

POLICIES &

AGREEMENT



WELCOME TO THE TEAM!

Golf Survival Guide products are one of the most dynamic and sought after products for women on the market today. From your first day as an Independent Distributor, you can begin to earn money. Whether your goal is to use and share the product, develop a retail Client base, build and train an extensive network organization, or a combination of all, the The Media Game LLC offers you lucrative rewards. The rewards include: retail and wholesale markup potential, cash bonuses for referrals, commission based structure on TEE to GREEN Advertising and Sponsor Programs, and the personal reward of helping grow the game of golf for women, by providing tools to help their game and their golf lifestyle!

Let's Get Started

We have made selling Golf Survival Guide products easy and fun. Not only does the plan pay you for your success, its very structure helps you plan for your success as an Independent Distributor. Once we receive this Policies and Agreement, along with a W-9, signed and faxed, you will then receive your Welcome Package and access to the online Survival Guide Independent Distributor Site which is designed to provide you with all the tools you need to successfully sell.



POLICIES & AGREEMENT PAGE 1

INDEPENDENT DISTRIBUTOR AGREEMENT

THIS AGREEMENT by and between The Media Game LLC, whose address is 291 Bal Bay Drive, Suite 305, Bal Harbour Florida 33154, hereinafter referred to as "TMG", and you, as, Survival Guide Independent Distributor, hereinafter referred to as "Independent Distributor".

WHEREAS, TMG is engaged in the marketing and sale of A Girl's On-Course Survival Guide to Golf™ Products; and WHEREAS, Independent Distributor desires to sell TMG's services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **TERRITORIES:** TMG hereby appoints Independent Distributor as an authorized non-exclusive independent representative to sell and promote all services provided by TMG in the following geographical area: United States. TMG has right to hire additional Independent Distributors. There are no assigned territories. If Independent Distributor desires to sell outside the United States, they must contact TMG via email, phone or US Mail for permission.
2. **BRANDING GUIDELINES:** Independent Distributor shall adhere to strict branding guidelines set forth in Independent Distributor's Welcome Package and/or online in the Independent Distributor site. If TMG deems the brand is not being presented in accordance to the Guidelines set forth in Welome Package, TMG has the right to request that the Independent Distributor modify their presentation. If not modified, then TMG has the right to terminate Independent Distributor's access to special pricing and this agreement between said Independent Distributor and TMG. TMG provides an extensive collection of promotional and marketing material, all available for download in pdf format in the Independent Distributor site.

The name, A Girl's On-Course Survival Guide to Golf is a trademark. To that end, the Survival Guide name and Survival Guide's other various trademarks, service marks and logos have been registered. Only The Media Game, LLC and its permitted contractual licensees are authorized to use such trademarks, service marks or logos to produce and market products, services, tools or other materials, whether in print, electronic or any other media. The production of any products, services, tools or other materials under Survival Guide's trademarks, service marks or logos is prohibited without The Media Game LLC's prior written authorization.

3. **CODE OF ETHICS:** Each Survival Guide Independent Distributor agrees to utilize his or her best efforts to represent and sell Survival Guide products with the highest degree of professionalism, integrity, ethics and accuracy. Survival Guide Independent Distributors shall not participate in any activity which is illegal, or in any way may be deemed detrimental to the Survival Guide name, product, opportunity, business, corporate entity or the organization of a Survival Guide Independent Distributor.



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4. HOW YOU MAKE MONEY - PRODUCTS: Independent Distributor shall be entitled to a profit from selling product based on the following:

- a. (Preferred Client Level Pricing) minus (Independent Distributor Level Pricing) equals Independent Distributor's profit;
- b. Independent Distributor purchases product and sells at or near suggested retail price, profit is difference;
- c. Independent Distributor provides special tagged link to Preferred Client. Preferred Client purchases product online. Independent Distributor receives margin as set forth in (a.) above.

5. HOW YOU MAKE MONEY - COMMISSION-BASED PROGRAMS: For each contract for the performance of TMG's services as arranged by Independent Distributor under this Agreement, Independent Distributor shall be entitled to a commission-based structure as follows:

- a. (25 %) percent of Annual Sign-ups for TEE to GREEN Online Memberships;
No commission available for recurring subscription-based TEE to GREEN Memberships
- b. (15 %) percent for TEE to GREEN Publication Sponsor Programs;
- c. (25 %) TEE to GREEN Shop Advertising Programs;
- d. (25 %) TEE to GREEN Publication Advertising programs;
- e. Referral Fee of \$25 for every Independent Distributor you refer and who signs on as an Independent Distributor
- f. Referral Fee of \$100 once Independent Distributor recruits 5 or more Independent Distributors

Program Pricing noted above (a, b, c, d) can be viewed online in the TEE to GREEN Shop under Advertising. Commission will be due and payable to Independent Distributor (10) business days from receipt of payment of TMG from any customer on the contract for any underlying invoice. Commissions will be paid on fees for services rendered by, and shall not include freight, supplies, and other charges incidental to the performance of said services. For purposes of this Agreement, "Contract" shall mean any agreement and/or order of TMG's services sold or arranged by Independent Distributor. ALL COMMISSION-BASED PROGRAMS WILL BE INVOICED DIRECT BY TMG TO CLIENT. INDEPENDENT DISTRIBUTOR WILL PROVIDE TMG ALL INFORMATION ABOUT CLIENT, IN ORDER FOR TMG TO SEND INVOICE FOR PAYMENT. TMG WILL ALSO MANAGE AD SUBMISSIONS. Independent Distributor can request ad placement on behalf of Client, but TMG cannot guarantee advertising placements.

6. INDEPENDENT DISTRIBUTOR AGREES TO THE FOLLOWING;

- a. Buy product from the Independent Distributor Site and sell direct to customer
- b. Provide special tagged link to said customer if customer desires to purchase product direct from Preferred Client Level Pricing Site. Tagged link provided by TMG to Independent Distributor is tagged with Independent Distributor's ID, and used to track for payment to Independent Distributor.
- c. W-9 form completed, mailed or faxed to TMG



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7. TMG AGREES TO PROVIDE THE FOLLOWING;

- a. Sales and marketing material in form of electronic pdf and printed (if TMG deems necessary).
- b. Tagged Links with Independent Distributor ID to be used for Preferred Clients and another tagged link to be used to send to referred Independent Distributors. TMG will track purchased inventory through this link and pay Independent Distributor, margin, within 10 business days.
- c. TEE to GREEN annual pass to be used by Independent Distributor only. Independent Distributor must not provide TEE to GREEN online access to anyone unless for the sole purpose of a presentation and consideration for joining. If TMG discovers abuse with access to TEE to GREEN online membership, TMG has right and without notice to terminate Independent Distributor's contract.

8. During the term of this Agreement, Independent Distributor, or any agents or representatives under Independent Distributor's control, shall not compete with TMG, directly or indirectly, for Independent Distributor or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of services the same as or similar to TMG's services.

Under no circumstances and at no time shall Independent Distributor disclose to any person any of the secrets, methods or systems used by TMG in its business. All customer lists, brochures, reports, and other such information of any nature made available to Independent Distributor by virtue of Independent Distributor's association with TMG shall be held in strict confidence during the term of this Agreement and after its termination.

9. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between TMG and Independent Distributor. Independent Distributor shall be an independent contractor. TMG shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Independent Distributor under this Agreement. Independent Distributor shall not be considered an employee of TMG and shall not be entitled to participate in any plan, arrangement or distribution by TMG pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to TMG's employees. Independent Distributor shall be free to utilize his time, energy and skill in such manner as she deems advisable to the extent that he is not otherwise obligated under this Agreement.

10. Independent Distributor shall bear any and all costs or expenses incurred by Independent Distributor to perform his obligation under this Agreement.

11. The rights and duties of Independent Distributor under this Agreement are personal and may not be assigned or delegated without prior written consent of TMG.

12. Independent Distributor is not authorized to extend any warranty or guarantee or to make representations or claims with respect to TMG's services without express written authorization from TMG.

13. Independent Distributor shall indemnify and hold TMG harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Independent Distributor or his agent or representatives.



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14. TMG shall indemnify and hold Independent Distributor harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of TMG or its employees.

15. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Dade County, State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

16. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement

By: Christina Ricci, President, The Media Game LLC

Date:

By: "Independent Distributor" Name:

Date:

FAX OR MAIL SIGNED AND DATED POLICIES & AGREEMENT ALONG WITH A COMPLETED W-9 FORM TO THE FOLLOWING:

FAX: (786) 515-9656

MAIL:
The Media Game LLC
c/o Christina Ricci
291 Bal Bay Drive Suite 305
Bal Harbour Fl 33154

Once received, we will sign and mail a copy for your records.