

Memorandum Of Understanding

Between

Premier Floorball Inc.

and

Floorball Canada

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Premier Floorball Inc. and the Floorball Canada to support each parties efforts to promote and grow floorball across Canada in an effort establish private community floorball clubs that would serve to generate respective revenues from player registration fees in the form of royalties and Floorball Canada recreational memberships, respectively.

Background

The partnership between Premier Floorball Inc and Floorball Canada is instrumental in providing both organizations a strategic alliance whereby both Premier Floorball Inc can benefit by leveraging the brand of Floorball Canada and whereby Floorball Canada can benefit by Premier Floorball Inc's franchise business model and strategic plan to grow floorball clubs across Canada.

Purpose

This MOU will help both parties increase floorball clubs across Canada, increase player registrations, increase Floorball Canada memberships and increase proportional revenues to each organization and ensure a consistent standard of play and use of official floorball rules

The above goals will be accomplished by undertaking the following activities:

Premier Floorball will provide to Floorball Canada:

1. assurances that each player, coach, referee, administrator who registered in a Premier Floorball club league be charged a recreational Floorball Canada annual membership fee, as mutually agreed upon, in writing by both parties, 90 before September 1st of each year
2. the mechanism to collect the annual Floorball Canada recreational membership fee on behalf of Floorball Canada at the time of player registration and submit the bulk collected fees on the first business day of the following month, including member contact information consisting of that what is defined as the basic requirement by Floorball Canada



3. a list of all communities ("markets") in which there is a Premier Floorball franchise and assurances that all franchisee owners will also become a Floorball Canada club member and adhere to their franchise agreement in order to protect the integrity of the sport and brand of both parties.
4. commitment to work with Floorball Canada and respective Provincial Sports Organization in creating events that will establish a pathway for Premier Floorball players to National Championships and National Teams
5. commitment to incorporate standards of play, rules and regulations that are deemed by International Floorball Federation and required by Floorball Canada to implement and govern in order to maintain membership, provided such that the cost to Premier Floorball Inc. and its franchisees is not prohibitive and/or detrimental to the operation of their franchise, and can successfully be implemented/ amended into their franchise agreement
6. will not hold Floorball Canada and its members, directors, family and/or friends liable resulting in damages for the actions and decisions of that of Premier Floorball Inc. and its franchisees, staff, coaches, players, officials or suppliers

Floorball Canada will provide to Premier Floorball Inc:

1. permission to use the Floorball Canada logo in all its advertising campaigns and marketing initiatives, floorball programs and social media outlets and websites and be described as an "Official Supplier to Floorball Canada" and/or "A Floorball Canada Official Supplier"
2. a page on the Floorball Canada website, at no charge, that will provide a means for viewers to be redirected to any approved supplier of Floorball Canada, and in such, allowing the supplier icon, in this case Premier Floorball, to be redirected to the Premier Floorball Inc website
3. the ability to promote Premier Floorball Inc. to the Floorball Canada membership database quarterly or at a determined fair rate to all other approved suppliers to Floorball Canada provided there is a mutually approved ad or email.
4. unconditional access to events, programs, tools and resources that Floorball Canada provides to other clubs, , organizations or individual. In the event Floorball Canada charges a fee or offers discounts to other clubs, organizations or individuals then Premier Floorball is entitled to those same fees and discounts
5. recognition as one of the providers of Floorball Canada's floorball clubs for the term of this MOU in exchange for meeting or exceeding the minimum standards for supplier in this category. It is understood that Floorball Canada can still offer a do it yourself floorball club start up option consisting of basic information, advice from time to time, access to equipment and apparel sponsorship grants

6. assurance that it, nor its board of directors, will use confidential information to communicate with Premier Floorball franchises, players, coaches and officials to directly solicit them products or services that compete with those provided by Premier Floorball Inc. to its franchisees, nor to undermine, or attempt to influence or persuade the aforementioned in any capacity in their business with Premier Floorball Inc., unless there is mutually written consent by both parties
7. an equal option with any other approved supplier at a title sponsor at any Floorball Canada sanctioned floorball related event
8. will not hold Premier Floorball and its franchisees, players, coaches, officials, directors, suppliers, family and/or friends liable resulting in damages for the actions and decisions of that of Floorball Canada and its members, board of directors or suppliers

Reporting

Premier Floorball Inc. will provide Floorball Canada a progress report outlining the total number of new franchises, membership fees revenues (collected & submitted) and player registrations & contact info for the annual period of time to September 1st.

Floorball Canada will provide Premier Floorball Inc. an account of its increase in membership numbers over and above of that of Premier Floorball Inc.'s contribution, list of new projects/ initiatives that have been made available to other members and may benefit Premier Floorball and its franchisees and a 90 days prior notice, in writing, of any Floorball Canada recreational membership fee increase or decreases that are uniformly apply to all Floorball Canada memberships

Funding

Thus MOU is not a commitment of funds but rather a commitment of establishing mechanisms to generate funds for both parties

Duration

This MOU is at-will and may be modified by mutual consent of authorized Officers from Premier Floorball Inc and Floorball Canada. This MOU shall become effective upon signature by the authorized Officers from the Premier Floorball Inc and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized Officers from Premier Floorball Inc. and Floorball Canada this MOU shall end on August 31, 2019



Contact Information

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Floorball Canada

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President

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(Partner signature)

Anthony Mac Neil

Premier Floorball Inc,

President

Date:

Nov 2/2017.

Randy Sa'd

Date: Thursday Nov 2, 2017

Floorball Canada

President