ENDORSEMENT AGREEMENT

 THIS ENDORSEMENT AGREEMENT ("Agreement") is effective as of this 1st day

of December 2003, by and between GREG NORMAN, of 501 North A1A, Jupiter, FL

33477 ("Norman") AND RITZ INTERACTIVE, a Delaware Corporation with offices at

2010 Main Street, Suite 400, Irvine, California 92614 ("RII"). (Each or both of

which shall hereinafter be referred to as the "PARTY" or "PARTIES,"

respectively).

RECITALS:

 RII desires to obtain the right to use the name, likeness, and endorsement

services of Norman in connection with the advertisement and promotion of RII's

e-commerce website.

 The endorsement by Norman of RII's e-commerce website and business is of

commercial value.

 RII and Norman wish to enter into an agreement to cooperate and coordinate

the marketing of Norman's endorsement with RII's e-commerce website and

business.

 NOW, THEREFORE for and in consideration of the foregoing, and the mutual

covenants and agreements set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS.

 The following terms shall be defined in the Agreement as follows:

 a) "CONTRACT PERIOD" means that period of time commencing on December

 1, 2003 and terminating on November 30, 2008 unless sooner

 terminated or extended under this Agreement.

 b) "CONTRACT YEAR" means a 365 (or 366 if applicable) day period,

 commencing on December 1, 2003.

 c) "CONTRACT TERRITORY" shall be worldwide.

d) "E-COMMERCE PORTAL" shall mean, any e-commerce websites owned

 and/or operated by RII during the Contract Period, including, but not

 limited to, those websites ("Existing Websites") listed in Schedule

 A attached hereto; provided, however, except for the Existing

 Websites (which will always be deemed included within the E-commerce

 Portal), the E-commerce Portal shall not include any non Existing

 Websites of RII ("Future Websites") to the extent such Future

 Websites are competitive with any websites owned or operated by

 parties with whom, after the date of this Agreement, Norman enters

 into a business relationship as to the sale of goods, products or

 services competitive with goods, products or services offered for

 sale on the Future Websites.

 e) "NORMAN IDENTIFICATION" shall mean any words, symbols, photographic

 or graphic representations, and Norman's signature, statements by

 Norman or combination thereof which identify Norman such as, for

 example, Norman's name, voice, nickname, likeness, and anything else

 that identifies Norman. Subject to the terms of Paragraph 2 hereof,

 the Norman Identification shall not include the Shark Logo owned by

 Great

and/or and/or

 White Shark Enterprises, Inc, and exclusively licensed to Reebok

 International Ltd.

 f) "RIGHTS" shall mean all of the endorsement rights, services and

 other rights and benefits granted to RII in this Agreement

 (including the right of personal and advertising services as stated

 in Paragraph 7 of this Agreement).

 g) "RII COMPETITOR" is any person or entity that in any way competes

 with the RII E-commerce Portal.

 h) "RII PARTIES" is RII, Ritz Camera Centers, Inc., and any Affiliates

 of RII. For purposes of this Agreement, "AFFILIATES" means any other

 person or entity that directly or indirectly through one or more

 intermediaries, controls, is controlled by or is under common

 control with, RII.

 i) "$" shall mean the lawful currency of the United States of America

 unless otherwise specified.

2. ENDORSEMENT AND GRANT OF RIGHTS. During the Contract Period:

 a) Subject to the terms of Paragraph 7 below, Norman will provide and

 make available to RII the services, initiatives and programs

 described in Schedule B attached hereto (the "Endorsement

 Services"); and

 b) Norman grants to RII the exclusive right and license (the "License

 Rights") to use the Norman Identification during the Contract Period

 and throughout the Contract Territory in connection with the

 advertisement and promotion of RII and the E-commerce Portal;

 RII acknowledges that those companies whose products RII sells

 through its E-commerce Portal, i.e., Nikon, Shimano, (or private

 label), are not permitted to utilize the Norman Identification, in

 either a direct or implied fashion, to suggest that Norman endorses

 their products or services. The License Rights are exclusive to RII

 and the E-commerce Portal.

3. EXCLUSIVITY. Norman expressly agrees and undertakes that:

 a) The right to use the Norman Identification has not been previously

 granted nor will it be granted to anyone other than RII for use

 during the Contract Period within the Contract Territory in

 connection with the advertisement, promotion and sale of products

 and services which are the same as or similar to any of the

 E-commerce website listed in Schedule A;

 b) Norman will not enter into any arrangement or agreement, which

 enables any RII Competitor to sponsor or in any way to be seen to

 support or be endorsed by Norman (whether by using the Norman

 Identification, Norman providing services similar to the Norman

 Services, or otherwise) during the Contract Period within the

 Contract Territory. Notwithstanding the foregoing, it is understood

 that Norman will be free to enter into an affiliation with

 interactive groups/entities which are predominantly content based,

 i.e., Sportsline, AOL, and further that Norman shall be free to

 enter into an affiliation with companies whose products RII sells

 through its E-commerce Portal;

Anything herein to the contrary notwithstanding, RII shall not have the right to

utilize the Norman Identification except to the extent specifically authorized

by this Agreement.

4. GRANT OF RII STOCK OPTIONS. Concurrent with the execution of this Agreement,

RII will grant to Norman an option (the "Stock Option Agreement") entitling

Norman, upon Norman's full vesting under the terms and conditions described

therein, to purchase one million five hundred thousand (1,500,000) shares of the

common stock of RII, which amount represents approximately five percent (5%) of

the issued and outstanding shares of the capital stock of RII determined on a

fully diluted basis as of the date of this Agreement.

5. FURTHER ENDORSEMENT RELATIONSHIPS.

Without limiting any aspects of this Agreement, the Parties agree to discuss in

good faith Norman's involvement in additional activities not covered by this

Agreement, which could be of mutual benefit.

6. PAYMENTS.

Norman may elect to have payments due Norman hereunder made by check, wire

transfer, or bank transfer. Unless such election is made in writing, all

payments shall be made by check, drawn to the order of Norman or its designated

entities and delivered to Bessemer Trust Company of Florida, 222 Royal Palm Way,

West Palm Beach, FL 33480. Past due payments (i.e., payments due more than

thirty (30) days after RII's receipt of the applicable invoice) shall bear

interest at the rate of one (1%) percent per month.

7. NORMAN'S ENDORSEMENT SERVICES AND OUTSIDE PERSONAL APPEARANCES.

(a) Subject to Norman's schedule (taking into account his professional golfing

 and other business and personal activities) and Paragraphs 7 (b) and (c)

 below, Norman shall make himself and Norman's Personnel (as defined below)

 available from time to time during the Contract Period at his Principal

 Place of Business (as defined below) in connection with the performance of

 Endorsement Services.

(b) To the extent that RII requests that Norman appear at a location other

 than his Principal Place of Business (an "Outside Personal Appearance") in

 connection with the performance of Endorsement Services other than those

 specified in Paragraphs 1 and 2 of Schedule B, Norman will make himself

 available to RII for one (1) full day each Contract Year. The timing and

 place of such Outside Personal Appearance(s), and any personal and service

 days in addition to those stated herein shall be at the discretion of

 Norman and subject to further compensation as agreed between Norman and

 RII.

(c) To the extent that RII requests that Norman make an Outside Personal

 Appearance in connection with the performance of the Endorsement Services

 specified in Paragraph 2 of Schedule B, Norman will make himself available

 to RII for up to five (5) full days during the term of this Agreement. Any

 personal and service days in addition to those stated herein shall be at

 the discretion of Norman and subject to further compensation as agreed

 between Norman and RII.

 (d) For each Outside Personal Appearance to be made by Norman under Paragraphs

 (b) and (c) of this Paragraph 7:

 i) RII shall reimburse Norman for all reasonable first class

 out-of-pocket expenses incurred by Norman. Without limitation to the

 foregoing, RII will reimburse Norman for his air travel expenses (A)

 which for purposes of Outside Personal Appearances made by Norman

 under Paragraph (b) of this Paragraph 7, shall be calculated at a

 rate of either (1) four thousand ($4,000) dollars per hour for

 operation of Norman's private aircraft or (2) one thousand five

 hundred ($1,500) dollars per hour for operation of Norman's private

 helicopter and (B) which for purposes of Outside Personal

 Appearances made by Norman under Paragraph (c) of this Paragraph 7,

 shall (unless otherwise agreed) be calculated at a first class

 ticket rate. Norman shall be provided with superior hotel suite

 accommodation and standard rooms for four (4) members of Norman's

 staff.

 ii) RII shall give Norman not less than thirty (30) days' nor more than

 sixty (60) days notice of the time and place RII desires Norman to

 appear at an Outside Personal Appearance.

 iii) No such Outside Personal Appearance day shall exceed a total of

 twelve (12) hours including travel time.

(e) To the extent that RII requests that Norman make an Outside Personal

 Appearance in connection with the performance of the Endorsement Services

 specified in Paragraph 1 of Schedule B, Norman will make himself available

 so as to be able to properly discharge (in accordance with good corporate

 practices) his duties as a member of RII's Board of Director. RII

 represents that prior to the effective date of this Agreement, whenever

 possible and subject to legal requirements, it has attempted to schedule

 its Board of Directors' meetings at times and places which take into

 consideration the availability and outside business demands of its

 directors. For each Outside Personal Appearance to be made by Norman under

 Paragraph 1 of Schedule B, RII shall reimburse Norman for all reasonable

 out-of-pocket expenses incurred by Norman consistent with the

 reimbursement policy applicable to the other members of its Board of

 Directors.

(f) For purposes of this Agreement, Norman's Principal Place of Business,

 shall mean any location within twenty (20) miles of 501 North A1A,

 Jupiter, FL 33477.

8. NORMAN'S COOPERATION.

In addition to the Endorsement Services, to the extent agreed upon in advance by

both RII and Norman (i) Norman will cause his personnel and the personnel of

Great White Shark Enterprises and it Affiliates (collectively, "Norman

Personnel") to assist RII in furthering business-to-business related

opportunities and (ii) the expenses of the Norman Personnel will be reimbursed

and shared with other client activities that may be visited at the same time.

9. GENERAL OBLIGATIONS.

During the contract period, RII/Norman:

a) Shall not be involved in any conduct or activity that brings

 Norman/RII into disrepute;

 b) Shall not be involved in any conduct or activity that may harm

 RII/Norman or its name or reputation;

 c) Will perform obligations under this Agreement to the best of

 Norman's/RII's ability and in accordance with RII's/Norman's

 reasonable discretion.

10. NORMAN'S TITLE.

Norman's title to the Norman Identification shall at no time suffer by any act

of RII or thing that will in anyway impair the rights of Norman in and to the

Norman Identification. It is understood that RII shall not acquire and shall not

claim title to the Norman Identification adverse to Norman: by virtue of

Norman's performance of the Endorsement Services or the License Rights granted

to RII; or through RII's use of the Norman Identification by RII at common law;

or under any provision of law in which a claim would accrue to Norman. RII shall

undertake all actions that may be necessary or appropriate to ensure that such

accrual shall be duly recognized.

11. NORMAN'S APPROVAL.

RII shall use the Norman Identification only in such a form and manner as is

specifically approved by Norman and, upon the reasonable request by Norman,

shall use any reasonable legends, markings, and notices of trademark rights or

registration reasonably specified by Norman, or any other notice of Norman's

ownership, including copyright. RII agrees that all use of the Norman

Identification in connection with advertising, displays, and other materials and

all advertising shall not be made unless and until finished samples of such

proposed use have been provided to Norman and such use has been approved by

Norman or Norman's authorized representative. Norman agrees that any material

advertising or other, submitted for approval as provided herein will be deemed

to have been approved by Norman if the same is not disapproved in writing within

ten (10) business days after receipt thereof. Norman agrees that any material

submitted would only be disapproved if such material breached any law or is

likely to bring Norman into disrepute or ridicule or damages Norman's name and

image and, if disapproved, RII shall be advised of the specific grounds for

disapproval. Subject to this Agreement, RII agrees to follow Norman's reasonable

instructions and guidelines regarding proper usage of the Norman Identification

in all respects as may have been reasonable notified to RII by the Norman.

12. QUALITY AND COOPERATION.

In addition to the objectives listed above, all Parties acknowledge that Norman

is of legendary status in the game of golf. RII shall ensure that the

presentation and operation of its E-commerce Portal is consistent with the high

quality and image associated with Norman and reflect a quality brand of products

and services.

13. CONFIDENTIALITY.

Each party agrees: (i) that it will not disclose to any third party or use any

Confidential Information disclosed to it by the other party except as expressly

permitted in this Agreement; and (ii) that it will take all reasonable measures

to maintain the confidentiality of all Confidential Information of the other

party in its possession or control, which will in no event be less than the

measures it uses to maintain the confidentiality of its own information of

similar importance.

14. PROTECTION OF THE NORMAN IDENTIFICATION.

 a) REGISTRATION. Norman shall be solely responsible for obtaining and

 maintaining, to the extent possible, trademark registrations in his

 own name for the Norman Identification in Contract Territory. RII

 agrees that it will not file, during the Contract Period or

 thereafter, any application for trademark or otherwise obtain or

 attempt to obtain for trademark registration or otherwise obtain or

 attempt to obtain ownership of any trademark registration or

 otherwise obtain ownership of any trademark or trade name anywhere

 in the world which consists in whole or in part of any constituent

 element of the Norman Identification, including without limitation,

 Greg Norman, Great White Shark Enterprises, or any mark, design or

 logo intended to make reference to the Norman Identification,

 without the express written consent of Norman which may be within in

 Norman's sole and absolute discretion. In the event that such

 consent is given, all applications for registration shall be in the

 name of Norman and shall be at the cost of RII. RII shall cooperate

 with Norman in the registration of the Norman Identification and

 provide any necessary use, information, or specimens; provided,

 however, Norman shall reimburse RII for any reasonable out-of-pocket

 expenses incurred by RII in so providing such cooperation.

 b) ENFORCEMENT. If either Party discovers that the registered trademark

 Rights set forth in Paragraph 14(a) are infringed, that Party shall

 communicate the details to the other Party. RII shall cooperate

 fully with Norman in the defense and protection of the Norman

 Identification (provided, however, RII shall not be obligated to

 incur any out-of-pocket expenses in so providing such cooperation),

 and agrees to notify Norman of any adverse use in the Contract

 Territory of marks identical with or confusingly similar to the

 Norman Identification which come to RII's attention, or any other

 activity which RII reasonably determines may implicate the rights

 included in the Norman Identification, including without limitation

 Norman's right to publicity and/or privacy. Decisions involving the

 protection and defense of the Norman Identification and Norman's

 right to publicity and/or privacy shall be solely in the discretion

 of Norman; RII shall take no actions in this regard without the

 express written permission of Norman, which approval shall not be

 unreasonably withheld (for example, if an RII Competitor falsely

 represents that it has an association with Norman in the Contract

 Territory within the Contract Period, RII may want to take action

 against the RII Competitor alleging, among other things, false and

 misleading conduct, in which case Norman will consent to such

 action). Norman reserves the right to prosecute, defend, and conduct

 at its own expense all proceedings involving the Norman

Identification and Norman's right to publicity and privacy, and to take any action or institute any proceedings that it

 may deem proper or necessary for the protection of the Norman

 Identification and Norman's right of publicity and/or privacy.

 Norman may, at Norman's sole option, conduct proceedings in his own

 name and RII agrees that it will not claim or reserve any rights

 against Norman as a result of any such action or proceeding. If

 Norman conducts such proceedings solely at his expense then any

 damages, which may be recovered as a result of any such proceeding,

 shall vest solely in Norman. However, if RII contributes to the cost

 of such proceedings, Norman agrees to pay to RII such proportion of

 those damages recovered by Norman as contributed by RII.

 Furthermore, RII shall not be entitled to grant permission to any

 other person or entity to apply the Norman Identification to any

 goods or services, otherwise than as permitted by this Agreement.

15. TERMINATION AND DEFAULT.

 a) TERMINATION FOR BREACH. Either Party shall have the right, without

 prejudice to any other rights it may have, to terminate this

 Agreement if the other Party materially breaches its obligations

 hereunder and such breach remains uncured.

 A material breach occurs if either Party (i) fails to make any

 payment, or (ii) fails to observe or perform any of the covenants,

 agreements, or obligations (other than payments of money). Upon the

 breach of either of the above conditions, the non-defaulting party

 may terminate this Agreement as follows: (A) as to a default under

 clause (i) above, if payment is not made within ten (10) days after

 the defaulting party shall have received written notice of such

 failure to make payment; or (B) as to a default under clause (ii)

 above, if such default is not cured within thirty (30) days after

 the defaulting party shall have received written notice specifying

 in reasonable detail the nature of such default and such action the

 defaulting party must take in order to cure each such item of

 default.

 b) TERMINATION DUE TO INSOLVENCY. If either Party (the "Bankrupt

 Party"), (i) commences or becomes the subject of any case or

 proceeding under the bankruptcy or insolvency laws; (ii) has

 appointed for it or for any substantial part of its property a

 court-appointed receiver, liquidator, assignee, trustee, custodian,

 sequestrator or other similar official; (iii) makes an assignment

 for the benefit of its credits; (iv) fails generally to pay its

 debts as they become due; or (v) takes corporate action in

 furtherance of any of the foregoing (collectively, herein referred

 to as "Events of Insolvency"), then, in each case, the Bankrupt

 Party shall immediately give notice of such event to the other

 Party. Whether or not such notice is given, the other Party shall

 have the right, to the fullest extent permitted under applicable

 law, following the occurrence of any Event of Insolvency and without

 prejudice to any other rights it may have, at any time thereafter to

 terminate this Agreement, effective immediately upon giving notice

 to the Bankrupt Party.

 c) TERMINATION UPON CHANGES OF BUSINESS. If either in a single

 transaction or in a series of related transactions, and either

 directly or indirectly: (i) RII sells, or otherwise disposes of, all

 or substantially all of its business or assets (except for "ordinary

 course" inventory sales); (ii) prior to the effective date of the

 first registration statement for a public offering of securities of

 the Company (other than a registration statement relating to either

 the sale of securities to employees of the Company pursuant to a

 stock option, stock purchase or similar plan or a SEC Rule 145

 transaction) (an "IPO"), the shareholders of RII as of the date of

 this Agreement (measured on a fully diluted basis) no longer own at

 least fifty percent (50%) of the shares of its capital stock

 entitled to vote in the election of directors, or (iii) after an

 IPO, the shareholders of RII as of the date of this Agreement

 (measured on a fully diluted basis) no longer own at least

 twenty-five percent (25%) of the shares of its capital stock

 entitled to vote in the election of directors, then Norman shall

 have the right, without prejudice to any other rights Norman may

 have, at any time thereafter to terminate this Agreement, effective

 immediately upon giving notice to RII, provided that Norman gives

 RII such notice not later than sixty (60) days following the date on

 which RII notifies it of such event.

 d) EFFECT OF TERMINATION. Upon the expiration or termination of this

 Agreement for any reason (i) all payments that have accrued prior to

 the termination or expiration of this Agreement will be payable in

 full within thirty (30) days thereof; (ii) except as otherwise

 provided herein, each party shall promptly cease all use of any of

 the other party's displays, documents, artwork, symbols, logos,

 trademarks, trade names, photographic or graphic representations,

 depictions and/or other materials (including, but not limited to,

 advertising and/or promotional materials), which in any way or form

 (hard copy, electronic or otherwise) refer to or identify the other

 party or the other party's proprietary assets (collectively,

 "Materials"), except as otherwise set forth herein; (iii) except as

 otherwise provided herein, each party shall promptly remove all

 links and references to the other party's website and Materials from

 its own website; and (iv) each Party shall promptly deliver to the

 other Party all originals and copies of the other party's Materials

 then in its possession or control, and shall promptly take

 reasonable steps to erase all of the foregoing from all computer

 memories and storage devices within its possession or control, and

 certify in writing, signed by an officer of that party, that such

 reasonable steps have been taken. Notwithstanding the foregoing, if

 the Agreement is terminated for any reason other than RII's material

 breach, then for thirty (30) days following such termination, RII

 may continue to use any printed material already produced under this

 Agreement. At the conclusion of this period, RII's use of the

 printed material will cease. It is further agreed that, with respect

 to either party, any use of the other party's Materials after the

 termination or expiration of this Agreement by third parties shall

 not be deemed a breach by such party of this paragraph, as long as

such third parties received such materials in accordance with the

 terms hereof and such party takes reasonable steps to have such

 third parties discontinue use of the other party's materials after

 the termination or expiration of this Agreement.

16. TERMINATION BY RII.

RII may terminate this Agreement immediately by giving Norman notice if (i)

Norman dies or is prevented by injury or illness from satisfactorily performing

the obligations required by this Agreement; (ii) Norman is convicted of a

serious criminal offense or criminal offense involving dishonesty or fraud.

17. OTHER REMEDIES AND RIGHTS.

The termination rights set forth in Paragraphs 15 and 16 shall not constitute

the exclusive remedy of the non-defaulting party, however, if default is made by

either Party, the other may resort to such other remedies as such party would

have been entitled to if Paragraphs 15 and 16 were omitted from this Agreement.

Termination under the provisions of Paragraphs 15 and 16 shall be without

prejudice to any rights or claims, which the terminating party may otherwise

have against the defaulting party. In the event of any arbitration or

litigation, including breach, enforcement or interpretation, arising out of this

Agreement, the prevailing party of such litigation shall be entitled to recover

reasonable attorney's fees, costs, and expenses, including pre-litigation and

appellate attorneys' fees and costs.

18. MISCELLANEOUS PROVISIONS.

If any provision(s) of this Agreement shall be determined to be void, ambiguous,

or unenforceable, the same shall be stricken from this Agreement and in no way

shall affect other provisions of, or the validity or enforceability of this

Agreement. The Parties understand that the contents of this Agreement are

confidential, and that disclosure of same to any third party could be

detrimental to the interests of one or both Parties. Therefore, the Parties

agree not to disclose the terms of this Agreement, without the prior written

permission of the other party, other than to business advisors, legal and

financial representatives.

19. NOTICES.

All notices required hereunder shall be sent by overnight mail or first class

mail, or by confirmed electronic mail to the parties at the following addresses,

or such other addresses as the parties may designate in writing to each other

from time to time:

If to Norman: Great White Shark Enterprises, Inc.

 501 North A1A

 Jupiter, FL 33477

If to RII: Ritz Interactive

 2010 Main Street, Suite 400

 Irvine, CA 92614

 Attn.: Fred H. Lerner

All notices and submission shall be delivered to Norman at no charge to Norman.

In the event that Norman pays for any such charges, for example customs or

shipping charges, RII agrees to reimburse Norman for such charges.

20. FORCE MAJEUR.

Notwithstanding anything else contained in this Agreement, neither Party will be

liable for any delay in the performance of any of its obligations if such delay

is caused by any reason wholly outside the control of the Party so delaying (a

"Force Majeur Event") subject to the obligation of the Party so delaying

promptly notifying the other Party in writing of the reasons for the delay and

the likely duration of the delay. The performance of such Party's obligations

will be suspended during the period that the Force Majeur Event persists and

such Party will be granted an extension of time for performance equal to the

period of the delay. If the delay referred to above exceeds sixty (60) days (or

such other reasonable period taking into consideration the nature and cause of

the delay), either Party may forthwith terminate this Agreement whereupon the

Parties shall cease to be bound by their respective obligations under this

Agreement in respect of the period after termination and the Parties rights

granted under this Agreement shall cease.

21. ENTIRE AGREEMENT.

This Agreement, along with the Technical Services Agreement and Stock Option

Agreement, constitute the entire agreement of the parties and cannot be altered

or modified except by an agreement in writing signed by both parties. Upon its

execution, this Agreement shall supersede all prior negotiations, understandings

and agreements, whether oral or written, and such prior agreements shall

thereupon be null and void and without further legal effect.

22. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of

the State of Florida, applicable to contracts entered into and to be wholly

performed within the State of Florida.

23. JOINT VENTURE.

Nothing contained in this Agreement shall be construed as establishing an

employer/employee relationship between Norman and RII. Accordingly, there shall

be no withholding for tax purposes from any payments due Norman hereunder and

Norman shall be responsible for any and all income and other tax payments

required by Norman. Nothing contained in this Agreement shall be construed to

place the parties in the relationship of legal representatives, partners or

joint ventures. Neither Party shall have any power to bind the other in any

manner whatsoever, other than as otherwise stated in this Agreement. This

paragraph shall survive termination of this Agreement.

24. REPRESENTATIONS AND WARRANTIES.

 a) Norman represents and warrants to RII that:

 (i) Norman is able to enter into and perform under this Agreement;

 (ii) by entering into and performing under this Agreement Norman is

 not, and shall not be in conflict with any prior obligations

 to third parties;

 (iii) that Norman will not assign or transfer any of the License

 Rights described in Paragraph 2.

 b) RII represents and warrants to Norman that:

 (i) it is able to enter into and perform this Agreement;

 (ii) by entering into and performing under this Agreement, it is

 not, and shall not be in conflict with any prior obligations

 to third parties.

 25. INDEMNITY AND INSURANCE.

 a) INDEMNIFICATION BY RII. RII shall indemnify and hold Norman and each

 of its directors, officers, employees, agents and Affiliates

 harmless from and against any and all claims, actions, suits,

 proceedings, losses, damages and expenses (including, without

 limitation, reasonable attorneys', consultants' and experts' fees)

 (collectively, "Claims") arising out of or relating to any

 inaccuracy or breach of RII's representations, warranties, covenants

 or any claim or action for products liability, personal injury,

 death or other cause of action arising out of or in connection with

 this Agreement, including actions based upon negligence of RII under

 this Agreement, provided that RII shall be given prompt notice of

 any such action or claim. RII shall provide and maintain at its own

 expense a comprehensive general and products liability insurance

 with aggregate limits no less than $2,000,000 and RII shall submit

 to Norman a copy of the said insurance policy which shall name

 Norman as an additional insured party.

 b) INDEMNIFICATION BY NORMAN. Norman shall indemnify and hold RII and

 each of its directors, officers, employees, agents, distributors and

 Affiliates harmless from and against any and all Claims arising out

 of or relating to: (i) any inaccuracy or breach of Norman's

 representations, warranties, covenants or other obligations

 hereunder, and (ii) the use of the Norman Identification.

 c) INDEMNIFICATION PROCEDURES. In the event that any Claim is made as a

 result of which a party or any of its directors, officers,

 employees, agents, distributors or affiliates (collectively, an

 "Indemnified Party") may become entitled to indemnification by the

 other party (an "Indemnifying Party) pursuant to clauses (a) or (b)

 above, the Indemnifying Party shall, at its expense, have the right

 to participate in, and, at its option, to assume the defense of such

 claim with counsel reasonably satisfactory to the Indemnified Party.

 Promptly upon becoming aware of such Claim, the Indemnified Party

 shall give the Indemnifying Party notice thereof; provided, however,

 that the omission to notify the Indemnifying Party shall not relieve

 the Indemnifying Party from any liability that it may have to the

 Indemnified Party, except to the extent that the Indemnifying Party

 is actually prejudiced by such omission. If the Indemnifying Party

 elects so to assume the defense of such Claim, following its notice

 of such election to the Indemnified Party, the Indemnifying Party

 shall not be liable to the Indemnified Party in connection with the

 cost of the defense of such Claim, except to the extent otherwise

 provided below. Any settlement of any Claim shall require the mutual

 consent of the Indemnifying Party and the Indemnified Party and shall include as an unconditional term thereof the giving by the claimant or plaintiff

 to the Indemnified Party of a release from all liability with

 respect to such Claim. Notwithstanding the right of the Indemnifying

 Party to assume the defense of any Claim to which the Indemnified

 Party may become a party or target, the Indemnified Party shall have

 the right to employ separate counsel and to participate in the

 defense of such action. The Indemnifying Party shall bear the

 reasonable fees, costs and expenses of such separate counsel, if:

 (i) the use of the counsel chosen by the Indemnifying Party to

 represent the Indemnified Party would present such counsel with a

 conflict of interest; (ii) in the Indemnified Party's reasonable

 judgment, the Indemnifying Party shall not have employed

 satisfactory counsel to represent the Indemnified Party within a

 reasonable time after notice of the institution of such Claim

26. WAIVER.

The failure of Norman or RII at any time or times to demand strict performance

by the other of any of the terms, covenants or conditions set forth herein shall

not be construed as a continuing waiver or relinquishment thereof and either may

at any time demand strict and complete performance by the other of said terms,

covenants and conditions.

27. ASSIGNMENT.

This Agreement shall bind and inure to the benefit of Norman and his successors

and permitted assigns. Nothing herein shall prevent Norman form assigning the

monetary benefits (but not the obligations) of this Agreement, as he may so

desire. RII may not assign this Agreement, in whole or in part, without Norman's

written consent. In the case of reorganization, merger, consolidation, or sale

of all or substantially all of its assets, any attempt to assign this Agreement

other than as permitted above will be null and void.

28. SIGNIFICANCE OF HEADING.

Paragraph headings contained in this Agreement are solely for the purpose of

aiding speedy location of subject matter and are not in any sense to be given

weight in the construction of this Agreement. Accordingly, in case of any

question with respect to the construction of this Agreement, it is to be

construed as though such paragraph headings had been omitted.

29. INVALIDITY.

If any term, covenant, condition or provision of this Agreement or the

application thereof to any person or circumstance, shall to any extent be held

to be invalid, illegal, or unenforceable in any respect, the remainder of this

Agreement, or application of such term or provision to a person or circumstance

other than to those as to which it is held invalid, illegal, or unenforceable,

shall not be affected thereby, and each term, covenant, condition or provision

of this Agreement shall be valid and shall be enforced to the fullest extent

provided by law.

30. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which

shall be deemed an original and all of which will constitute together a single

document.

31. CONSTRUCTION.

The Parties acknowledge that this Agreement was negotiated between them and

shall not be construed against either Party on the grounds of authorship.

32. ARBITRATION.

Any dispute or difference between the parties hereto arising out of or relating

to this Agreement shall be settled by arbitration in accordance with the

Commercial Rules of the American Arbitration Association by a panel of three

qualified arbitrators. RII and Norman shall each choose an arbitrator and the

two arbitrators so chosen shall choose the third. If either RII or Norman fails

to choose an arbitrator within 30 days after notice of commencement of

arbitration or if the two arbitrators fail to choose a third arbitrator within

30 days after their appointment, the American Arbitration Association shall,

upon the request of any party to the dispute or difference, appoint the

arbitrator or arbitrators to constitute or complete the panel as the case may

be. Arbitration proceedings hereunder may be initiated by either RII or Norman

making a written request to the American Arbitration Association, together with

any appropriate filing fee, at the office of the American Arbitration

Association in the county in which proceedings are to be held pursuant to the

terms of the following sentence. All arbitration proceedings or litigation (to

the extent the remedy requested is not, by law, available through arbitration

[e.g., injunctive relief]) relating to any claims or disputes arising under or

relating to this Agreement shall be brought in the county in which the principal

executive office of the party not initiating such action or proceeding (i.e. the

defendant or responding party) is located. The parties irrevocably submit and

consent to the exercise of subject matter jurisdiction and personal jurisdiction

over each of the parties by the federal and/or state courts in such jurisdiction

(the "Selected Jurisdiction"). The parties hereby irrevocably waive any and all

objections that any party may now or hereafter have to the exercise of personal

and subject matter jurisdiction in the Selected Jurisdiction and to the laying

of venue of any such proceeding or action brought in the Selected Jurisdiction.

Any order or determination of the arbitral tribunal shall be final and binding

upon the parties to the arbitration and may be entered in any court having

jurisdiction.

IN WITNESS WHEREOF, the Parties execute this Agreement intending to be legally

bound.

RITZ INTERACTIVE, INC GREG NORMAN

/s/ Fred H. Lerner /s/ Greg Norman

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 Signature Signature

/s/ Fred H. Lerner /s/ Greg Norman

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 Print Name Print Name

 12/1/03 1 - Dec - 2003

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 Date Date

SCHEDULE A

RitzCamera.com

WolfCamera.com

Photography.com

CameraWorld.com

RitzPix.com

PhotoAlley.com

KitsCamera.com

CameraShopInc.com

Inkley'sCamera.com

BoatersWorld.com

OuterBanksOutfitters.com

FlshingOnly.com

BoatingOnly.com

RitzElectronics.com

RitzCameraAuctions.com

RitzCameraGSA.com

BigPrintGallery.com

BoatersWorldAuctions.com

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 SCHEDULE B

1. If nominated and elected, Norman will serve on the Ritz Interactive, Inc.,

("RII") board of directors.

2. Norman will participate in "road show events" leading to the initial public

offering of the common stock of RII.

3. Advertising initiatives may include Norman's participation in consumer

promotion including print campaigns, on-line advertising or corporate videos.

4. RII may utilize Norman and the Norman Identification in collateral materials

and special merchandise offers to its vendors and/or database of consumers.

5. RII may utilize Norman's lifestyle branding activities as content for its E-

commerce Portal, including, but not limited to, BoatersWorld.com,

FishingOnly.com, BoatingOnly.com.

6. Norman will make available to RII syndicated articles that can be used in

newsletters to RII's database, including, but not limited to, articles regarding

Norman's travels, tips for travel, fishing tips, photography tips, restaurants,

hotels, updates on his activities throughout the year, golf instruction and

general musings, etc.

7. Norman will act as host to targeted events, which involve golf outings or

augmenting RII's existing customer/vendor entertainment program(s) or trade

shows.

8. RII or its designed (the "Sponsor") will have the option to become a sponsor

of Norman's flagship tournament, the Franklin Templeton Shootout (November

10-16) in Naples, Florida. As part of this package, the Sponsor would receive

certain entitlements including Pro-Am spots, which can be used for business

development/customer entertainment.