

XTech Tactical, LLC Sales Agreement

This Sales Agreement (“Agreement”) is entered into and effective as of the Effective Date by and between XTech Tactical, LLC, an Arizona entity having a principle address of 1855 E Southern Ave Suite 204, Mesa, Arizona 85204, (XTech Tactical) and _____ (“Company”) having a principle place of business at:

_____ (Address).

Required Documentation: (No Exceptions shall be made, each of the follow MUST be provided)

1. Signed and Dated Sales Agreement
2. Valid Sales + Use Tax Resale Certificate, and/or Permit
3. State Business License(s) in accordance with all local, state, and federal laws
4. FFL (if required to sell our products in your area per local laws)

Confidential: All information pertaining to pricing, intellectual property, yet to be publicly released products and any other non-publicly available information on XTech Tactical shall be considered confidential. By executing this agreement Company agrees to share in any form any above listed items for the duration of the time Company sells XTech Tactical products and 3 years thereafter.

Payment: Unless otherwise agreed, payment shall be made prior to the shipping of any products. Credit cards are accepted but a 3% processing fee will be added. Electronic ACH transfer shall be made available to the Company.

Shipping: All orders are EX Works Tempe, Arizona. Company shall be responsible for all shipping, insurance, taxes, duties, and compliance to all laws and restrictions.

Receiving: Claims for missing or damaged items must be reported in writing or email within 72 hours of receipt of the order. Upon receipt of the shipment, inspect package(s) for any visible damage. Prior to reporting any missing items, please check counts to packing slip included in the shipment.

Liability: XTech Tactical will not be held responsible for any legal action or damage caused by incorrect, irresponsible, modification to, or any misuse of XTech Tactical products.

Minimum Advertised Price (MAP):

XTech Tactical is committed to producing premium products for serious users in the firearms market.

XTech Tactical will strictly enforce its Minimum Advertised Pricing Policy (MAP Policy).

MAP pricing for XTech Tactical products is 10% below the current pricing listed for the product on www.xtechtactical.com XTech Tactical offers bulk pricing for consumers for some products, bulk offerings are unique products from single unit options. MSRP and therefore MAP is derived off the actual product/SKU purchased by the Company.

The MAP Policy will work under the following guidelines:

The MAP Policy applies to all advertised and publicly accessible pricing. This includes as permissible by law “add to cart for pricing” or similar methodology which is available to be viewed by the general public. MAP Policy and XTech Tactical does not dictate the price for which the product is sold, merely what is advertised publicly.

Combination Packages with other products are permissible so long as the package/combination cost is equal to or greater than twice the gross combined total MAP pricing for the included XTech Tactical products.

Participation in the MAP Policy is non-negotiable and is not subject to individual or special terms. Any failure to comply with the MAP Policy may result in immediate termination of this agreement and XTech Tactical's refusal to ship future product to the Company. XTech Tactical need not provide preceding notice or issue warning before taking any action under this MAP Policy.

MAP Holidays

The following calendar days of the year are considered MAP holidays where the MAP Pricing Policy does not apply. Dates not implicitly listed below are all subject to the MAP Pricing Policy. The below United States National Holidays are available to all sellers of XTech Tactical products as MAP holidays. The calendar days are defined as 12:01am(EST)-11:59pm(PST) on the days provided below.

Veteran's Day (actual day only)

July 4th (actual day only)

Thanksgiving (Thursday of Thanksgiving through the following Monday, also known as Cyber Monday)

MAP Pricing may be adjusted by a maximum of \$0.05 USD decrement in accordance with dealer pricing strategies (i.e. \$49.95-\$49.99)

The terms of this MAP Policy are confidential and should not be disclosed to other parties. This MAP Policy has been established to help ensure the reputation of XTech Tactical. This MAP Policy is also designed to offer the Company incentive to invest resources into products for XTech Tactical customers.

By signing below, you acknowledge that the Company will abide by XTech Tactical's MAP Policy.

Company Name _____

Printed Name

Signature

Title _____

Date _____