

MEMORANDUM OF UNDERSTANDING

This agreement entered into on this 3rd day of October 2023 (“**Effective Date**”) by and between:

Columbian Federation of Electronic Sports, (Registration No.: 901233355-8), an organization incorporated under NON PROFIT ORGANIZATION, having its registered office at CALLE 9C 23C 20 CALI - COLOMBIA (hereinafter referred to as “**FEDECOLDE**” or “**First Party**”), (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successor or successors, Affiliates, and permitted assigns);

AND

FitGMR, Inc. (Company Registration Number/ID 86-1749279), a Delaware, US, C-Corporation, having its registered office at P.O. Box 13, Whitefield, NH 03598, United States of America (hereinafter referred to as “**COMPANY**” or “**Second Party**”), (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successor or successors, Affiliates, and permitted assigns);

The COMPANY and the FEDECOLDE are also referred to hereinafter jointly as the ‘Parties’, or each severally as ‘Party’.

WHEREAS **FEDECOLDE** is a NON PROFIT ORGANIZATION. The FEDECOLDE is a full member of the International Esports Federation (IESF) and associated member of Global Esports Federation (GEF).

WHEREAS THE COMPANY is a leading Esports technology, performance and player development company dedicated to helping esports athletes, coaches, teams and organizations reach their full potential.

WHEREAS THE COMPANY wants to extend its services and expertise to FEDECOLDE for training and development.

WHEREAS FEDECOLDE has welcomed this partnership as an opportunity to create synergies between THE COMPANY and FEDECOLDE to nurture esports with long term association in mind.

WHEREAS the above-mentioned parties hereby consent to this LEGALLY BINDING MOU on the basis of the provisions hereof:

1. CONFIDENTIALITY

Parties agree:

- a. Not to disclose or provide any Confidential information to any other person or entity without prior written consent.
- b. Not to copy or reproduce any of the Confidential Information.
- c. Ownership of all rights, title and interest in the Confidential information shall remain at all times with each individual party, and nothing in this Agreement shall give any right, title or interest in, or license to, any such Confidential information to any other person or entity.
- d. Return of proprietary and confidential information within five (5) days after the termination or expiration of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.
- e. Obligations set both under this Section 1 shall indefinitely survive the termination of this Agreement.

2. TERM

This agreement shall be valid for three years (03 years) from the Effective Date; the agreement may be extended on mutually agreed terms.

3. TERMINATION

- a. Termination for cause: This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

4. MUTUAL UNDERSTANDING AND DELIVERABLES

- a. The Company will act as a consultant to FEDECOLDE in creating a sustainable, successful player and coaching development program in Columbia, which embeds the principles of healthy gaming and utilizes the Company's existing curriculum, training modules, and technologies.

- b. FEDECOLDE will act as a consultant to the Company regarding the effective localization of the Company's mobile app for distribution in Latin America, on a schedule and cadence to be mutually agreed between both parties.
- c. The Company and FEDECOLDE will look to maximize the value of the partnership by creating other opportunities which support the spirit of the agreement and the betterment of the Esports ecosystem in Columbia.
- d. The Company will provide training and coaching for the team(s), coach(es) and/or athlete(s) as shortlisted by FEDECOLDE for various video game titles including and not limiting the video game titles for international/regional esports championships (including and not limiting to World Esports Championship, Global esports games etc.).
 - i. Such exhaustive training and coaching shall enhance the athletes' performance, skill etc. so as to enable them to perform better and win medals for the country. The training & coaching program shall entail and not limit to in-game training, wellbeing, team building etc. Coaches and trainers shall be best among their respective fields and shall have proven track records.
 - ii. Duration of such training and coaching shall be a minimum of two months (duration, Structure shall be approved by FEDECOLDE). Any changes in the minimum threshold of two months shall be notified by FEDECOLDE from case-to-case basis.
 - iii. Such coaches & trainers shall be open to travel to Columbia (or any country as required by FEDECOLDE) if required, modalities of the same shall be mutually discussed and agreed.
 - iv. The Company shall conduct a session for training/coaching once every quarter which shall be open for all Columbia esports/video gaming community; all such costs shall be borne by The Company.
- e. The Company shall build the "train the trainer" program which will help FEDECOLDE in the development of the local in-game coaches and trainers.
- f. FEDECOLDE will promote the Company on its social media platforms regarding this work.
- g. Upon execution of this agreement, both partners will publish a press release announcing the partnership. Cost of such PR shall be borne by the Company.
- h. All the costs associated in regards to services the mutually agreed deliverables by the Company shall be borne by the Company only (unless specified and/or agreed in writing).
- i. The Company shall provide codes of and/or access to the FITGMR app & Team Dashboard (without any costs/commercials) to the teams, players, staff, volunteers identified by FEDECOLDE as and when required.

5. INTELLECTUAL PROPERTY RIGHTS

- a. It is hereby clarified that any intellectual property owned by either Party shall continue to remain the sole and exclusive right of that same Party. Any use of intellectual property for the fulfillment of services under this agreement shall further continue to subsist as the sole and exclusive property of the original owner of such intellectual property.
- b. Any content (Digital or otherwise in terms of Videos, Pictures, highlights) generated during the term of this agreement shall always be the intellectual property of **FEDECOLDE**. Content to be shared unequivocally with FITGMR and not unreasonably withheld.

6. WARRANTY

Both Parties warrant that the undersigned has the capacity and authority to enter into agreements under the guidance and on behalf of the respective party.

7. NON-DISPARAGEMENT

- a. Both Parties shall not during the term of its engagement with each other and following the termination of such engagement, engage in any form of conduct, or make any statements or representations, whether in writing or orally or in any mode whatsoever, that may disparage or otherwise impair the reputation, goodwill or commercial interests of either party or disparage or defame or in any way criticize the management, directors, employees, staff, office bearers, operations, products, services and the business of either party.
- b. Obligations set both under this and Section 7 shall indefinitely survive the termination of this Agreement.

8. INDEMNITY

- a. Both Parties shall fully indemnify, hold harmless and defend FEDECOLDE and its directors, officers, employees, agents, stockholders, and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, which arise out of or relate to any act or omission of the either party.

9. FORCE MAJEURE

Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to: default of subcontractors or suppliers; failures or default of third party software, vendors, or products; acts

of God or of the public enemy; foreign governmental actions; strikes; communications, network/internet connection, or utility interruption or failure; fire; flood; epidemic; and freight embargoes.

10. NOTICES

Any written notice or demand required by this Agreement shall be sent by registered or certified e-mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice shall be effective (a) as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier, or other guaranteed delivery, and (b) as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail.

11. DISPUTE RESOLUTION

- i. **Amicable Settlement:** In case of any dispute or difference arising out of this Agreement on any issue, the Parties shall endeavor to first amicably settle the same through joint meetings. In the event, that they fail to settle the disputes within thirty (30) Business Days from the day of the first meeting, the disputes shall be referred to Arbitration.
- ii. **Arbitration:** If the dispute is not resolved through Amicable Settlement, then either Party may refer the dispute for resolution by arbitration to be conducted by a mutually agreeable 3rd party. The arbitration award shall be substantiated in writing and shall be final and binding on both the Parties in accordance with terms of this Clause.

12. COUNTERPART

This agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one instrument, and shall become effective when one or more counterparts have been signed by the parties hereto and delivered to the other party.

13. ENTIRE AGREEMENT:

This Agreement, together with annexures (if any), exhibits (if any), schedules (if any), constitutes and represents the entire agreement between the Parties hereto in relation to its subject matter and supersedes all prior discussions, preliminary agreements, memoranda or heads of agreement or term sheet or memorandum of understanding and other understandings, whether oral or written, with respect to such subject matter.

14. AMENDMENT

Any amendment to this agreement shall be subject to mutual consent of both parties.

15. WAIVER

Neither party shall be deemed by mere lapse of time (without giving notice or taking other action hereunder) to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the

other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement. No waiver, by either Party, of any term or provision hereof, shall be deemed to have been made unless expressed in writing and signed by such Party.

16. SURVIVAL

The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination.

17. SEVERABILITY

The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by Applicable Law. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and, in lieu of such illegal, invalid, or unenforceable provision, there shall be added as a part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

18. ASSIGNMENT

No Party shall be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its/their rights and/or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part to any third party or Affiliate (if any), without obtaining the prior written approval of the other Party.

19. GOVERNING LAWS

This Agreement will be governed by and construed and enforced in accordance with laws of the State of California without giving effect to conflict of laws principles.

Date: 3 October 2023

Kristin Anderson

For COMPANY
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For FEDECOLDE
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