**HONUGOLF LLC MAP Policy & Retail Selling Agreement**

This Agreement (the “Agreement”) is entered into by and between HonuGolf LLC with a principal place of business 1598 Santa Maria Ave, San Jose, CA 95125 and RETAILER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Enter your legal name and address).

HonuGolf LLC (Here after refer to as HonuGolf) and the RETAILER hereby agree to the following MAP policy and retail selling terms and conditions:

1. RETAILER shall be authorized to sell the products manufactured by HonuGolf at one or more golf courses and physical brick and mortar retail stores that are approved by HonuGolf.

2. RETAILER shall meet or exceed HonuGolf’s recommended MAP pricing levels but shall not sell below such MAP pricing levels.

3. The exterior appearance of the RETAILER’s store(s) or course shall be of acceptable commercial standards for retail outlets selling high quality products to the complete satisfaction of HonuGolf While, the interior or exterior fixturization, decoration and overall image of RETAILER’s facilities, including products and services offered, shall be of high quality, good taste and decor, consistent with acceptable commercial standards to the complete satisfaction of Honu.

4. RETAILER shall only use the materials made available on the HonuGolf Vendor Website’s for advertising, promoting, marketing, distributing, and selling the Products or for any other business purpose pursuant related to the sales of the HonuGolf Products. RETAILER shall not create its own images, marks, slogan, or product text descriptions in conjunction with the sale of the Products with expressed written permission from HonuGolf.

5. HonuGolf retains all proprietary interests in all materials made available to the RETAILER via the marketing any sales materials, including but not limited to copyright works, trademarks, service marks, trade names, logos, images, text descriptions, or other words or symbols. RETAILER understands that it is being granted the exclusive, non-sub licensable, non-transferable right to use the HonuGolf’s marks, images and text in advertising and promotional material. Following termination of this Agreement, RETAILER agrees to immediately cease using in any manner all kinds of materials in relation to HONU LLC and the Products, deliver up copies of these materials to HonuGolf and/or dispose of the same in accordance with HonuGolf instructions.

6. All methods of advertising, marketing or promoting the Products must at all times comply with HonuGolf MAP pricing levels, be truthful, conform to the quality standards specified by HonuGolf and comply with all applicable laws and regulations. In no event shall RETAILER advertise in such a way as to diminish and tarnish the image and reputation of the Products or the HonuGolf brand.

7. HonuGolf reserves the right to require that the RETAILER should immediately change or discontinue use of any HonuGolf’s advertising, promotional, marketing, or sales materials for whatever reason. RETAILER shall sell the Products only at its retail location(s), and RETAILER shall not sell the Products at other locations without the prior written approval of HonuGolf.

8. HonuGolf selection of RETAILER is premised, in part, on the expectation that the RETAILER will always sell the Products to end users, at its above-listed locations and not to third party resellers. The Products shall not be sold by RETAILER to any other entity for resale. Specifically, no Products shall be diverted in any manner to any swap meet, flea market, outlet mall or online bidding or auction sites such as eBay, Overstock.com or any third party on-line store such as

Amazon.com, etc. for auction, resale, or exhibition. Further, no Products will be sold by RETAILER to any individual or entity which HonuGolf or any retailer might reasonably believe has the intention of reselling the goods.

Furthermore, RETAILER agrees not to use HonuGolf product displays and signage for any purpose following the termination of this Agreement. For RETAILERS selling multiple Products, each Product must be displayed on the applicable brand’s display and under the applicable signage. RETAILERS may not mix different Product brands under specific brand displays.

9. RETAILER agrees that its failure to maintain the retail standards set forth in this Agreement or to abide by terms contained herein will result in termination of delivery of goods by HonuGolf. In such circumstance, HonuGolf shall have the option to repurchase all or part of RETAILER's remaining inventory of the Products at RETAILER's original cost and/or terminate this Agreement with immediate effect.

10. RETAILER agrees that this Agreement was entered into and is of Santa Clara Co. California, and that a court of competent jurisdiction in the Santa Clara County California shall have exclusive jurisdiction over any dispute arising hereunder, and that the prevailing party in any litigation concerning this Agreement or the breach thereof, shall be entitled to reasonable attorney's fees and costs in addition to any other order of the Court. In the event of any dispute arising out of this Agreement, HonuGolf and RETAILER agree to waive a jury trial.

11. All orders are subject to acceptance and availability.

12. This Agreement is not assignable by RETAILER, provided however, HonuGolf may assign this Agreement to an affiliated entity without prior consent of RETAILER.

13. This is the entire agreement. This Agreement may not be amended unless in writing and signed by an authorized representative of HonuGolf and RETAILER. In the event of a conflict between this Agreement and any other Agreement between HonuGolf and the RETAILER, this Agreement shall prevail.

HONUGOLF LLC

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of RETAILER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_