

Tactacam Reseller Agreement:

Please Sign Document Pages 10 and 15 and email to
tara@tactacam.com or fax to 224-523-8106

This is required for all dealers that want to order the Tactacam 3.0
or 4.0 packages.

RESELLER AGREEMENT

THIS RESELLER AGREEMENT (this "**Agreement**") is dated as of the latest date stated by a party's signature to this Agreement, by and between **Tactacam LLC**, a Wyoming limited liability company, and the undersigned party ("**Reseller**").

W I T N E S S E T H:

WHEREAS, Tactacam LLC and its affiliates (collectively "**Tactacam**") is in the business of manufacturing certain Tactacam branded products ("**Products**"); and

WHEREAS, Reseller is in the business of selling products direct to consumers or to retailers for sale to consumers; and

WHEREAS, Reseller desires to purchase certain products from Tactacam and Tactacam desires to sell such products to Reseller, all upon the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Authorized Reseller.** Tactacam hereby grants to Reseller the non-exclusive right during the Term to sell the Products to the Customers in the Territory through the Authorized Channels. Capitalized terms used in this Section are defined in Schedule 1 unless otherwise defined in this Agreement. Except as set forth in this Agreement or otherwise approved by Tactacam in writing, Reseller shall not have any right to sell the Products.

2. **Authorized Channels.** Reseller shall not sell the Products outside of the Authorized Channels. Reseller shall ensure that all Reseller's direct-to-consumer websites where the Products are sold utilize customary controls to ensure that the Products are only sold to Customers and are not sold outside the Territory.

3. **Advertising.**

(a) ***Advertising Materials.*** Reseller shall only use materials or content provided by Tactacam (the "**Advertising Materials**") to advertise, promote and otherwise market the Products. Reseller may use the Advertising Materials until Tactacam notifies Reseller that such Advertising Materials may no longer be used. Tactacam shall use commercially reasonable efforts to provide such notice at least 30 days in advance. Reseller shall not modify the Advertising Materials or use any other materials to advertise, promote or otherwise market the Products, unless pre-approved in writing by Tactacam. Reseller agrees that all modifications of Advertising Materials and all materials approved by Tactacam shall be the sole property of Tactacam, whether or not created by Reseller, except that Reseller shall retain ownership of any of Reseller's trademarks incorporated into such materials, and Tactacam shall have no right to use Reseller's trademarks.

(b) **MAP Policy.** Reseller may sell the Products at any price, subject to the minimum advertised price limitations and MAP Policy set forth in Schedule 2 (the "**MAP Policy**"). In order to promote the development of a market for the Products while protecting and maintaining the image and integrity of the Products and related brands, Reseller agrees to comply with the MAP Policy. Tactacam may update the MAP Policy at any time by providing an updated Schedule 2 to Reseller, and such MAP Policy shall take effect 30 days after the date of the notice.

(c) **Use of Tactacam's trademarks.** Reseller shall only use Tactacam's trademarks as expressly permitted in this Agreement. Without limiting the generality of the foregoing, Reseller shall not register any domain name, social media account or other intellectual property right, business name or internet account incorporating all or any part of Tactacam's trademark "Share Your Hunt" or any other trademark or other intellectual property owned by Tactacam or incorporated into the Products. Reseller shall not use Tactacam's trademarks or confusingly similar terms as Google AdWords or for similar internet search related advertising.

4. Sales to Retailers.

(a) **Resale Terms.** If Reseller is authorized to sell the Products to Retailers (defined below), as stated on Schedule 1, then Reseller shall obtain a signed copy of the Resale Terms attached as Exhibit A executed by the Retailer prior to selling any Products to the Retailer (the "**Resale Terms**"). From time-to-time, Tactacam may update the Resale Terms, and Reseller shall obtain a signed copy of such Resale Terms from the Retailers Reseller sells to within 30 days of Tactacam's request, and as a condition of continuing to sell to such Retailers. If Reseller fails to timely provide a signed current Resale Terms to Tactacam, then Reseller shall be liable for all violations of the Resale Terms by the applicable Retailers. "**Retailer**" means a retailer that sells direct to end-consumers predominately through physical locations and not predominately through the internet. For purposes of this Agreement, online retailers such as Amazon and Overstock.com are not considered "Retailers" and Reseller shall not sell to or through such Retailers. Reseller shall promptly notify Tactacam if Reseller becomes aware of any breach of the Resale Terms by a Retailer. Retailer hereby assigns its rights to Tactacam under the Resale Terms, effective upon such breach by a Retailer, but only to the extent necessary for Tactacam to enforce the Resale Terms against the Retailer, seek remedies for breach and seek remedies for breach. Tactacam shall be entitled to receive and keep for its own account all damages obtained pursuant to the Resale Terms. Tactacam shall not be liable to Reseller for any violation of the Resale Terms by a Retailer, whether or not Tactacam has been made aware of the violation. Tactacam may enforce the Resale Terms in its sole discretion.

(b) **Prohibited Retailers.** From time to time, Tactacam may provide a list to Reseller identifying certain prohibited Retailers who have violated the Resale Terms. Reseller agrees that it shall not sell Products to any Retailer on the most current prohibited Retailer list provided by Tactacam without Tactacam's prior written approval.

(c) ***Listing Retailers to promote consumer sales.*** From time to time, upon written request by Tactacam, Reseller shall promptly provide a list of all Retailers that Reseller has sold products to within the 12 months prior to the date of the request, and all Retailers that Reseller has agreed to sell Products to within the 12 months after the date of the request. The parties agree that the purpose of this provision is to (i) permit Tactacam to list each Retailer on Tactacam's website and certain other mediums to assist with informing consumers of where certain Products can be purchased, (ii) confirm that each Retailer has agreed in writing to be bound by the Resale Terms, and (iii) evaluate whether the Retailers are violating the Resale Terms.

(d) ***Restriction on Tactacam sale to identified Retailers.*** During the Term and for 2 months after the termination of this Agreement by Tactacam for any reason other than Reseller's breach, Tactacam shall not sell Products directly to any Retailer that Reseller has identified to Tactacam that Reseller has sold Products to within the prior 2 months.

5. **Purchases.** During the Term Reseller may purchase Products from Tactacam subject to Tactacam's then standard purchase order ("PO"). Tactacam current PO is attached as Exhibit B. Tactacam may provide an updated PO to Reseller from time to time, and shall provide its current PO to Reseller upon request. A PO shall only be effective when accepted in writing by Tactacam. No PO may modify the terms of this Agreement. If there is a conflict between the terms of this Agreement and the terms of a PO, the terms of this Agreement shall apply to the extent of the conflict. Any purported variation from the terms of this Agreement in a PO shall only apply to the applicable PO and shall only apply to the extent the PO specifically identifies the applicable provisions of this Agreement to be modified with respect to the PO. Any breach of a PO is a breach of this Agreement. All POs shall be subject to the terms of this Agreement.

6. **Product Warranties.** Reseller acknowledges and agrees that Tactacam makes no product warranty to Reseller. Tactacam shall provide its standard product warranty for the applicable products warranting the products to the end-consumer. Tactacam shall provide a copy of its current product warranty to Reseller upon request. Tactacam may change the terms of the warranty, or may discontinue providing a warranty on the Products, at any time with or without notice, except that such change or discontinuation shall not apply to Products that are the subject of a binding PO prior to the date of such change or discontinuation.

7. **Customer Returns.**

(a) ***Defective Product.*** Reseller shall promptly refer all warranty claims or customer complaints relating to the Products to Tactacam's customer service department at the contact information identified in Schedule 1. If the return is of a defective product, Tactacam shall issue a return authorization number and, in its sole discretion, determine whether the defective Products are to be destroyed or returned to Tactacam. Tactacam shall pay the shipping costs of all such returns. At Tactacam's direction, Reseller shall promptly destroy, dispose of or return the applicable defective Product to Tactacam. Reseller shall not use or re-package any defective Products. As Reseller's sole and exclusive remedy for the return of any defective Product, Tactacam shall, at Tactacam's option, provide a comparable

replacement Product, or apply a credit to Reseller's account for the purchase price Reseller paid for the Product.

(b) ***Cancelled or refused orders.*** Returns associated with cancelled or refused orders may only be returned to Tactacam if Tactacam issues a Return Authorization Number. Reseller shall pay a 15% restocking fee and all shipping costs for all returns associated with cancelled or refused orders.

(c) ***No modification of Products.*** Reseller agrees that it shall not modify any Product or Product packaging in any way, and shall handle and store all Products with care in accordance with industry standards and in compliance with such reasonable requirements as Tactacam provides to Reseller from time to time. Reseller agrees that it shall be liable for all applicable warranty claims and defective Product returns if Reseller breaches this Subsection with respect to the applicable Products.

8. Ownership of Intellectual Property. The parties acknowledge and agree that Reseller has no right, title or interest in and to any intellectual property incorporated into the Products, packaging or Advertising Materials, including, without limitation, Tactacam's trademarks "Tactacam" and "Share Your Hunt". The parties agree that all such intellectual property, including, without limitation, all modifications suggested by Reseller, are the sole property of Tactacam as between the parties.

9. Term. The Term of this Agreement shall commence on the date stated on the first page of this Agreement and shall end on the date this Agreement is terminated in accordance with its terms (the "**Term**").

10. Termination. This Agreement may only be terminated as stated in this Section.

(a) Either party may terminate this Agreement at any time and for any reason or no reason by providing at least 30 days advance written notice to the other party.

(b) If Reseller fails to timely make any payment due under this Agreement, and such payment remains unpaid for at least 15 days after Tactacam notifies Reseller of the late payment, then Tactacam may immediately terminate this Agreement by providing written notice to Reseller; provided, however, that Tactacam shall only be obligated to provide one such late notice within any 12 month period, and upon the second late payment in the 12 month period, Tactacam may terminate this Agreement immediately by providing at least 15 days advance written notice to Reseller.

(c) If a party breaches this Agreement, and the breach is not cured within 30 days after the breaching party receives written notice of the breach from the non-breaching party, then the non-breaching party may terminate this Agreement immediately by providing 30 days written notice to the breaching party.

11. Effect of Termination.

(a) ***Reseller's right to complete pending sales.*** If this Agreement is terminated for any reason other than Reseller's breach of this Agreement, then Reseller may fulfill its contractual sales obligations to its customers, except that Tactacam shall not be obligated to sell any additional Products to Reseller after the termination date. If Reseller does not have contractual obligations to sell all its remaining inventory, Reseller shall promptly provide written notice to Tactacam of the amount of remaining inventory Reseller is not contractually obligated to sell as of the termination date (the "**Excess Remaining Inventory**") and Tactacam shall have 90 days to elect in writing to either purchase all or any part of such inventory from Reseller at the Repurchase Price or permit Reseller to sell the Excess Remaining Inventory for an additional 90 days after the termination date. "**Repurchase Price**" means the lesser of (i) the price Reseller paid for the Products, and (ii) the then current MAP for such Products. Reseller shall cause the applicable Products to be delivered to Tactacam in salable condition free and clear of all liens and encumbrances within 30 days after Tactacam elects to purchase the Excess Remaining Inventory shall pay the Repurchase Price to Reseller within 30 days after the Products are delivered to Tactacam. Reseller shall be responsible for all shipping costs. Reseller shall not sell any Remaining Inventory after the date of termination.

(b) ***Tactacam's right to repurchase remaining inventory.*** If this Agreement is terminated because of Reseller's breach, Tactacam may purchase all of Reseller's remaining inventory (including inventory Reseller is contractually obligated to sell) upon the purchase and delivery terms stated in Subsection 11(a).

(c) ***Sales after the termination date.*** Reseller shall no longer be an authorized reseller of the Products and may not sell any of the Products after the termination date, except as expressly permitted by this Agreement. All sales by Reseller shall still be subject to the terms of this Agreement. Reseller shall also promptly cease using all Advertising Materials and promptly remove all references to the Products and Tactacam from its website.

(d) ***Domain name and other registrations.*** Reseller shall immediately transfer possession and control of all domain names, social media accounts and other registrations incorporating Tactacam's intellectual property in the title of such domain name, social media account or registration, whether or not such registration was authorized by Tactacam.

12. Remedies.

(a) In the event any litigation or controversy arises out of or in connection with this Agreement between the parties, the party which prevails or substantially prevails, shall be entitled to recover its reasonable attorney's fees and costs of such litigation from the other party, including, without limitation, all expenses and suit costs, including those associated with any appellate or post-judgment collection proceeding.

(b) Reseller acknowledges that a breach of the MAP Policy would constitute anti-competitive behavior that would damage the market for the Products, devalue Tactacam's

brands and harm other purchasers of the Products from Tactacam. The parties agree that the amount of such damages would be difficult to accurately determine, and as a reasonable estimate in light of the anticipated harm caused by any such breach, Reseller shall pay to Tactacam \$100,000 per breach of the MAP Policy as liquidated damages and not as a penalty.

(c) All rights and remedies available under this Agreement and at law or in equity shall be cumulative, and neither application for nor receipt of any remedy shall operate as a limitation of any other right or remedy.

(d) Reseller shall pay a late fee of 1.5% to Tactacam on any payment that is at least 10 days late. All late payments shall accrue interest at the rate of 1% per month on the unpaid balance until paid in full.

(e) If a party terminates this Agreement for the material breach of the other party, then, the terminating party may terminate all outstanding POs, and neither party shall have any further obligation to the other party relating to such POs.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR MALFEASANCE ON THE PART OF ITS EMPLOYEES OR CONTRACTORS OR OTHERWISE), SHALL TACTACAM BE LIABLE TO RESELLER FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

13. Mutual Representations and Warranties. Each party represents and warrants to the other party as of the date of this Agreement and throughout the Term:

(a) The party is duly formed, validly existing and in good standing under the laws of the state of its formation, has all requisite power and authority to carry out its business as it is now being conducted.

(b) The party is duly qualified and in good standing to do business in every jurisdiction where failure to qualify would be in violation of applicable law.

(c) The party has duly approved the execution, delivery and performance of this Agreement and the transactions contemplated in this Agreement.

(d) The party's execution, delivery, performance of and compliance with this Agreement will not (i) violate any statute, rule, license, regulation, judicial or administrative order, award, judgment or decree applicable to the party; or (ii) conflict with or violate any of the terms, conditions or provisions of the party's governing documents or any understanding, restriction, contract, license or indenture to which the party is subject.

14. Disclaimer of Warranties. EXCEPT AS STATED HEREIN, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE SET FORTH HEREIN,

TACTACAM SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Confidentiality of Terms. The parties acknowledge and agree that the terms of this Agreement, and the negotiations of the parties relating to this Agreement are confidential, and neither party shall disclose any such information without the other party's written consent, except as required by law, and to their attorneys, accountants, financial advisors, and family, or as permitted by this Agreement.

16. Waiver. No failure or delay in exercising any right, power or privilege hereunder or at law or in equity shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any such right, power or privilege. No waiver of any right or remedy shall be effective unless contained in a writing signed by the party waiving such right or remedy. A waiver in one circumstance shall not constitute a waiver for any other circumstance.

17. Reseller's Indemnity Obligations. Reseller hereby agrees to indemnify, defend and hold harmless Tactacam and Tactacam's members, managers, officers, employees and affiliates from and against any and all losses, costs, and expenses resulting from or arising out of any claims of any nature whatsoever as a result of a Reseller's breach of this Agreement.

18. Tactacam's Indemnity Obligations. Tactacam hereby agrees to indemnify Reseller and Reseller's officers, directors, managers, members, stockholders and affiliates from and against any and all losses, costs, and expenses resulting from or arising out of any claims of any nature whatsoever which may arise out of Tactacam's breach of this Agreement.

19. Survival. The provisions of Sections 1 through 19 and 29 shall survive the execution of this Agreement. All other terms which expressly or by their nature survive the termination of this Agreement shall continue in full force and effect after the termination of this Agreement until such obligations are satisfied in full or expire by their nature or express terms.

20. Entire Agreement. This Agreement, including the exhibits and schedules, contains the entire agreement between the parties and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. The attached exhibits and schedules form an integral part of this Agreement and are incorporated herein by reference and expressly made a part of this Agreement.

21. Amendment and Modifications. This Agreement may only be amended or modified in writing signed by the parties.

22. Severability. Each provision of this Agreement shall be interpreted in a manner so as to be legal, valid and enforceable, if at all possible. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable (each a "**Severed Provision**") the Severed Provision shall be stricken from this Agreement and all other provisions of this Agreement shall remain in full force and effect. Each Severed Provision shall immediately be

replaced by a provision as near in terms as possible under applicable law to the Severed Provision, so as to give full force and effect, as near as possible to the original intent of the parties.

23. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns. Neither party may assign this Agreement or any portion of any right, title, interest or obligation under this Agreement.

24. Tactacam's Affiliates. The affiliates of Tactacam Distributors, LLC shall be entitled to enforce the terms of this Agreement to the extent applicable to Products sold by such affiliate to Reseller.

25. Interpretation; Construction. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. All terms and words used in this Agreement, regardless of numbers and genders in which they are used, shall be deemed to include singular or plural and all genders as the context or sense of this Agreement or any section or clause herein may require. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the parties confirms that both such party and their counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person. This Agreement shall not be construed against the principal drafter.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any legal action brought to enforce or construe this Agreement shall be brought in the courts located in Sedgwick County, Kansas, and the parties hereby agree to the exclusive jurisdiction of such courts and agree that they will not invoke the doctrine of *forum non conveniens* or other similar defenses.

27. Notice. Unless otherwise provided in this Agreement, all notices or demands by any party to this Agreement shall be in writing and sent by (i) certified United States mail, return receipt requested, postage pre-paid, and properly addressed; (ii) by nationally recognized courier; or (iii) by email. All notices relating in any way to an indemnity claim or breach of this Agreement must be sent by nationally recognized courier or by certified United States mail, return receipt requested, postage pre-paid, and properly addressed. Certified mail shall be effective when provided. Notices sent by nationally recognized courier shall be effective on the business day after the date the notice is scheduled for delivery. Email shall be effective one business day after transmission. For purposes of this Agreement, the addresses of the parties hereto for purposes of notification shall be as set forth on the signature page by the party's signature. Either party may update its address by providing notice to the other party.

28. Counterparts and Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic and pdf signatures of the parties shall be binding.

[Remainder of page intentionally blank. Signatures are on the next page.]

IN WITNESS WHEREOF, the parties hereto deem this Reseller Agreement effective as of the day and year first written above.

TACTACAM, LLC

Sign: _____
Name: _____
Title: _____
Date: _____

Notice Information:
Tactacam, LLC
Attention: Jeff Peel, CEO
504 W Foltz Drive
Caledonia, MN 55921
jeff@tactacam.com

RESELLER

Company Name: _____

Sign: _____
Name: _____
Title: _____
Date: _____

Notice Information:
Address: _____
Attn: _____

Email: _____

Schedule 1

Products: all products Reseller purchases from Tactacam, including, with limitation, all Tactacam branded products.

Territory: United States of America.

Customers: consumers [**and Retailers**].

Authorized

Channels: [**••direct sales to Retailers, and ••**]Reseller's retail locations and Reseller's direct-to consumer-website at _____.

Tactacam Customer

Service: [844-482-2822 Ext.2, Support@tactacam.com]

Schedule 2

MAP POLICY

(Tactacam)

Effective September 1, 2016

Advertised Prices. Reseller shall not advertise the Products for sale in any manner at a price lower than the price (the "MAP") stated in this MAP Policy, unless approved in writing by Tactacam prior to such advertising.

In-Store Promotion. Reseller may list a lower price inside its physical retail location(s) using banners, signs, advertisements, announcements and other promotional methods, so long as no such promotion is visible or audible outside of the retail location.

Website Sales. If Reseller is authorized to sell Products through its website and elects to do so, then Reseller shall ensure that its website does not include a price lower than the MAP, except that Reseller may list a lower actual sales price in an online shopping cart after the item has been placed in the cart.

Discounts. Reseller shall not advertise any discount specifically for the Products that would result in a price lower than the MAP; provided, however, that Reseller may still advertise generally applicable discounts that apply on a store-wide, department-wide, or website-wide basis that would result in a lower price than the Minimum Advertised Price, but the lower price shall not be shown in connection with the Products except at in-store checkout, or in an online shopping cart.

Bundled Sales. Reseller may not sell Products in a bundle with an advertised price lower than the sum of the MAP of the Products. If the bundle includes a Product for which there is no MAP, then, in lieu of a MAP, Reseller shall use Reseller's average non-discounted selling price for such Product for the prior 12 months, and if there have been no such sales, then the price Retailer paid for the Product.

MAP: See Below

From Sept 1,2016 and 2017 MAP PRICING

ITEM #	DESCRIPTION	MAP
TA-FB-FB	TACTACAM 2.0 With Flat Black Stabilizer	\$199.99
TA-FB-GUN	TACTACAM 2.0 With Custom Gun Mount	\$199.99
TA-3-BOW	TACTACAM 3.0 With Flat Black Stabilizer	\$259.99
TA-3-GUN	TACTACAM 3.0 With Custom Gun Mount	\$259.99
TA-4-BOW	TACTACAM 4.0 With Flat Black Stabilizer	\$329.99
TA-4-GUN	TACTACAM 4.0 With Custom Gun Mount	\$329.99
LBAT	Recharable Battery for Tactacam 2.0	\$19.99
LBAT4	Recharable Battery for Tactacam 3.0/4.0	\$19.99
PRM-45	Picatinny Rail Mount 2.0	\$24.99
M-CG	Custom gun Mount	\$33.99
S-FB	Standard Flat Black Stabilizer for Tactacam 2.0	\$49.99
S-FB-4	Standard Black Stabilizer for Tactacam 3.0/4.0	\$49.99
32GBSD	Class 10 32GB SD Card for Tactacam 2.0	\$39.99

Exhibit A

Resale Terms

See attached.

RESALE TERMS

(Tactacam)

The undersigned ("**Retailer**") acknowledges and agrees that, as of the date stated by Retailer's signature, as a condition of being authorized to sell Tactacam branded and other products (collectively "**Products**") sold by Tactacam Distributors, LLC and its affiliates (collectively "**Tactacam**") to Retailer directly or through one or more distributors, Retailer agrees to comply with the terms set forth in this Resale Terms.

1. **Territory.** Retailer may sell the Products only to end consumers, and not to retailers, in _____ (if this line is blank, then Retailer may only sell the Products in the United States of America) (the "**Territory**").
2. **Authorized sales channels.** Retailer may only sell the Products through Retailer's physical retail locations in the Territory and through Retailer's direct-to-consumer website. Retailer shall use customary controls on Retailer's direct-to-consumer website to ensure that the Products are not sold outside of the Territory.
3. **Limitation on use of Tactacam's trademarks.** Retailer may only use Tactacam's trademarks as expressly authorized by Tactacam. Retailer shall not register any domain name, social media account or other intellectual property right, business name or internet account incorporating all or any part of the Tactacam's trademark "Share Your Hunt" or any other trademark or other intellectual property owned by Tactacam or incorporated into the Products. Retailer shall not use any Google AdWords or other internet search advertising using Tactacam's trademarks or confusingly similar terms. Immediately upon Tactacam's request, Retailer shall transfer to Tactacam possession and control of all domain names, social media accounts and other registrations incorporating Tactacam's intellectual property in the title of such domain name, social media account or registration, whether or not such registration was authorized by Tactacam.
4. **Advertising materials.** Retailer shall only advertise, promote or otherwise market the Products using materials provided by or approved in advance by Tactacam (the "**Advertising Materials**"). Retailer shall promptly stop using Advertising Materials after Tactacam notifies Retailer that such materials are no longer approved. Retailer agrees that all modifications of Advertising Materials shall be the sole property of Tactacam, whether or not created by Retailer, except that Retailer shall retain ownership of any of Retailer's trademarks incorporated into such materials, and Tactacam shall have no right to use Retailer's trademarks.
5. **MAP Policy.** Retailer may sell the Products at any price, subject to the minimum advertised price limitations and MAP Policy attached to these Resale Terms (the "**MAP Policy**"). In order to promote the development of a market for the Products while protecting and maintaining the image and integrity of the Products and related brands, Retailer agrees to comply with the MAP Policy. Tactacam may update the MAP Policy at any time by providing an updated Schedule 2 to Retailer, and such MAP Policy shall take effect 30 days after the date of the notice.
6. The parties agree that the amount of such damages would be difficult to accurately determine, and as a reasonable estimate in light of the anticipated harm caused by any such breach, at Tactacam's option, Retailer shall pay to Tactacam \$100,000 per breach of this provision as liquidated damages and not as a penalty. Tactacam may elect to enforce this provision against other sellers of the Products in Tactacam's sole discretion, and shall have no liability to Retailer for any enforcement or election not to enforce the terms of this provision against any other reseller.
7. **Pass-through Product warranties.** Retailer acknowledges and agrees that Tactacam makes no product warranty to Retailer. Tactacam shall provide its standard product warranty, at the time the Products were purchased from Tactacam, for the applicable Products warranting the Products to the ultimate consumer. Tactacam shall provide a copy of its current product warranty to Retailer upon request. At any time with or without notice, Tactacam may change or discontinue any warranty for future Product purchases.
8. **Defective Product returns.** Retailer shall promptly refer any warranty claims or customer complaint relating to the Products to Tactacam's customer service department. If the return is of a defective product, Tactacam shall issue a return authorization number and, in its sole discretion, determine whether the defective Products are to be destroyed or returned to Tactacam. Tactacam shall pay the shipping costs of all such returns. At Tactacam's direction, Retailer shall promptly destroy or return the applicable defective Product to Tactacam. Retailer shall not use or re-package any defective Products. As Retailer's sole and exclusive remedy for the return of any defective Product, Tactacam shall, at Tactacam's option, replace the Product or reimburse Retailer's for the purchase price Retailer paid for such Product. As a condition of such replacement or refund, Retailer shall provide standard and customary documentation to Tactacam upon request.
9. **No modification of Products.** Retailer agrees that it shall not modify any Product or Product packaging in any way, and shall handle and store all Products with care in accordance with industry standards and in compliance with such reasonable requirements as Tactacam provides to Retailer from time to time. Retailer agrees that it shall be liable for all applicable warranty claims and defective Product returns if Retailer breaches this provision.
10. **Ownership of intellectual property.** The parties acknowledge and agree that Retailer has no right title or interest in and to any intellectual property incorporated into the Products, packaging, or Advertising Materials, including, without limitation, Tactacam's trademarks "Tactacam" and "Share Your Hunt." The parties agree that all such intellectual property, including, without limitation, all modifications suggested by Retailer, are the sole property of Tactacam as between the parties.
11. **Repurchase of inventory.** If Retailer violates these Resale Terms, then Tactacam may immediately revoke Retailer's right to sell the Products by providing written notice to Retailer. After such notice, Retailer shall promptly provide written notice to Tactacam of the amount of Retailer's remaining inventory (the "**Remaining Inventory**") and Tactacam shall have 90 days to elect in writing to purchase all or any part of such inventory from Retailer at the Repurchase Price. "**Repurchase Price**" means the lesser of (i) the amount Retailer paid for such Products, and (ii) Tactacam's current MAP for such Products. Retailer shall cause the applicable Products to be delivered to Tactacam in salable condition free and clear of all liens and encumbrances within 30 days after Tactacam elects to purchase the Remaining Inventory. Tactacam shall pay the Repurchase Price to Retailer within 30 days after the Products are delivered to Tactacam. Retailer shall be responsible for all shipping costs. Retailer may not sell any Remaining Inventory after Tactacam revokes Retailer's right to sell the Products.
12. All rights and remedies available under this Agreement and at law or in equity shall be cumulative, and neither application for nor receipt of any remedy shall operate as a limitation of any other right or remedy.
13. No failure or delay in exercising any right, power or privilege hereunder or at law or in equity shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any such right, power or privilege. No waiver of any right or remedy shall be effective unless contained in a writing signed by the party waiving such right or remedy. A waiver in one circumstance shall not constitute a waiver for any other circumstance.
14. Retailer acknowledges that Tactacam is an intended beneficiary of these Resale Terms and that Tactacam is entitled to enforce these Resale Terms against Retailer.
15. Retailer acknowledges that Tactacam may update these Resale Terms at any time by providing written notice to Retailer, and such updated Resale Terms shall take effect immediately with respect to all Retailer purchases occurring after the effective date of the updated Resale Terms.

DISTRIBUTOR

Company Name: _____

Sign: _____

Name: _____

Title: _____

Date: _____

RETAILER

Company Name: _____

Sign _____

Name: _____

Title: _____

Date: _____

MAP POLICY

**(Tactacam)
Effective September 1, 2016**

Advertised Prices. Reseller shall not advertise the Products for sale in any manner at a price lower than the price (the "MAP") stated in this MAP Policy, unless approved in writing by Tactacam prior to such advertising.

In-Store Promotion. Reseller may list a lower price inside its physical retail location(s) using banners, signs, advertisements, announcements and other promotional methods, so long as no such promotion is visible or audible outside of the retail location.

Website Sales. If Reseller is authorized to sell Products through its website and elects to do so, then Reseller shall ensure that its website does not include a price lower than the MAP, except that Reseller may list a lower actual sales price in an online shopping cart after the item has been placed in the cart.

Discounts. Reseller shall not advertise any discount specifically for the Products that would result in a price lower than the MAP; provided, however, that Reseller may still advertise generally applicable discounts that apply on a store-wide, department-wide, or website-wide basis that would result in a lower price than the Minimum Advertised Price, but the lower price shall not be shown in connection with the Products except at in-store checkout, or in an online shopping cart.

Bundled Sales. Reseller may not sell Products in a bundle with an advertised price lower than the sum of the MAP of the Products. If the bundle includes a Product for which there is no MAP, then, in lieu of a MAP, Reseller shall use Reseller's average non-discounted selling price for such Product for the prior 12 months, and if there have been no such sales, then the price Retailer paid for the Product.

MAP:

From 9/1/2016 and 2017 MAP PRICING

ITEM #	DESCRIPTION	MAP
TA-FB-FB	TACTACAM 2.0 With Flat Black Stabilizer	\$199.99
TA-FB-GUN	TACTACAM 2.0 With Custom Gun Mount	\$199.99
TA-3-BOW	TACTACAM 3.0 With Flat Black Stabilizer	\$259.99
TA-3-GUN	TACTACAM 3.0 With Custom Gun Mount	\$259.99
TA-4-BOW	TACTACAM 4.0 With Flat Black Stabilizer	\$329.99
TA-4-GUN	TACTACAM 4.0 With Custom Gun Mount	\$329.99
LBAT	Recharable Battery for Tactacam 2.0	\$19.99
LBAT4	Recharable Battery for Tactacam 3.0/4.0	\$19.99
PRM-45	Picatinny Rail Mount 2.0	\$24.99
M-CG	Custom gun Mount	\$33.99
S-FB	Standard Flat Black Stabilizer for Tactacam 2.0	\$49.99
S-FB-4	Standard Black Stabilizer for Tactacam 3.0/4.0	\$49.99
32GBSD	Class 10 32GB SD Card for Tactacam 2.0	\$39.99