

TRADEMARK LICENSE

1. LICENSE

1.1. License Grant. Golfzon hereby grants to Reseller during the Term, a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Authorized Trademarks in the Territory solely for the purpose of promoting the Products to Reseller's Franchisees. The foregoing license is subject all other terms, conditions, restrictions, and limitations contained in this Agreement.

1.2. No Other Rights. The license granted in Section 1.1 of this Trademark License, does not transfer to Reseller any title to any Intellectual Property provided by Golfzon hereunder, including, without limitation, the Authorized Trademarks. Except as expressly set forth in this Agreement Reseller will not acquire any rights to any Intellectual Property provided by Golfzon hereunder, whether by implication, estoppel, or otherwise.

2. USE OF THE AUTHORIZED TRADEMARKS

2.1. Materiality. Any breach of this Trademark License shall be considered a material breach of the Agreement.

2.2. Compliance. Reseller shall ensure that all uses by, or on behalf of, Reseller of the Authorized Trademarks:

- a) are pre-approved by Golfzon in accordance with Section 2.3 of this Trademark License;
- b) comply with the usage guidelines set forth in Annex 1 attached hereto, as amended by Golfzon upon prior notice to Reseller and any other guidelines as may be provided by Golfzon from time to time (collectively, "**Guidelines**"), including without limitation Golfzon's requirements for use of notice symbols and legends; and
- c) otherwise comply with all applicable Laws and regulations.

2.3. Prior Approval. Reseller agrees not to use the Authorized Trademarks without the prior written approval of Golfzon in each instance (email approval will suffice). Golfzon's approval shall be with respect to usage of the Authorized Trademarks, but Reseller is solely responsible for ensuring that such use is in compliance with this Agreement and all applicable Laws, and for obtaining all other necessary approvals, permissions or licenses from relevant third parties to perform its obligations under the Agreement.

2.4. Golfzon Termination. Golfzon may terminate this Trademark License immediately upon written notice to Reseller if Golfzon reasonably believes that:

- a) Reseller's use of the Authorized Trademarks does not comply with the Guidelines or the Agreement, including without limitation, this Trademark License ;
- b) any information upon which Golfzon relied to grant an approval under Section 2.3 of this Trademark License F turns out to be incorrect or misleading to any degree;
- c) Reseller's use of the Authorized Trademarks(s) is likely to put Golfzon or its Affiliates in jeopardy of any legal claims by any third party;
- d) Reseller's use of the Authorized Trademarks(s) and/or the Approved Designation(s) might adversely affect the rights or interests of Golfzon and its Affiliates, or may otherwise reflect unfavorably on the reputation and goodwill of Golfzon, its Affiliates, or the Products; and/or

e) Reseller, its affiliates, officer(s), employees, agents, or representatives have committed a violation of Law or any other act which, in the sole discretion of Golfzon, brings Reseller and/or its Franchisees into public disrepute, contempt, scandal or ridicule.

ANNEX 1

Authorized Trademark Guidelines

Subject to the Authorized Trademark License and the other terms, conditions, and limitations of the Reseller Agreement, Reseller may use the Authorized Trademarks on promotional materials in a “composite logo” or in a “stand-alone” logo, as set forth herein.

1. Composite Logo. Reseller may use the Authorized Trademarks in a “composite logo,” meaning one (1) Authorized Trademark together with one (1) Reseller Mark in with a designation approved by Golfzon (“**Approved Designation**”). The general guidelines governing “composite logos” are:

- a) The Reseller’s Mark must be of a size constituting at least 80% of the composite logo, while the Authorized Trademarks and Approved Designation must be of a size constituting no more than 20% of the composite logo;
- b) there must be a clear delineation (either a line of separation, or an appropriate space) between the Reseller’s Mark and the Authorized Trademarks;
- c) the appropriate Approved Designation must be used with such composite logo;
- d) there may be no additional graphic elements, tag lines or slogans and no website addresses or other advertising elements included in the Reseller’s Mark or the composite logo.

2. Stand-alone Logo. Reseller may use the Authorized Trademarks alone, with an appropriate Approved Designation, not in a composite logo but in proximity to Reseller’s Marks and in a manner that makes clear the scope and nature of Reseller’s marketing relationship with Golfzon.

3. General Conditions of Use. Reseller’s use of the Authorized Trademarks(s) must comply with the following guidelines:

- a) **No Integrated Logos.** To protect the integrity of the Authorized Trademarks(s) and, no Authorized Trademarks may be incorporated into a single graphic design with Reseller’s Mark or other trade names, logos or other marks or designs.
- b) **Designations.** In no event may Reseller use any Authorized Trademarks in any manner without an appropriate Approved Designation.
- c) **No Usage in Corporate Name, Business Cards, or Company Letterhead.** Reseller may not use the Authorized Trademarks(s) in its corporate name, on its business cards, or on company letterhead; nor in any corporate contract, official corporate document, or any official public record.
- d) **No Usage in URLs; Account Names; and Search Terms.** Reseller may not use the Authorized Trademarks(s) in any URL or in any social media account name or handle. Similarly, Reseller may not purchase any search terms containing all or a portion of any Authorized Trademarks(s). In the event that Reseller uses an Authorized Trademark in any URL, social media account name or handle, or search term, then Reseller hereby assigns the same to Golfzon without further action of the Parties and without the payment of any additional consideration.
- e) **No Usage Directly on Merchandise.** Reseller may not place Authorized Trademarks(s) or Approved Designations directly on merchandise. The only exception to the foregoing prohibition against the placement of Authorized Trademarks(s) or Approved Designations on merchandise is set out in Section 3(f) of this Annex 1.
- f) **Confusion as to Rights.** Reseller may not use Authorized Trademarks in any

manner that is unclear as to the nature and scope of Reseller's rights under this Agreement. Reseller may not use Authorized Trademarks in any manner that is likely to cause confusion as to source of the Products and Golfzon services, Reseller's relationship to Golfzon, or Reseller's or Golfzon's relationship to any third party.

g) Brand Standards. All uses of the Authorized Trademarks(s) by Reseller must be reproduced fully, accurately and without embellishment to the color, design and appearance of the Authorized Trademarks as approved by Golfzon.

h) Confusingly Similar Marks. Reseller may not use any other logo or mark in its promotional, marketing, or advertising materials that is confusingly similar to any Authorized Trademarks.

i) Conformity to Law. Reseller's use of the Authorized Trademarks(s) must comply with all applicable laws and regulations and shall indicate appropriate intellectual property notices.

j) Third-Party Marks. The names and logos of third parties may not appear on Reseller's promotional materials bearing Authorized Trademarks(s).

k) No Endorsement. Reseller shall not use the Authorized Trademarks(s) to represent to any third party or to the general public that Reseller's products and/or services have been "tested," "selected," "approved," "warranted" or "preferred" by Golfzon, or any other representation of similar import.

l) Comparative Advertising. Reseller shall not make any comparative claim in promotional, marketing, or advertising materials using Authorized Trademarks(s) naming a competitor of Golfzon or Reseller, nor such a competitor's products or services.

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