

## BACK9 - 'User Group' Club Offers

Provider Agreement to discount goods and services for B9 Premium Partnerships

**SpikesOn.com is licensed software distributed by Back9 Solutions LLC (B9). A Golf Club using B9's technology can provide exclusive discounts to groups of Users. The offers will be available on SpikesOn.com App/Web and when relevant on B9's approved corporate partner's digital platforms.**

### Name and Address of KEY Contact *(please complete all information requested in BLOCK capitals)*

Golf Club Name	<input type="text"/>	Title (Mr., Mrs., Ms., Dr, etc.)	<input type="text"/>
Address	<input type="text"/>	First Name	<input type="text"/>
	<input type="text"/>	Last Name	<input type="text"/>
	<input type="text"/>	Position	<input type="text"/>
City	<input type="text"/>	Office Tel:	<input type="text"/>
Province/State	<input type="text"/>	Mobile:	<input type="text"/>
Post/Zip Code	<input type="text"/>	Fax:	<input type="text"/>
Country	United Arab Emirates	Email:	<input type="text"/>
Website:	<input type="text"/>		

### Please provide a SECONDARY contact who can approve amendments and additions to the Offer(s) in the event the Key Contact is unavailable (optional)

Address - please tick (✓) if same as above	<input type="checkbox"/>	Title (Mr., Mrs., Ms., Dr, etc.)	<input type="text"/>
Address (if different)	<input type="text"/>	First Name	<input type="text"/>
	<input type="text"/>	Last Name	<input type="text"/>
	<input type="text"/>	Position	<input type="text"/>
City	<input type="text"/>	Office Tel	<input type="text"/> <input type="text"/> <input type="text"/> x <input type="text"/>
Province/State	<input type="text"/>	Mobile	<input type="text"/>
Post/Zip Code	<input type="text"/>	Fax	<input type="text"/> <input type="text"/> <input type="text"/>
Country	<input type="text"/>	Email	<input type="text"/>

In this agreement, "you" refers to the entity provided in the "Company Name" field above.

## INITIAL OFFER DETAILS for User Groups

**B9 Premium Customers will receive a minimum discount of 5% off Best Available Rate when buying midweek inventory. The minimum 'Rack Rate' discount should be no less than 10% on tee-time inventory.**

Offer ID	VOID		
Term of the Offers	Start date:	End date:	

**Descriptions;  
Golf Discount 1**  
Premium Customer

**Booking Window**  
How many days in advance?

**Weekend Offer?**  
Optional

\*Note this can be a flexible option on the SpikesOn.com Web and App depending on your occupancy

**For marketing purposes, please provide copy that can be used in all promotional material which must have validity for the term of this contract. If you do not supply this information, we assume that approval has been granted to use information found on your website.**

**Description**  
Provide a one to two sentence description about your golf club.

**\*Offer Title**  
(max 6 words)

(A 'Green Fee' discount requires no explanation)

**\*Offer Detail**  
(max 6 words)

(A 'Green Fee' discount requires no explanation)

**Offer Terms and Conditions**  
Include any exclusions or restrictions. The terms and conditions are required under this Agreement.

**\*Any improved discounts to User groups can be uploaded in 'real time' to the SpikesOn.com technology through BACK9 Adminium. A login will be provided to all participating golf clubs.**

Please note that you are solely responsible for ensuring that the Offer Terms and Conditions comply with all applicable laws.

**How can the offer be redeemed? Please tick (✓) all relevant redemption methods and give details**

By Phone  Country code  Area  Number  ext.

By Email

Direct with merchant

SpikesOn.com App & Website

Any additional redemption instructions |

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### Dashboard/Marks/Images/Logos

- B9 will supply secure access to B9 Adminium for all golf clubs on this program. This access is required to upload tee time and discounts to the relevant platforms and provide reconciliation data for accounting.
- Provide B9 with any trade names, trademarks, service names, service marks, logos, taglines, and/or trade dress ("Marks") you wish to be used in connection with the offer. B9 will seek your approval before using your Marks in any marketing material.
- Ensure that you own the copyright or license for your supplied Marks. In providing (or providing access to) any such Marks you (i) warrant that you own the copyright or license for the Marks supplied and (ii) grant to B9 and its partners a non-exclusive, non-assignable, limited license to use the Marks in all marketing material that supports the Offer.
- All images must be in hi-resolution format (Adobe Photoshop, TIFF or EPS file with a minimum of 300 dpi/ppi) Where an image is not provided, an enlarged logo will be placed centrally in the image box.
- Please provide B9 suitable images and logos for use upon signing of this agreement.

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### Provider Terms and Conditions

1. Your completion and submission of this form constitutes your agreement to participate in the Back9 'User Groups' Golf discount program utilizing B9 technology. B9 reserves the right to reject or remove any offers or discounts at its absolute discretion.
2. A contract in relation to the offer will only be deemed to have been formed once this form has been signed on behalf of B9 and returned to you. The contract expires at the end of the Term of Offer. This agreement will be automatically renewed for a new term if B9 does not receive written consent from the provider 30 days before the expiry of the existing agreement.
3. The annual offers shall be exclusive to Back9 and their approved partners premium discount programs.
4. You undertake to use all reasonable endeavors to promote and support the offer to maximize the impact.
5. The offer shall be void where prohibited or restricted by law. You are solely responsible for ensuring that the offer Terms and Conditions comply with all applicable laws.
6. You are solely responsible for honoring the redemption and fulfilment of an offer that was made available on Back9 or it's partner's digital platforms.
7. Either party may terminate this agreement upon thirty days' written notice to the Key Contacts. Upon receipt of a termination notice, either party shall cease promoting the offer and shall redeem only those valid redemptions submitted prior to date on which the termination becomes effective.
8. The parties acknowledge that B9 are the appointed agents in the development and management of offers for any of its partners.
9. You undertake to offer Back9 the benefits detailed above for the Term of the Offer.
10. For the purposes of this clause "Confidential Information" shall mean any and all information in respect of either party's business and financing including, but not limited to, any ideas, business methods, finance, prices, financial marketing development or manpower, plans, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by a party whether disclosed or discovered before or after the date hereof. You shall not use or disclose, or allow to be used or disclosed, any Confidential Information of B9 or its partners which you have received (whether before the date of this agreement and in whatever capacity) without the prior written consent of B9 and/or its partners. B9 and its partners shall not use or disclose, or allow to be used or disclosed, any Confidential Information of yours which B9 and its partners have received (whether before the date of this agreement and in whatever capacity) without your prior written consent. This clause does not apply to information: a) that comes into the public domain other than through unauthorised disclosure by a party; b) that is required to be disclosed by law or regulatory or governmental body to which a party is subject wherever situated; or c) the party to whom it relates has given its consent in writing to the disclosure. At a party's request, the other party will destroy or return any Confidential Information in its possession. The obligations of this clause will continue to apply in full force and effect after the termination or expiry of this agreement.

11. Upon full execution of this agreement, B9 and its partners grants you a non-exclusive, non-assignable, limited license to use the SpikesOn.com.com and/or partner Marks solely for the advertising and marketing purposes set forth in this agreement in accordance with the terms of the agreement. You must obtain B9's prior written approval for any marketing materials you develop that use SpikesOn.com and/or partner Marks. Please allow up to 5 business days for such approvals.
12. You agree to indemnify and hold harmless B9 and their partners, officers, directors, employees, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees and costs of suit, arising out of your: (i) failure to comply with applicable laws and regulations; (ii) unauthorized use of SpikesOn.com.com and/or partner Marks; (iii) negligence or wilful misconduct in connection with your performance of this agreement; (iv) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of a third party; and/or (v) misrepresentation or breach of any warranty, obligation or covenant of this agreement.
13. B9 agrees to indemnify you and hold you harmless from any claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees and costs of suit, arising out of WSP's: (i) subject to clause 6, failure to comply with applicable laws and regulations; (ii) unauthorized use of your Marks; (iii) negligence or wilful misconduct in connection with B9 and partners performance of this agreement; (iv) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of a third party; and/or (v) misrepresentation or breach of any warranty, obligation or covenant of this agreement.
14. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO LIABILITY ARISING UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT OR FOR BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
15. The parties hereby agree that this agreement will be legally enforceable and will be governed by and construed in accordance with the laws of the United Arab Emirates. Each of the parties submits to the non-exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

<b>Accepted and Agreed by:.....</b>		<b>Accepted and Agreed by: Ross Bain</b>	
..... <b>Golf Club</b>		Back 9 Solutions General Trading LLC	
Name (print)		Name	Ross Bain
Position		Position	CEO
Email		Email	ross@back9solutions.com
Signature		Signature	
Date		Date	January 2017