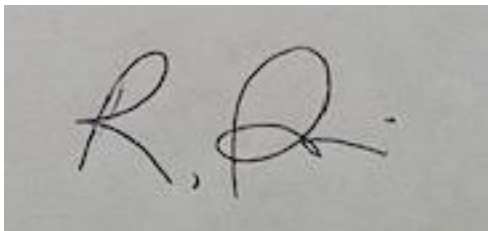
9. General Provisions.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in San Diego County, California.
- (b) This Agreement is entered into by My Caddy and Client without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein.

- (c) This Agreement constitutes the entire agreement between My Caddy and Client and supersedes all prior oral and written agreements between My Caddy and Client with respect to the subjects covered in this Agreement.
- (d) This Agreement shall not be amended or modified except in a mutually agreed upon writing signed by Client and an authorized representative of My Caddy expressly stating an intent to modify or amend this Agreement.
- (e) Client represents that they have carefully read and fully understand the scope and effect of all of the provisions of this Agreement; that they have had all such time that they desire within which to consider this Agreement; that they have had the opportunity to consult with an attorney of their own choosing and at Client's own expense to review this Agreement; and that Client has availed itself of this opportunity to the extent, if any, that he or she wished to do so.
- (f) The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable. Furthermore, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.
- (g) This Agreement may be executed in counterparts, including using electronic signatures, each of which shall be deemed to be an original. Failure or delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any right, remedy, power or privilege.
- (h) Each party agrees that the other party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes, pandemics, epidemics and or acts of God) that prevent the party from meeting its obligations under this Agreement.
- (i) The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the parties against one another relating to the subject matter of this Agreement.
- (j) Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- (k) Sections 3, 4, 6, 8 and 9 of this Agreement shall remain in effect even after termination of this Agreement.

The parties hereby certify, represent and warrant that they have carefully read this Agreement, that they fully understand its final and binding effect, and that they agree to all its terms and conditions.

MY CADDY, CORP.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "R. Q." with a period at the end.

Name: Richard Iorio

Title: President

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____