

VIRTUAL GOLF COURSE

This agreement will serve to define the general terms and conditions applicable to the relationship between **TrackMan A/S** ("TrackMan") and **Pokegama Golf Course** ("you" or the "Customer") (individually a "Party" and collectively the "Parties", "we" or "us"), whereby TrackMan agrees to prepare and develop a virtual version (the "Rendering") of the Customer's golf course located at **3910 Golf Course Rd. Grand Rapids, MN 55744** (the "Facility") and make the Rendering available to the Customer's members as further described below.

TrackMan undertakes specifically to:

- (a) source the necessary information to create the Rendering (including a drone flyover of the course at the Facility, if data is not available in public records);
- (b) if requested by the Customer, create a data package consisting of 3 pictures per hole (top-down, tee-shot view and looking down from the side) to facilitate the Customer's creation of new course guides, web materials etc.; and

(collectively the "Services")

against your agreement to:

- (a) grant TrackMan access to the Facility, if there is a need to carry out a drone flyover of the course in order to create the Rendering;
- (b) conduct a simple photo survey of the golf course (½ day work by any golf shop staff, see guideline in Appendix A) and provide simple course details to support creation of the Rendering; and
- (c) payment of the Contract Sum (see section 3)

Initials

1. Time schedule. TrackMan expects to complete all work required for the Services to be considered delivered on **10.1.2022** ("Completion Date"). The Completion Date is valid for 30 calendar days from the date of this agreement. Beyond that time, TrackMan and the Customer must agree on a new Completion Date.

It usually takes 6-8 weeks to build, test and release the Rendering after (i) the drone flyover has taken place, and (ii) the photo survey has been completed. The ability to hire a qualified drone pilot and agree on proper date for droning with the Customer may therefore affect the Completion Date. TrackMan and the Customer will use commercially reasonable efforts to ensure that key actions and deliverables are completed according to the agreed time schedule.

On Completion Date, TrackMan will share the Rendering in order to allow the Customer to provide feedback. After TrackMan has taken the feedback and made one or more changes, the Customer is allowed one final round of feedback. Based hereon, TrackMan will make final edits and the Rendering will be completed. The Services shall be deemed delivered (the "Delivery") to the Customer upon TrackMan's written notification to the Customer that the Services have been made available.

2. License type.

The Customer hereby grants TrackMan a royalty free license to (i) use the Rendering, including the name of the Facility, in all TrackMan apps, software programs and commercial services, including but not limited to the TrackMan Basic Range App, TrackMan Simulator, the TrackMan Tournament platform, and any type of Broadcast use. This provides TrackMan with the option (but not the obligation) to make the Rendering available to users of TrackMan products, worldwide.

The license is non-terminable for an initial term of 20 years from the Time of Completion (the Initial Term"). The Initial Term is automatically extended with periods of 12 months at the end of the Initial Term and on each annual anniversary hereafter. The license may only be terminated by the Customer without cause with 3 months' prior written notice to TrackMan with effect as of the end of the Initial Term or the end of any subsequent extension period, as the case may be.

3. Terms of Payment.

Stand-Alone: In consideration of the Services, the Customer shall pay to TrackMan a contract sum of **USD 15,000** in total, payable in two tranches as follows:

- **USD 7,500** (the "Sign-On Fee") due for payment not later than 14 days after the date of this agreement; and
- **USD 7,500** due for payment not later than 14 days after the date of Delivery.

All amounts are exclusive of any VAT, taxes or duties (e.g. sales tax or import duties). If the Customer is required to make any tax deduction or withholding from any payment to TrackMan under this agreement, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that TrackMan receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

In the event of delayed payments interest at a rate of 1 % per commenced month shall accrue on the outstanding amount.

4. Consequences of termination. Any rights granted by the Customer to TrackMan under section 2, if any, shall terminate and TrackMan shall remove the Rendering from all TrackMan apps and TrackMan software not later than on the effective date of any termination in accordance with section 2, unless otherwise agreed by the Parties.

5. Confidentiality. All information and any physical material provided by TrackMan to the Customer, including information in connection with the execution and completion of the Services shall be considered confidential information of TrackMan, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of this agreement. The Customer agrees to treat any confidential information of TrackMan as strictly confidential and not to disclose such information except as required by law or as otherwise permitted under this agreement. The Customer's confidentiality obligation shall survive termination of this agreement (whatever the cause).

6. General limitations of liability. TrackMan shall in no event be liable for any loss or damage arising, directly or indirectly, from the use of the Services provided by TrackMan, including any product liability, and/or for any indirect or consequential loss or damages of any nature whatsoever, including but not limited to loss of profits, loss of interest or other losses sustained by the Customer or third parties arising out of the use or inability to use the Services.

TrackMan's aggregate liability whether in contract, warranty, tort or otherwise, arising out of or connected with the performance or non-performance of this agreement shall in no event exceed the amount paid by the Customer pursuant to this agreement.

7. Force Majeure. The following circumstances shall be considered as grounds for relief if they impede the performance of this agreement or make performance unreasonably onerous: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by subcontractors and labour disputes.

Notwithstanding the above, either party shall be entitled to immediately terminate this agreement by notice in writing to the other party if performance of this agreement is delayed more than 3 months by reason of any grounds of relief as described above. In case of termination: (a) TrackMan shall immediately cease all further work; (b) TrackMan shall leave the Facility; and (c) TrackMan shall remain entitled to the Sign-On Fee.

8. Termination for cause. Either Party shall at any time be entitled to terminate the agreement by prior written notice with immediate effect in the event that:

- (a) the other Party is in material default of its obligations under the agreement (including, for the avoidance of doubt, of any and all default of a payment obligation) and fails to fully remedy the default within 14 calendar days following receipt of written notice describing in reasonable detail such default; or
- (b) the other Party has filed for insolvency, is declared bankrupt, or is adjudicated or found to be, insolvent or stops or suspends payments of its respective debts or is unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any voluntary arrangement or any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to such Party under any law regulation or procedure relating to reconstruction or adjustment of debt.

9. Indemnification. Under no circumstances shall TrackMan be liable for any act, omission, contract, debt or other obligation of any kind of the Customer or any salesman, employee, agent or other person acting for or on behalf of the Customer. The Customer shall indemnify and hold TrackMan harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, the Customer's operation of its business.

10. Sub-contractors. TrackMan is entitled to use subcontractors, provided that TrackMan shall be responsible for the acts or defaults of any subcontractor as if they were acts or defaults of TrackMan and TrackMan shall ensure that its subcontractors perform all work in a good and workmanlike manner consistent with the work of TrackMan's direct employees.

11. Assignment. The agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of TrackMan or by operation of law.

12. Governing law and Venue. This agreement shall be governed by and constructed in accordance with the laws of Denmark, excluding its provisions concerning private international law. The District Court in Copenhagen (in Danish: *Københavns Byret*) shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement.

Notwithstanding the above, TrackMan shall have the right to commence enforcement procedures concurrently with or in addition to proceedings in Denmark or without commencing proceedings in Denmark.

If you are in agreement with all of the above terms, please sign where indicated below and return a full-executed copy to me for our records.

Sincerely,
TrackMan A/S

Sebastian Eldrup Jorgensen
Business Development

Agreed and accepted on behalf of **Pokegama Golf Course:**

Date: _____

Dale Christy
Mayor

APPENDIX A – PHOTO SURVEY SPECIFICATIONS

VIRTUAL GOLF COURSE

Instructions on gathering the required ground level photographic images in order to create lifelike Renderings of golf courses for visualization and simulation purposes. No specialized equipment is required, and the imagery can be gathered using a modern mobile phone camera or small compact. Please upload photos to a Dropbox, OneDrive or use WeTransfer.

On each hole, we need photos from the following positions:

- Hole sign tee and unique detail such as steps, fences etc.
- Back tee looking towards fairway
- Each tee: straight ahead, 40 degree left, 40 degrees right, photo from rear tee facing away from the hole showing the area behind the tee
- Start of fairway looking towards green
- From fairway looking towards the green
- From green approach looking towards green (keeping bunkers in view as possible)
- Each green area showing bunkering, green slopes and terrain slopes and vegetation surrounding it.
- Other areas of interest such as distinctive trees, water hazards, streams, rivers and surrounding vegetation etc.
- Each bunker on the course from varied angles to best show the structure and shape
- Multiple photos of the different grasses on the course and native grass areas

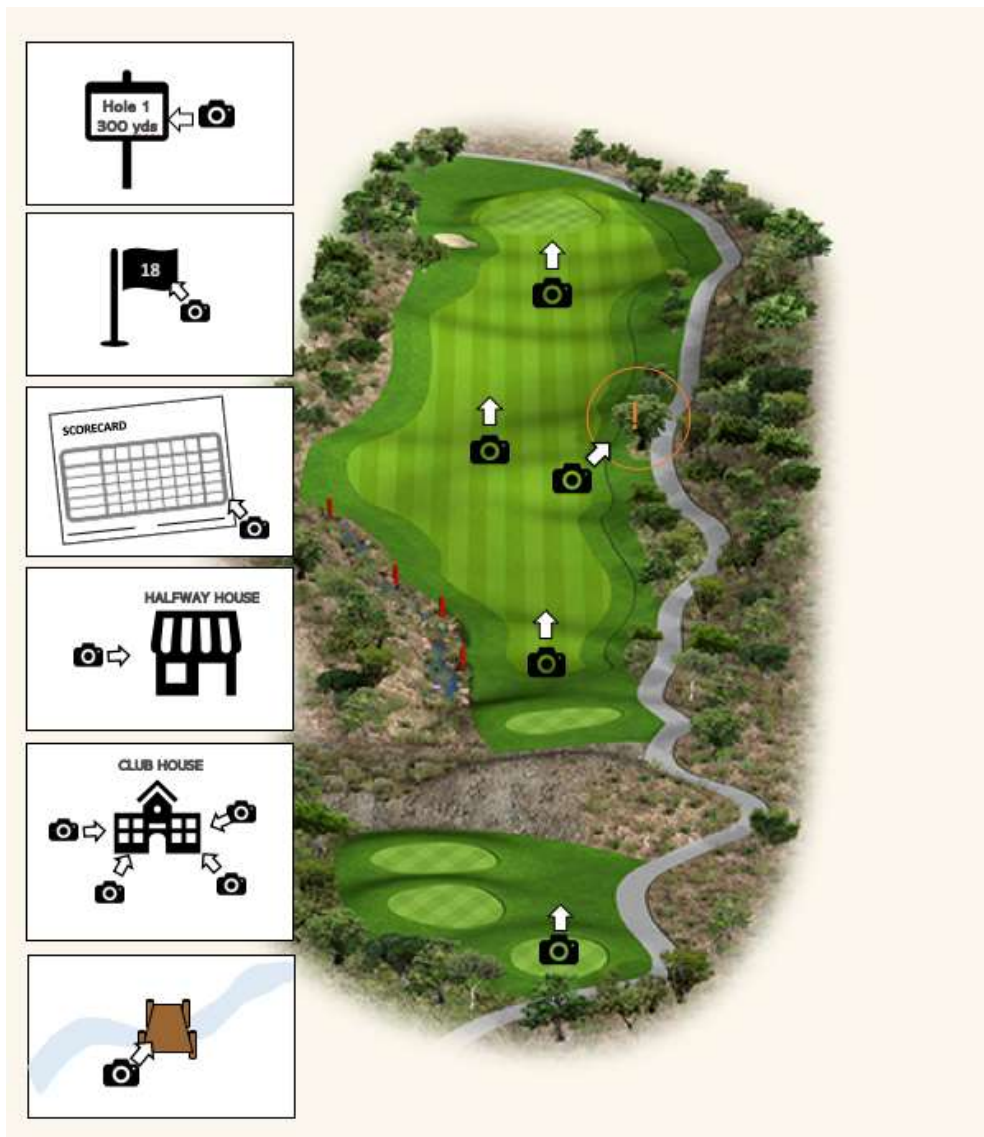
Additional photos:

- Scorecard displaying distances and par etc
- Close up photo of the green flag
- Any buildings on the course or adjacent to it, such as rest huts, halfway house etc and any other features or signage
- Clubhouse pictures, 'face on' from front, both sides, back, plus any other photographs which might help us in regard to smaller details. If the clubhouse is complicated with many different roofs and buildings take as many photographs as possible to highlight the different sections of the building. Please also include angles you will see while playing the course.
- Panorama of the course showing as much as possible only distant terrain such as hills, mountains, ocean - whatever surrounds the course. These we will stitch together to form a 360-degree panorama of the surrounding area. Avoid obstructions, close vegetation and course features as much as possible.

It's not necessary to take these panorama photos all from one place as it's likely that the surrounding vegetation will obscure certain directions if done this way. It's best to take photos of the distance terrain whenever there is a clear view and then we can piece them together in Photoshop later

Photo Survey specification (Range):

- Photos taken from each end of the range - Straight ahead
- Photos taken at +/- 50 yard intervals along the hitting areas as above
- Photos of the general vegetation along the side and end of the range
- Photos of any notable manmade objects on the range such as yardage markers or netting etc



The TrackMan course creation team works tirelessly to build the most stunning and accurate courses. The course build will include the clubhouse (as seen from the course, not interior etc) and any important buildings on the golf course itself such as the 'half-way house'.

Other structures such as bridges, decorative walls, ball washers, benches, on course 'rest rooms' etc. will be represented by generic structures unless otherwise agreed beforehand. Buildings around the outside of the course will also be represented by generic models unless the buildings are agreed to be important to the history and image of the club.