Joint Venture Agreement

THIS JOINT VENTURE AGREEMENT is made and entered into this day

_______ of ________________ 2025 , by and between Sherwood Investment Group, represented by Johannes Malan Smal (JMS) ID:XXXXXXXXXXXXX of ____, South Africa,
and

_______________________(XXX) of____ hereinafter collectively referred to as the "Venturers."

WITNESSETH:

WHEREAS, JMS will supply the knowledge, software and know-how to establish a regional golf market place in the region of ______________________________ USA; and WHEREAS, XXX will be supplying the Investment Capital for above Joint Venture; and WHEREAS, the parties desire to put in writing their oral understanding of responsibilities and enumeration relating to this Venture;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Venturers agree as follows:

1. Prior Agreements. It is the intention of the parties that this Agreement replaces all written and/or oral agreements, understandings, and business ventures, previously, or otherwise, existing between the parties with respect to the subject matter hereof.
2. Contributions and Shares; XXX will contribute the amount of: $7500 (Seven thousand five hundred US Dollars, or R 120 000 hundred and twenty thousand rand only) to be utilized for the setup of a regional market place in the region as indicated above. Website development and scaling, social media marketing, virtual support staff, regional business development, brand awareness campaigns, administrative infrastructure and advertising acquisition for the first 3 months of the business venture. Where thereafter will the joint venture fund the expenses out of profits.
3. The website, software and platform will not form any part of the ownership of this agreement. The clients and users of the region will form part of the ownership of the venture.
4. Each party will be liable for his/her own taxes in their respective countries.

5.a Distributions and Shares. The investor XXX shall receive 25% Twenty Five Percent share in the Joint Venture and 35% monthly profit until 2 x the original investment is made.

5.b Pitch and Putter reserves the right of first refusal to buy 25% shares at 24 times income.

6. All investment money will be paid into a mutual agreed attorney trust account in South Africa,
7. All income will be paid into a United States of America bank account and distributed to any such bank nominated by the investor.

8 Miscellaneous Provisions.

a. This Agreement supersedes any and all prior agreements of the parties, whether oral or written.
b. The parties agree to execute any and all documents necessary to carry out the terms and intent of this Agreement.
c. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable

or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

d. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
e. No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future such right or of any other right arising under this Agreement.
f. This instrument contains the entire Agreement of the Ventures with respect to the subject matter here of, and the terms and conditions thereof may not be further modified except by a writing signed by all the Ventures.
g. This Agreement shall be construed and enforced in accordance with the laws of South Africa. The parties hereby waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Gauteng, South Africa. In the event that litigation results from or arises out of this agreement or the performance thereof, the prevailing party shall be entitled to an award of reasonable attorney's fees and cost.
h. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, executors, administrators, successors and assigns, as the case may be.

9. The above Joint venture will only be on applicable to the establishing of a golf market place in the region in the USA as indicated above under the name PitchandPutter.com
10. Both parties will not enter into or on behalf of any agreement without the without written consent.
11. Both parties will be responsible for the maintenance and supply of all assets to maintain the Venture.
12. All equipment and material will remain the property of the Joint Venture; except were borrowed to the Joint Venture.
13. Both parties will at all time keep the Intentions, Integrity and Best interest of the Joint Venture at heart.

IN THE WITNESS WHEREOF, the Ventures have executed or caused this instrument to be executed this ___ day of ____________________2026.

Signed, in the presence of:

______________________ ______________________

For Sherwood Investment Group Witness Signature

_______________________ ______________________

For:XXX Witness Signature