

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is effective this _____ day of _____, 2016.

BETWEEN: World Professional Rodeo Sport Group Inc. ("WPRSG"), an Alberta company, #310, 4723-1st Street SW, Calgary, Alberta T2G 4Y8 Phone: 1-844-559-7774
Email: c.demaere@wprsg.com

AND: _____ (the "Sponsor:), located at _____
Phone: _____

Email: _____

WPRSG has the right to organize and conduct media, rodeo and futurity events and Training Academies for rodeo and rough stock participants (the "Events"); and

Sponsor is willing to provide financial support for the Events in exchange for certain promotional rights to be provided by WPRSG;

Therefore, the parties agree as follows:

1. ADVERTISING AND PROMOTION

2.1

Subject to WPRSG's written approval, Sponsor shall have the right to use WPRSG's Trademarks (Service Marks) in advertising and promotional activities as it deems desirable during the term of this Agreement.

2.2

WPRSG shall use its best efforts to deliver the rights and coverage identified in Exhibit A attached to this Agreement:

2. SPONSORSHIP FEE

In consideration of the full performance by WPRSG of all of its obligations and of all rights granted to Sponsor, Sponsor shall pay by certified cheque or bank draft to WPRSG the total sum, according to the level of participation as defined in Exhibit A.

3. WARRANTIES

3.1 WPRSG represents and warrants that:

3.1.1 It has full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

3.1.2 WPRSG's Trademarks do not infringe the trademarks or trade names or other rights of any other person.

3.1.3 It has all government licenses, permits, or other authorization necessary to conduct the Event(s) as contemplated under this Agreement.

3.1.4 It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of the Event.

3.2 Sponsor represents and warrants that:

3.2.1 It has full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.

3.2.2 Sponsor's Trademarks do not infringe the trademarks or trade names or other rights of any other person.

3.2.3 It has all government licenses, permits, or other authorization necessary to conduct its business.

The parties hereto agree to execute such additional agreements as may be required to clarify or detail any term reflected herein.

4. TERM

This Agreement shall become effective on the date first above written and shall expire on December 31st, 2016, unless terminated earlier or extended by written agreement of the parties hereto. (Term).

5. ARBITRATION

The parties agree that any dispute between them arising out of, based on, or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the Canadian Arbitration Association. Such arbitration shall be held in Calgary, Alberta. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trade Marks.

6. MISCELLANEOUS

6.1 Confidentiality

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

6.2 No Joint Venture or Partnership

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between WPRSG and Sponsor.

6.3 Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

6.4 Notices

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:

If to Sponsor: _____

If to WPRSG, to: #310, 4723-1st Street SW, Calgary, Alberta T2G 4Y8

Or such other address as either party may designate in writing to the other party for this purpose.

6.5 Governing Law

This Agreement is subject to and shall be construed in accordance with the laws of the Province of Alberta.

6.6 Nonassignment

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

6.7 Complete Agreement

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. WPRSG has made and makes no representations of any kind except those specifically set forth herein.

6.8 Binding Agreement

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WPRSG

SPONSOR

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title