

BBT Affiliate Program Agreement

This Agreement contains the complete terms and conditions that apply to an Affiliate's participation in The Rope Bat® Affiliate Program (the "Affiliate Program") offered by Better Baseball Texas, Inc. ("BBT"). By submitting an Affiliate application online, you are agreeing to the terms specified in this agreement. Violation of any terms and conditions included in this agreement may result in termination of your account, and possible forfeit of Affiliate revenue. Effective as of the date you receive an approval email from BBT (the "Effective Date"), you and BBT hereby agree as follows:

- 1. Enrollment in the Affiliate Program.** By completing the Affiliate application and purchasing at least one Rope Bat®, you are requesting to become enrolled in the Affiliate Program and upon acceptance of such request by BBT via email to the email provided in your application, you will become an Affiliate of BBT. "Affiliate" as used herein means you as an individual or business approved and authorized by BBT pursuant to this Agreement to independently promote and generate customer or lead traffic for The Rope Bat® products to be fulfilled by BBT. In consideration of becoming an Affiliate and the rights and payments provided by BBT set forth in this Agreement, Affiliate shall promote the sale of BBT's Rope Bat® products on their Website(s) using copy and photos licensed and supplied or authorized by BBT and linking to BBT's Buy Page. Affiliate will earn revenue by generating sales of The Rope Bat® products and services attributable to Affiliate's unique code provided by BBT (See below). Affiliate generates these sales by encouraging Web users and other customers to visit BBT sites or to contact BBT to purchase The Rope Bat® products. Affiliate may advertise products via:

 - Text Links or endorsements on Affiliate's site(s);
 - Graphical Banners and Buttons on Affiliate site(s);
 - Text Links or endorsements in solicited (non-spam) emails;
 - Word of mouth, encouraging Affiliate customers to enter or mention the Affiliate code during purchase of the Rope Bat products or services.
 - If Affiliate has any questions about whether a method of advertising is allowed, please contact BBT via email at coach@ropebat.com.

Any advertising product not listed above must be approved in writing by BBT before it is used. Additionally, any copy or photos not supplied by BBT must be approved in writing by BBT before it is used. BBT promises a response to any written approval request within 5-7 business days.
- 2. License Grant.** In consideration of the Affiliate commitments, obligations and performance set forth in this Agreement, BBT hereby grants Affiliate a non-exclusive, limited, revocable right to use BBT provided trademarks, banners, images, technology, content, business indicia, business forms, documents, systems, and other materials (the "BBT Materials") as described herein. All BBT Materials provided for Affiliate's use are and shall remain the sole property of BBT, and no part thereof shall be deemed assigned or licensed to Affiliate except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the BBT Materials shall remain BBT's sole property, including rights in and to any derivatives thereof. Affiliate may not modify the BBT Materials provided to Affiliate in any way. All BBT Materials, along with the BBT patented products are the property of BBT and may not be shared with others without written permission of BBT. BBT may immediately terminate Affiliate's license to use all or a portion of the BBT Materials if BBT reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. Affiliate acknowledges that its use of the BBT Materials will not create in Affiliate, nor will Affiliate represent that it has, any right, title or interest in or to the BBT Materials other than the license granted by BBT above. Affiliate will not challenge the validity of or attempt to register any of the BBT Materials or Affiliate's interest therein as a licensee, nor will Affiliate adopt any derivative or confusingly similar names, brands or marks or create any combination marks with any of the marks or other BBT Materials. Affiliate acknowledges BBT's ownership and exclusive right to use the BBT Materials and agrees that all goodwill arising as a result of the use of the BBT Materials shall inure to the benefit of BBT.
- 3. Affiliate Obligations.** In further consideration of becoming an Affiliate and the rights and payments provided by BBT set forth in this Agreement, Affiliate will:

 - a. Always use the attribution Rope Bat® by Better Baseball Texas, Inc.; make necessary changes to their materials and destroy no longer accurate marketing materials, business cards, Website, social media etc. in a timely manner (within 2 weeks after they are informed of the change).
 - b. Provide feedback from Rope Bat® customers that it receives to BBT.
 - c. Recommend sales and marketing changes to improve sales of Rope Bat® (BBT is under no obligation to make those changes but will seriously consider them)
 - d. Recommend changes to the Rope Bat® affiliate program (BBT is under no obligation to make those changes but will seriously consider them).
 - e. Recommend sales activities (events, memberships etc.) to BBT (BBT is under no obligation to make those changes but will seriously consider them).
 - f. Refer to themselves as a "Better Baseball Texas Certified Rope Bat® Affiliate"

- g. Identify outside opportunities or create their own events to showcase BBT and Rope Bat[®] and invite BBT to participate.
 - h. Market BBT events (All Stars Swing Contest, etc.) to its customers and prospects according to the recommended market plan using copy and photos etc. provided
 - i. Protect BBT's and Rope Bat[®] product reputations and the BBT Materials;
 - j. Prevent to the best of its ability and help identify the dissemination of inaccurate information or malicious or offensive copy said or written about BBT or Rope Bat[®] and inform BBT within 24 hours if Affiliate becomes aware of such issues or other problems so that BBT can take action as necessary, BBT will keep all affiliates informed of actions it has taken,
 - k. To the best of its abilities, protect The Rope Bat[®] products from access by those who would copy or imitate such product and inform BBT within 24 hours if it becomes aware of any copycats or imitators or other related issues.
 - l. Attend affiliate events or meetings either online or in person.
4. **BBT Obligations.** In further consideration of the Affiliate commitments, obligations and performance set forth in this Agreement, BBT will:
- a. Issue a specific code unique to Affiliate valid for 6 months
 - b. Pay Affiliate an amount equal to eighteen percent (18%) of the total sell (excluding tax and shipping) of any products sold where the buyer uses the Affiliate code described in subsection a. above; the commission will be paid on or before the 10th of the month following the month in which payment is received from the buyer of the Rope Bat[®] product.
 - c. Assemble and send out each order received using the Affiliate code within a reasonable time period following receipt of such order (not to exceed 7 days) at no additional cost to Affiliate.
 - d. List Affiliate as a Better Baseball Texas, Inc. Certified Affiliate and include it in its marketing efforts where appropriate.
 - e. Inform and invite Affiliate to participate in BBT events as appropriate.
5. **Affiliate Property.** All business indicia and websites of Affiliate are the property of Affiliate, provided that any BBT Materials incorporated into such business indicia or websites remain the property of BBT.
6. **Limited Market Scope.** Affiliate is not restricted in having affiliate sales of Rope Bat[®] products in any of the BBT target markets or industries (baseball training, medical - PT, OT, Sports Medicine; schools and colleges, teams (including hockey and golf)). Affiliate will not encourage sales in other industries without the written consent of BBT, which consent will not be unreasonably withheld, but insurance risk/cost will be weighed before such consent is given and material increase in insurance risk/cost shall be grounds for withholding consent. Affiliate will not promote the use of Rope Bat[®] in any dangerous or unauthorized manner that would increase the danger of using the products
7. **Term and Termination.** This Agreement shall begin on the Effective Date and will terminate as set forth below. Either party may terminate this Agreement at any time, with or without cause, by giving the other party ten (10) days written notice of termination. BBT can terminate this Agreement immediately if Affiliate does not live up to the Agreement or engages in unsuitable or illegal conduct. Upon termination of this Agreement for any reason, Affiliate will immediately cease use of, and remove from its site, all links to any BBT site and any other promotional materials that BBT provided to Affiliate as an affiliate. Affiliate is eligible to earn referral fees only for Qualified Orders that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. BBT may withhold Affiliate's final payment for a reasonable time to ensure that the correct amount is paid.
8. **Relationship with Customers.** All actual and potential customers referred to BBT by Affiliate will be considered BBT and Rope Bat[®] clients and may receive marketing offers in all media channels from BBT.
9. **Relationship of Parties.** Affiliate is an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on BBT's behalf. Affiliate will not make any statement, whether on Affiliate's site or otherwise, that reasonably would contradict anything in this Section. Affiliate is not considered nor may it refer to itself as the "duly authorized agent" of Better Baseball Texas, Inc. or any of the products it sells
10. **Resale.** Affiliate may not use the Coach's 4 Pack or other promotions to stock up on items to resell. It may purchase them at the sale prices for its own use just like any other customer. Affiliate may purchase Rope Bat[™] products or other products for resale at the reseller price if it meets or exceeds the minimum order of 10 Rope Bat[™] 33" or 27" in any combination in one order prepaid. Shipping is not included.
11. **Insurance.** Affiliate shall be responsible for carrying its own insurance coverages and Affiliate shall not be covered by any BBT insurance coverage unless otherwise expressly agreed in writing.
12. **Order Processing** BBT will process sales orders placed by customers solicited by Affiliate. BBT reserves the right to reject orders that do not comply with any requirements that BBT may establish periodically. BBT will be responsible for all aspects of order processing and fulfillment. Among other things, BBT will prepare order forms, process payments, cancellations, and returns, and handle customer service. BBT will track the sales attributed to the unique Affiliate code and will make available to Affiliate reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in BBT's discretion.

- 13. Referral Fees.** For a Product sale to be eligible to earn a referral fee, the customer must use the assigned code given to Affiliate at the time they place the order.
- 14. Non-Qualified Orders.** Orders refunded at the request of the purchaser, or orders charged-back due to credit card fraud do not qualify for commission. Orders placed and paid for by Affiliate and for Affiliate do not qualify for commission unless otherwise agreed in writing by BBT.
- 15. Limitation of Liability.** BBT will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if BBT have been advised of the possibility of such damages. Further, BBT's aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total referral fees paid or payable to Affiliate under this Agreement.
- 16. Confidentiality.** Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in public materials, (c) generally known to the public, or (d) lawfully obtained from any third party without any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.
- 17. Governing Law.** The laws of the United States and the State of Texas will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Travis County, Texas and each party irrevocably consent to the jurisdiction of such courts.
- 18. Assignment.** Affiliate may not assign this Agreement, by operation of law or otherwise, without BBT's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. BBT's failure to enforce Affiliate's strict performance of any provision of this Agreement will not constitute a waiver of BBT's right to subsequently enforce such a provision or any other provision of this Agreement.
- 19. Disputes.** Any dispute that arises between BBT and Affiliate will be mediated first prior to any legal proceedings, except that either party may file to enjoin the wrongful use of its intellectual property without the necessity to first mediate.
- 20. Independent Investigation.** AFFILIATE ACKNOWLEDGES THAT AFFILIATE HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. Affiliate UNDERSTANDS THAT BBT MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS OR SIGN UP OTHER AFFILIATES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH AFFILIATES'S WEB SITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.
- 21. Disclaimers.** BBT make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, BBT make no representation that the operation of BBT's site will be uninterrupted or error-free, and BBT will not be liable for the consequences of any interruptions or errors.