

RE: JV PARTNERSHIP OFFER NCND AGREEMENT

IRREVOCABLE NON-CIRCUMVENTION, NON-DISCLOSURE & FINDER'S FEE AGREEMENT

By and between:

Michael A Kahn, Golfmak, Inc., 4457 Pro Am Ave. E., Bradenton, Florida 34203, (Finder), and

_____, **SEEKING A JV PARTNER, (Requesting Party)**

WHEREAS, the Undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C. 500).

WHEREAS, the Undersigned desire to enter into a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as "Affiliates").

NOW THEREFORE, in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

I. TERMS AND CONDITIONS

- A. The Requesting Party agrees that Golfmak, Inc., and/or Michael A Kahn shall be deemed procuring cause upon disclosure or introduction to Requesting Party to a Joint Venture Partnership Party, (Joint Venture Partner), and shall be entitled to a finder's fee of no less than a one (1%) percent finder's fee, paid to Finder by Requesting Party, based on the total amount JV Venture Party invests with or for Requesting Party. Finder's fee shall be clearly indicated as part of any agreement between Requesting Party and Joint Venture Partner referred to herein.
- B. The parties will not in any manner, solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- C. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party, who made available the source,
- D. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected,
- E. That they will not disclose names, addresses, Email address, telephone and telefax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party,
- F. That they further undertake not to enter into business transaction with any entities, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the other, party(ies) to do so. For the sake of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- G. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum earnings it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- H. All consideration, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated equally between the two parties, unless otherwise agreed upon in a separate agreement between the parties, to this agreement plus other parties to the mediation effected and specified in each case.
- I. This agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in Australian courts, Canada courts, USA courts, UK courts, Singapore Courts, South African Courts or under Swiss law in Zurich, in the event of dispute, the Rules of conciliation and arbitration of the international chamber by one or more arbitrators designed in accordance to said rules is applied.
- J. The duration of the Agreement shall perpetuate forever.

II. AGREEMENT TO TERMS

- A. The signatures on this agreement received by the way of facsimile, mail or e-mail shall be deemed to be an executed Agreement enforceable and admissible for all purposes as maybe necessary under the terms of the agreement.
- B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

IRREVOCABLY ACCEPTED AND AGREED WITHOUT CHANGE BY FINDER.

Name: Michael A Kahn
Address: 4457 Pro Am Ave. E., Bradenton, Florida 34203
Telephone: 941-739-3990
Mobile: 941-737-6900
Fax: 425-675-6909
E-mail: mike@golfmak.com

Signature: _____ Date: _____, 2010.

IRREVOCABLY ACCEPTED AND AGREED WITHOUT CHANGE BY REQUESTING PARTY.

Signature _____ Date: _____, 2010

Printed Name: _____

Address: _____

Company: _____

With and Address at: _____

Company Web Site: _____, or N/A

Telephone: _____

Mobile: _____

E-mail: _____

**Return completed agreement by fax to: Golfmak, Inc.: 425-675-6909, or,
Scan and Email to: mike@golfmak.com**