

Authorised signature


Name: Joy Pickard
Position: General Manager

Signed: Joy Pickard Date: 13th May 2024
Joy Pickard (May 14, 2024 13:48 GMT+1)

Signed by for and on behalf of the Club:
(By signing this contract, you agree on behalf of the Club to the terms and conditions of the contract and that you have authority to sign on behalf of the club)

Signed by for and on behalf of GGG

Signed: Jason Smith Date:
Jason Smith (May 14, 2024 14:17 GMT+1)

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 hello@thegolfgrowthgroup.co.uk

NO COST MEDIA AGREEMENT: STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Applicable Laws: the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Club: the golf club specified in the Offer and any successors in title regarding the same.

Club Marks: any and all trade marks used by the Club, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Club.

Commencement Date: the date of the latest signature on the Offer.

Confidential Information: has the meaning given in clause 13.1.

Corporate Client: means any entity that enters into a contract with The Golf Growth Group to provide sponsorship of any of the Platforms (or any part thereof) at the Club or the Venue during the term of this Agreement.

Data Protection Legislation: the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 (GDPR).

Equipment: the items set out in the Offer supplied to the Club or Venue by The Golf Growth Group to deliver the Platforms.

Offer: a written document headed "Offer" supplied by The Golf Growth Group to the Club (the content and form of which is not to be amended or altered without the consent of a director of The Golf Growth Group evidenced in writing upon it).

Package: means the Package set out in the Offer.

Term: has the meaning given in clause **Error! Reference source not found.**

Venue: means the golf course specified within the Order.

The Golf Growth Group: means The Golf Growth Group Limited incorporated and registered in England and Wales with company number 12389837 whose registered office is at 71-75 Shelton Street, London, United Kingdom, WC2H 9JQ

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established and its successors in title.

1.5 A reference to **writing** or **written** includes email.

1.6 A reference to **sign** or **signature** includes either manuscript or electronic signature.

1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.8 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

2. GRANT OF RIGHTS

2.1 The Club grants and The Golf Growth Group accepts:

- (a) An exclusive right to provide the Platforms, whereby the Club shall not grant the same rights to any third party for use in any advertising, marketing or promoting

products or services that impedes upon the said Platforms;

(b) The right to install the Equipment at the Venue and the Club; and

(c) The right to undertake a) and b) above free from interference by the Club, any other third party authorised by the Club or any Affiliate of the Club,

during the Term, at and or in the Venue and in accordance with the terms and conditions set out in this agreement.

2.2 All rights not expressly granted to The Golf Growth Group under this agreement are reserved to the Club. The Golf Growth Group acknowledges and agrees that:

(a) the Club is the owner or controller of all rights in the Club's Intellectual Property, save where the contrary is agreed as a term of this agreement; and

(b) the Club shall be entitled to enter into any other sponsorship arrangement with any third party that does not impede upon the Platforms or the terms of this agreement.

2.3 The Club grants and The Golf Growth Group accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Club Marks:

during the Term for the purposes of The Golf Growth Group marketing and selling the Package; and in perpetuity to promote The Golf Growth Group's services in any media whether now known or yet to be invented (including in a computer game, on a website or mobile-device application) including by use on promotional material and merchandising.

2.4 The right to offer golf to any The Golf Growth Group Corporate Client and acceptance that The Golf Growth Group will market the package to potential new Corporate Clients using a combination of marketing emails, phone calls, direct marketing and using a variety of social media channels featuring the club marks and logo;

2.5 For the Term of the Initial Contract (and any subsequent further Terms) the club hereby grants to The Golf Growth Group a licence to display its relevant content on the Media Equipment (the "Equipment").

3. TERM

3.1 This agreement shall commence on the Commencement Date for a period of 4 years (the Initial Term) and shall continue, unless terminated in accordance with clause 11.

After the expiration of the Initial Term, unless notice has been given by one of the parties giving the other at least 6 months written notice prior to the expiration of the Initial Term or in accordance with clause 11 below, this agreement will recommence for a further term of the same duration under the same terms contained in the Offer and this agreement.

4. THE EQUIPMENT

4.1 In order to provide the Platforms in accordance with this agreement, The Golf Growth Group shall provide the Club with the Equipment on a non-exclusive, royalty free licence for use at the Venue during the Term at no cost to the Club with the delivery, installation and installation location of the Equipment being entirely at the discretion of The Golf Growth Group and time not being of the essence regarding the same.

4.2 The Equipment is at all times the legal property of The Golf Growth Group and is provided to the Club on an "as is" basis.

4.3 The Club warrants that it will at all material times during the Term:

- (a) Be responsible, for the safe use of the Equipment;
- (b) Be responsible, or the upkeep and safe storage of the Equipment;
- (c) Return the Equipment to The Golf Growth Group at the end of the Term in a reasonable condition, fair wear and tear accepted; and

- (d) Will comply with any reasonable request made by The Golf Growth Group regarding the use of the Equipment by the Club.
- 4.4 The Club will indemnify The Golf Growth Group in respect of any additional costs incurred by The Golf Growth Group due to any failure by the Club to comply with clause 4.3 (a), (b) or (c).

5. THE GOLF GROWTH GROUP'S OBLIGATIONS

- 5.1 The Golf Growth Group warrants to the Club that it will:
- (a) comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
 - (b) not apply for registration of any part of the Club Marks or anything confusingly similar to the Club Marks as a trade mark for any goods or services;

6. THE CLUB'S OBLIGATIONS

- 6.1 The Club warrants to The Golf Growth Group that it will:
- (a) comply with all Applicable Laws relevant to the exercise of its rights and the performance of its obligations under this agreement;
 - (b) ensure that all relevant signage, advertising or viewing medium (including electronic screens and any websites or web promotion) required as part of the Platforms is properly in place and not concealed or obscured from view at any time;
 - (c) use its best endeavours to assist The Golf Growth Group in whatever form necessary to allow The Golf Growth Group to use the Platforms at the Venue;
 - (d) use its best endeavours to assist The Golf Growth Group in whatever form necessary to market the Package at the Venue,
 - (e) Inform all appropriate personnel at the club that we have entered into a contract and inform these people accordingly and as soon as possible. The club must inform The Golf Growth Group at the outset of any business owning members or existing sponsors and/or suppliers who we should not contact during the marketing of the package throughout the term of the contract. The club can inform The Golf Growth Group of any industry sectors to avoid whilst marketing the package at the outset to avoid any conflict
 - (f) provide to The Golf Growth Group, or any party notified to the Club by The Golf Growth Group (including by telephone or email), with Golf to be used by The Golf Growth Group or any party notified to the Club by The Golf Growth Group as per the agreed allowance and subject to availability at the club.
 - (g) notify The Golf Growth Group immediately by telephone or email of any equipment that has been returned by the Club during or at the end of the agreement period.
 - (h) notify The Golf Growth Group immediately by telephone or email if the Club should get into administration.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each party warrants to the other that:
- (a) it has full authority to enter into this agreement and is not bound by any agreement with any third party that adversely affects this agreement; and
 - (b) it has and will maintain throughout the Term, all necessary powers, authority and consents to enter into and fully perform its obligations under this agreement.
- 7.2 The Club represents to The Golf Growth Group that:
- (a) the Club owns or controls the Venue and the Club Marks and that The Golf Growth Group's use of the

Club Marks and its exercise of the Platforms in accordance with the provisions of this agreement shall not infringe the rights of any third party; and the Club has not currently licensed, assigned or otherwise permitted any other party to exploit or use the Platforms, nor will it do so during the Term.

(b)

8. INDEMNITIES

- 8.1 The Club shall indemnify The Golf Growth Group against the loss of equipment owned by European Tech.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in this agreement shall limit or exclude a party's liability:
- (a) for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; or
 - (b) under the indemnity set out in clause 8.
- 9.2 Subject to clause 9.1, under no circumstances shall The Golf Growth Group be liable to the Club for any of the following, whether in contract, tort (including negligence) or otherwise:
- (a) loss of revenue or anticipated revenue;
 - (b) loss of business opportunity;
 - (c) loss of profits or anticipated profits;
 - (d) wasted expenditure; or
 - (e) any indirect or consequential losses.
- 9.3 Subject to clause 9.1, both party's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to £5,000.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Club and The Golf Growth Group acknowledge that all rights in the Club Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Club, and, save as expressly provided in clause 2.3, The Golf Growth Group shall not acquire any rights in the Club Marks, nor in any developments or variations of them.
- 10.2 All Intellectual Property Rights in and to any materials produced by The Golf Growth Group to allow The Golf Growth Group to exploit the Platforms shall be the sole and exclusive property of The Golf Growth Group and if the Club acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to The Golf Growth Group on request, free of any charge or payment, whenever that request is made.

11. CONSEQUENCES OF EXPIRY

- 11.1 On expiry of this agreement:
- (a) GGG shall have no obligation to continue to provide the Platforms (albeit that it may continue to do so at its own discretion);
 - (b) Each party shall indemnify the other for any and all costs or liabilities associated with its provision and exploitation of the Platforms, which for the avoidance of doubt includes any and all amounts that are required to be repaid to any third party due to the termination of this agreement as well as any professional fees and costs incurred in relation to the same;
 - (c) each party shall promptly return to the other any property of the other within its possession or control (including the Equipment as set out in clause 4);

12. FORCE MAJEURE

- 12.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;

- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.
- 12.2 If The Golf Growth Group is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, The Golf Growth Group shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The Golf Growth Group's time for performance of such obligations shall be extended accordingly.
- 12.3 The Golf Growth Group shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the Club of the Force Majeure Event, the date on which it started (if they can), its likely or potential duration (if they can) and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- (c) Add the time of the Force Majeure Event onto the contract term whether that be the initial term or subsequent terms.
13. **CONFIDENTIALITY**
- 13.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of this agreement in connection with The Golf Growth Group's exploiting of the Platforms, concerning:
- (a) the terms of this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
- (i) the business, affairs, customers, Corporate Clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (c) any information developed by the parties in the course of carrying out this agreement.
- 13.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 13.3 On termination of this agreement, each party shall:
- (a) return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable).
- 13.4 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 13.5 For the avoidance of any doubt any Corporate Client shall remain the property of The Golf Growth Group at all times during and after termination of this agreement and no approach shall be made by the Club, any other third party authorised by the Club, any Affiliate of the Club or the Venue to any Corporate Client regarding any opportunity to provide or exploit the Platforms or any rights which are similar to the Platforms and, which if entered into concurrently with this agreement, would conflict with the Platforms without the prior written authority of The Golf Growth Group.
- 13.6 Nothing in this clause 14 shall effect or limit the obligations of the parties in respect of the Data Protection Legislation which shall override any provision within this Clause 14 where there is any conflict between this agreement and the Data Protection Legislation.
14. **DATA PROTECTION**
- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 14.2 The Golf Growth Group are committed to ensuring that whenever we process Personal Data, it is processed lawfully in accordance with the Data Protection Legislation. How we do this is set out in detail in our Privacy Notice which can be accessed on our website at <https://europeangolftech.com/privacy-policy/>
15. **NO PARTNERSHIP OR AGENCY**
- 15.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 15.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
16. **THIRD PARTY RIGHTS**
- 16.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
17. **VARIATION**
- No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
18. **ASSIGNMENT AND OTHER DEALINGS**
- This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement, save for in the event of a change of control over the Club or the Venue whereby the parties irrevocably agree

that The Golf Growth Group may require the previous owner of the Club or Venue to use their best endeavours to ensure that the new owner of the Club or the Venue continues with this agreement for any remaining term. Termination in this instance is at The Golf Growth Group's sole and absolute discretion.

19. ENTIRE AGREEMENT

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

22. ACKNOWLEDGMENTS

22.1 All golf bookings will be handled by The Golf Growth Group and made directly with the club..

22.2 the Club acknowledges that it is responsible for contacting The Golf Growth Group 60 days prior regarding the return of its equipment and that the Club are liable for the costs for the collection of The Golf Growth Group's equipment should a supplier of the Club come to have the equipment in their possession as per clause 8.1









GGG Offer Mid Herts Golf Club

Final Audit Report

2024-05-14

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