

## ROTARYSWING CONFIDENTIALITY AGREEMENT

This Non-Disclosure & Confidentiality Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (this "Agreement"), by and between Quinton Holdings, LLC d/b/a/ RotarySwing Golf, LLC, a Colorado limited liability company (herein called "RotarySwing"), and \_\_\_\_\_ (herein called "Receiving Party").

WHEREAS, RotarySwing has developed or acquired (and will continue to develop and/or acquire) for use in its business certain Confidential Information (as defined below) and, to protect RotarySwing's legitimate business interests, it is necessary to protect the confidentiality of this information; and

WHEREAS, RotarySwing wishes to control the disclosure and use of certain proprietary information as related to the business of RotarySwing and requires the Receiving Party to enter into this Agreement as a condition to participate in RotarySwing user testing.

WHEREAS, the Receiving Party is, or desires to participate in RotarySwing testing; and

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration (the sufficiency of which is hereby acknowledged by Receiving Party), the parties agree as follows:

- 1. Confidentiality and Non-Disclosure.** Receiving Party acknowledges that he/she knows and in the future will know Confidential Information and trade secrets of RotarySwing. The term "Confidential Information" means RotarySwing's non-public, proprietary, or confidential information, including, but not limited to, information regarding RotarySwing's business plans, strategies, schedules, customers, data, transactions, operations, confidential or proprietary documents, products, reports, memoranda, analyses, compilations, summaries, trade secrets, teaching methodologies, project descriptions, computer programs and models and the inputs thereto and outputs therefrom, studies, scientific, technical, commercial, financial, process or economic data or information, financial and other projections, statements, and results, information pertaining to project-related costs, expenses and operating and maintenance history, pricing proposals, cost analyses, test results, research and business strategies. The Confidential Information is proprietary and commercially sensitive and may constitute a trade secret and disclosure to the general public could cause harm to RotarySwing. Accordingly, the Receiving Party will not, during or after the term of this Agreement, give or share any information to any person in any form (verbal, written, posted online, etc.), firm, association, corporation or governmental agency any information identified above except as required by law, expressly approved by Rotary Swing, or reasonably necessary to perform his/her duties for RotarySwing. In no event shall the Receiving Party make use of this information for his/her own purposes or for the benefit of any other person or organization. In all cases, the Receiving Party shall use his/her best

efforts to prevent such disclosure of this information by others. In the event the Receiving Party leaves the test group of RotarySwing, such information shall be returned and will remain the property of RotarySwing.

2. **Claims/Lawsuits.** The Receiving Party, upon reasonable notice, during and after the term of participation shall furnish information as may be in his/her possession and cooperate with RotarySwing as may be reasonably requested in connection with any claims or legal actions to which RotarySwing is or may become a party.

### 3. **Noncompetition.**

(a) ***Prohibition from competition with RotarySwing.*** The Receiving Party will not compete with Rotary Swing as defined below in subsection (b) at any time he/she is involved with RotarySwing, and he/she will not compete with Rotary Swing for a three year period following cessation of involvement with RotarySwing.

(b) ***“Compete” Defined.*** For the purpose of Section 3, compete is defined as action by the Receiving Party, direct or indirect, for his/her own account or for the account of others in any capacity, resulting in the Receiving Party having a pecuniary interest, legal or equitable ownership, or other financial or nonfinancial interest in, employment with, association or affiliation with any business or entity (regardless of form) that provides the same services, including a golf instruction website or competing youtube video channel, in any market in which RotarySwing is now or hereafter providing services. The Receiving Party agrees that because RotarySwing’s business is conducted via the internet and telephone, a limited geographic scope would render the non-competition agreement wholly ineffective. Thus, this non-competition agreement shall apply to all markets in which RotarySwing conducts business or may conduct business in the future. Additionally, the Receiving Party will not teach under the RotarySwing banner and may not use RST fundamentals as part of the Receiving Party’s instruction program as defined in the RotarySwing Tour Instructor Certification Manual as well as the the fundamentals laid out in the videos on RotarySwing.com or information shared during the Receiving Party’s involvement with RotarySwing.

(c) ***Reasonableness of Scope and Duration; Remedies.*** The Receiving Party acknowledges that the covenants contained in this Section 3 are reasonable as to geographic and temporal scope. The Receiving Party further recognizes that his/her breach or threatened breach of any provision of Section 3 would cause irreparable harm to RotarySwing not compensable in monetary damages and RotarySwing shall be entitled, in addition to all other applicable remedies, to a temporary or permanent injunction and a decree of specific performance without being required to prove damages or furnish any bond or other security. In the event a court of competent jurisdiction determines that provisions on this Section 3 are unreasonable in scope, it is the intent of the parties that this Section 3 be enforced to the maximum amount permitted.

4. **Nonsolicitation.** The Receiving Party shall not, during the term of involvement with RotarySwing and for a period of thirty six months after the termination of such involvement (whether voluntary or involuntary), directly or indirectly, either individually or jointly or on behalf of or in concert with any other person or entity, as a proprietor, partner, shareholder, director, officer, employee, agent, consultant or in any other capacity or manner whatsoever, interfere with, disrupt or attempt to interfere with or disrupt relationships between RotarySwing and any of its employees, its suppliers or persons or entities that were customers of RotarySwing at any time during the term of the Receiving Party's involvement with RotarySwing. The Receiving Party agrees that because RotarySwing's business is conducted via the internet and telephone, a limited geographic scope would render the non-solicitation agreement wholly ineffective. Thus, this non-solicitation agreement shall apply to all markets in which RotarySwing conducts business or may conduct business in the future.
5. **Intellectual Property; No Attribution.** In the course of his or her involvement hereunder, the Receiving Party may have access to, work on or develop works, inventions, knowhow, trade secrets, discoveries, formulae, improvements, ideas, writings, computer programs, expressions, patents, trademarks, copyrights, and any other intellectual property ("Intellectual Property") but Receiving Party does not acquire any license, right, title or interest in or to any such Intellectual Property by virtue of this Agreement or otherwise nor will Receiving Party claim any such rights. Intellectual Property shall include any Intellectual Property developed by RotarySwing or jointly developed by RotarySwing and Receiving Party. Title and ownership of all Intellectual Property developed, jointly developed or provided by RotarySwing is, and shall be, the property of RotarySwing. Receiving Party hereby assigns to RotarySwing any right, title or interest it may have in any jointly developed Intellectual Property.
6. **Ownership of Social Media.** Receiving Party agrees that any social media account created or maintained in connection with RotarySwing or associated with RotarySwing, including Facebook accounts, Twitter accounts, LinkedIn accounts, blogs, etc., shall be the property of RotarySwing. The social media and its content, including connections, followers, friends, posts, etc., shall be considered proprietary information owned by RotarySwing. RotarySwing shall have the exclusive right to control the content of any social media account created or maintained in connection with or associated with RotarySwing. Receiving Party agrees that RotarySwing will have access to all accounts and passwords with any social media account created or maintained in connection with or associated with RotarySwing. This paragraph 6 shall not apply to personal social media accounts of the Receiving Party that are unaffiliated with Rotary Swing.
7. **Effect of Termination.** The respective rights and obligations of RotarySwing and Receiving Party pursuant to Sections 1 through 6 of this Agreement shall survive any termination of involvement, whether voluntary or involuntary, of Receiving Party's involvement with RotarySwing.

**8. Miscellaneous.**

(a) This Agreement shall be governed by and construed under the laws of the State of Colorado. The Parties agree that any action to enforce the terms of this agreement shall be filed in Colorado state court only.

(b) Receiving Party agrees to reimburse RotarySwing for any and all expenses incurred by RotarySwing, including attorneys' fees, expenses, court costs, in connection with the enforcement of its rights and Receiving Party's obligations under this Agreement.

(c) This Agreement contains the entire understanding between RotarySwing and the Receiving Party with respect to the subject matter and supersedes any prior contract, agreement or understanding between RotarySwing and the Receiving Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**ROTARY SWING GOLF, LLC**

By: \_\_\_\_\_  
Name: Chuck Quinton  
Title: Owner

**RECEIVING PARTY**

\_\_\_\_\_  
Name: