



REFERRAL AGREEMENT

The Scorebook Live Referral Program (the "Program") is designed to offer incentives to organizations for promoting the Scorebook Live App (the "App") and encouraging districts, leagues, schools, teams and their fans to actively use the App.

ORGANIZATION INFORMATION.

Organization Name: MINNESOTA BASKETBALL COACHES ASSOCIATION
 Contact Name: TOM CATCHLEY
 Organization EIN: 41-0806143
 Street Address: 2660 MACKUBIN ST.
 City, State Zip: ROSEVILLE, MN 55113
 Email Address: hctirc@earthlink.net
 Telephone Number: 651-775-8600

AGREEMENT. This Scorebook Live Referral Agreement (the "Agreement") is made by and between Scorebook Live, Inc. ("Scorebook Live") a Delaware corporation with a principal address at 603 W. Willapa Ave. Spokane, WA. 99224 and the organization named above ("Organization"), and shall be effective as of the date this Agreement is accepted by Scorebook Live (the "Effective Date").

1. App Adoption and Organization Conduct.

- a. **Compensation.** Subject to the terms of this Agreement, Scorebook Live will compensate Organization based on the actual active adoption as measured by the percentage of teams and leagues within the Territory that become Active Teams or Active Leagues as set forth in Exhibit A attached hereto.
- b. **Territory.** The Program and Scorebook Live's obligations under this Agreement are limited to Active Teams in _____ (the "Territory").
- c. **Marketing Plan.** Organization will work together with Scorebook Live to create and execute a marketing plan (the "Marketing Plan") to promote the App and encourage districts, leagues, schools and teams in the Territory to actively use the App. Organization agrees to name and refer to Scorebook Live as the "Official Digital Score book of _____." Organization will conduct marketing and promotional efforts in a manner that will reflect favorably on the good name and reputation of Scorebook Live and Scorebook Live's products and services and, specifically, Organization agrees to: (i) comply with all applicable national, international, state and local laws, ordinances and regulations in its dealings, including, without limitation, obtaining any required state certifications; and (ii) make no false or misleading statements with respect to Scorebook Live products and services, and engage in no illegal, deceptive, misleading, unethical, or improper acts or practices in performing under this Agreement. Organization agrees that during the term of this Agreement it will not use, promote, recommend, endorse, or enter into any agreement with, any competing service for real-time digital scorekeeping.
- d. **Active Teams.** An "Active Team" shall be defined as a _____ team in the Territory that has created a complete



- c. **Entire Agreement.** This Agreement constitutes the entire agreement between Organization and Scorebook Live with respect to the subject matter hereof, and supersedes all prior agreements and representations, written or oral, concerning the subject matter of this Agreement.

- d. **Prevailing Party Attorneys' Fees.** If the Parties litigate any issue relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, costs and expenses (including, without limitation, expert witness fees and costs of appeal).

Each Party hereby represents and warrants that it has the necessary authority to enter into and perform this Agreement, and that the person signing this Agreement for it is duly authorized to do so. Each signatory hereby certifies that s/he understands and accepts all of this Agreement, including all exhibits hereto.

SCOREBOOK LIVE:

By: _____

Print Name: _____

Title: _____

Date: _____

ORGANIZATION:

By: Tom Critchley

Print Name: TOM CRITCHLEY

Title: EXECUTIVE DIRECTOR

Date: 11.08.2016