



We are very excited to welcome you to the Tethrd family of official retailers.

This Dealer Agreement ("Agreement") is made as of the **Effective Date** set forth on the signature page attached hereto by and between Tethrd LLC., a Delaware limited liability company ("Tethrd"), organized and existing under the laws of Delaware, with an office at 2409 Pulaski Highway Columbia TN 38401 U.S.A., and the dealer set forth on the signature page attached hereto ("Dealer"), and provides as follows:

WHEREAS, Tethrd desires to sell its products through select dealers that offer excellent end user service;

WHEREAS, Dealer is an experienced seller of hunting equipment; and

WHEREAS, Tethrd and the Dealer desire to enter into this Agreement whereby Dealer sells Tethrd's products to End Users.

NOW THEREFORE, in consideration of the premises and the mutual promises herein, and in consideration of the representations, warranties, and covenants herein contained, the parties, incorporating the recitals into the Agreement, hereby agree as follows:

1. Appointment as Non-exclusive Dealer.

1.1 Subject to the terms and conditions of this Agreement and subject to such implementing rules and instructions as Tethrd may issue from time to time, Tethrd hereby appoints Dealer as a non-exclusive dealer for the Tethrd products

1.2 Tethrd reserves the right to appoint other dealers within the same sales area at its own discretion.

2. Obligations of Dealer.

2.1 Dealer will energetically promote the sale and use of the Products. Without limitation to the generality of the foregoing, Dealer will maintain adequate stock levels to meet anticipated Product demand and additionally maintain adequate business venue, together with an adequate storage and display facility for the Products;

2.2 Maintain a staff of competent sales personnel to solicit orders for the sale of Products and provide excellent end user service;

2.3 Act as a liaison between the end user and Tethrd when special questions or concerns arise;

2.3.1 Train end users in the safe operation of the Products;

2.3.2 Arrange for and ensure the prompt and efficient warranty replacement subject to the liabilities of Tethrd under its product warranty of all Products sold by Dealer and instruct end users to contact Tethrd directly;

2.4 Dealer may not, without the consent of Tethrd, reverse engineer, disassemble, modify or redesign any Product or component part thereof, or use any Product for any purpose other than that for which it is intended, or integrate any Product or component part thereof with any other equipment. Any such actions will render any Product warranties provided by Tethrd null and void.

2.5 Dealer agrees that they may sell the Products only to end-user customers and not to other retailers or distributors or through third-party or auction sales, including but not limited to those via Internet venues such as eBay or Amazon.com for the intent of resale.

2.6 Dealer must maintain a brick and mortar (physical retail sales) location while selling Tethrd products. Dealer may include Tethrd product on its own online or web-based sales in conjunction with sales in the physical location.

3. Promotional Information.

3.1 Tethrd will, at Tethrd's expense, furnish Dealer with such quantities as is determined by Tethrd to be reasonable, of standard information and marketing literature in the English language relating to the Products. Upon the request of Tethrd, Dealer will, in a timely manner, return all manuals, product information letters, and similar material provided to Dealer by Tethrd. Tethrd reserves the right to review and approve any promotional materials regarding the Products developed by Dealer prior to their use.

3.2 Tethrd may, at its sole discretion, list Authorized Tethrd Dealers on its website and other forums in whatever way it is deemed most useful to the end users of the Products. Dealer listings can be found here: www.tethrdnation.com

4. Orders; Minimum Purchases.

4.1 All orders are subject to Tethrd's standard terms and conditions of sale in effect at the time the applicable order is accepted by Tethrd. By placing an order, Dealer will be deemed to have accepted the Terms and Conditions with respect to such order. All orders will be accepted or rejected by Tethrd in accordance with the Terms and Conditions.

4.2 The minimum initial order for the Dealer is Three Thousand five hundred dollars (US \$3500.00). If you are an existing Dealer and have already placed orders with Tethrd, this does not apply.

4.3 Pricing for Tethrd products do not include shipping. All orders are FOB Columbia TN. Dealer may use their own shipping account if desired.

5. Prices; Demo Equipment; Export Control.

5.1 Tethrd's prices to Dealer for Products are listed on the current Dealer Order Form found at www.tethrdnation.com/wholesale. Such prices may be amended from time to time by Tethrd, at its sole discretion and Dealer will be notified of changes. In addition, Tethrd reserves the right, without notice and without liability to Customer, to add to or eliminate Products offered for sale or to change the design or specifications for products.

5.2 Dealer will maintain MSRP for Tethrd products as listed on Tethrd's website at all times. With prior approval, Dealer may offer occasional sales of products but may not price more than 15% below Tethrd's current MSRP.

5.3 Tethrd reserves the right to modify, update and change its MSRP at its discretion. Tethrd will notify Dealer of any changes 30 days prior to the effective date.

6. Payment Terms

6.1 Dealer will pay invoice per 30-day terms unless otherwise approved by Tethrd, or by Buyer's Group agreement.

6.2 Late Fee; If invoice is not paid within 10 days after the set terms, a 15% penalty of total invoice amount will apply.

7. Confidentiality.

7.1 Tethrd's Dealer prices, and all data, information, technology, and trade secrets (including, without limitation, the identity of Tethrd's dealers and customers and prospective dealers and customers and their requirements, Tethrd's methods of doing business, Tethrd's proprietary technical documentation, and all information relating to the Products and Tethrd's operations) are deemed to be "Confidential Information".

Any Confidential Information that is disclosed to Dealer, or otherwise acquired or learned by Dealer, will be treated as proprietary and confidential and will, at all times, be and remain the exclusive property of Tethrd. Neither Dealer nor any of its officers, directors, employees, or agents may (i) disclose any Confidential Information to any person, firm, or corporation except with Tethrd's prior written consent; or (ii) use any Confidential Information except as necessary to fulfill its obligations hereunder. The foregoing does not apply to Confidential Information which is in, or enters, the public domain otherwise than by reason of a breach of this Agreement.

7.2 Dealer may disclose Confidential Information to its directors, officers, employees, and agents who have a need to know such Confidential Information, provided that each such person (or entity) is subject to a non-disclosure agreement with provisions at least as restrictive as those set forth in this Section 6.

7.3 Dealer's obligations under this Section 6 will survive the expiration or termination of this Agreement and will continue until such time as the Confidential Information enters the public domain, other than by reason of a breach of this Agreement. Dealer acknowledges that a breach of this Section 6 shall cause Tethrd irreparable harm not fully compensable by money damages and that, upon such a breach, Tethrd shall be entitled to immediate injunctive relief, without the requirement of posting bond, in addition to all other remedies available under this Agreement, at law or in equity.

7.4 Upon the expiration or termination of this Agreement, Dealer will promptly deliver to Tethrd all sales literature then in its possession and all written materials which contain Confidential Information, without retaining copies thereof.

8. Relationship of Parties; Indemnification.

8.1 The relationship between the parties established by this Agreement is that of independent contractors in which Tethrd is vendor and Dealer is vendee of the Products.

8.2 Dealer is not an agent or employee of Tethrd, and accordingly has no right or authority to enter into any contracts in the name of or for the account of Tethrd, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of Tethrd.

8.3 Subject to the rights granted to and the obligations undertaken by it pursuant to this Agreement, Dealer will conduct its business at its own initiative, responsibility, and expense. Dealer will indemnify and hold Tethrd, and Tethrd's officers, directors, and employees harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Dealer's operations pursuant to this Agreement, as well as Tethrd's costs, including attorneys' fees, in defending against them.

9. Trademarks and Trade Name.

9.1 Unless otherwise agreed upon by the parties in writing, Dealer will clearly identify the Products as products of Tethrd and will sell, market, promote, advertise, and describe the Products under Tethrd's trademarks, trade names, model numbers, and other designations and terminology as set forth in Section 8.1.1. Dealer will not use the Trademarks except as set forth herein and in connection with the sale and marketing of the Products.

Tethrd hereby grants to Dealer a revocable, non-exclusive, non-assignable, royalty-free license to use the Trademarks in the sales area in the form and format provided by Tethrd solely for the purpose of marketing and selling the Products. Any unauthorized use of the Trademarks by Dealer will constitute an infringement of Tethrd's rights and a material breach of this Agreement.

9. Rights to Inventions and Patent Rights.

9.1 Dealer will not be deemed by anything contained in this Agreement, or done pursuant to it, to acquire any right or title to, or interest in, any patent, now or hereafter covering, or applicable to any Product, nor in or to any invention or improvement now or hereafter embodied in any Product, whether or not such invention or improvement is patentable under the laws of any country.

9.2 Tethrd has the option to prosecute any patent infringement claims and Dealer will cooperate with and render assistance to Tethrd in such prosecution. Dealer will promptly notify Tethrd in writing of any formal or informal notice to it or institution of any proceeding against it charging patent infringement. If any patent infringement claim is made against Dealer charging that Dealer's use of the Product infringes any patent, Tethrd, at its sole option, in order to mitigate any damages which might thereafter accrue both to Tethrd and Dealer, may instruct Dealer to discontinue selling the Product in question until such time as the dispute is settled or may defend the patent infringement claim, in which case Dealer will cooperate and render assistance to Tethrd on such defense. If Dealer fails to comply promptly with said instructions of Tethrd, Tethrd will be discharged from any obligations or liabilities accruing thereafter.

10. Force Majeure. Notwithstanding any provision contained herein to the contrary, neither Tethrd nor Dealer is liable or responsible for delay in performance or for nonperformance during any period in which such performance is prevented or hindered by any cause beyond Tethrd's or Dealer's reasonable control, including, but not limited to, fire, flood, war or act of war, embargo, labor difficulties, interruption of transportation, accident, explosion, riot or civil commotion, or other act of nature or other cause beyond their control. In the event force majeure conditions prevent the performance of either party for a period greater than ninety (90) calendar days, either party may terminate this Agreement by written notice to the other.

11. Term and Termination.

11.1 This Agreement is effective as of the Effective Date and will remain in effect until which time the Dealer no longer wishes to sell Tethrd products in its store.

11.2 Without limiting Section 11.3, upon the breach of any obligation under this Agreement by the other party, the aggrieved party may give to the defaulting party notice of such breach, which notice will specify the exact nature of the breach and will expressly state the aggrieved party's intention to terminate this Agreement in the event the breach is not remedied within thirty (30) days after the receipt of such notice, and if after the expiration of such period, the defaulting party has failed or refuses to remedy such breach, and to pay the damages caused thereby, this Agreement may be terminated forthwith, effective upon dispatch of notice by the aggrieved party to the defaulting party.

12. Effect of Termination.

12.1 Neither party possesses nor will be deemed to possess any right of property in or incident to this Agreement, and the parties agree that any termination of this Agreement according to the formalities specified herein will not constitute an unfair or abusive termination or create any liability not set forth in this Agreement of the terminating party to the terminated party. Unless expressly set forth herein, upon termination of this Agreement in any manner, neither party is liable to the other, either for compensation or for damages of any kind, whether on account of the loss by Tethrd or Dealer of present or prospective profits on present sales or prospective sales, investments or goodwill, and the parties hereby waive any rights which may be granted to them by sovereign entities or political subdivisions in the local sales area which are not granted to them by this Agreement.

12.2 Notwithstanding anything to the contrary in this Agreement, no termination of this Agreement by either party will affect any rights or obligations of either party which are (i) vested pursuant to this Agreement as of the effective date hereof, or (ii) intended by the parties to survive such expiration or termination.

12.3 The right of either party to terminate is not an exclusive remedy, and either party is entitled alternatively or cumulatively to damages for breach of this Agreement, to an order requiring performance of the obligations of this Agreement, or to any other remedy available under applicable law.

12.5 Dealer grants Tethrd an option, upon expiration or termination of this Agreement, to purchase part or all of any inventory of Products held by Dealer at the time it receives notice of the exercise of such option. Such option will be exercised by notice delivered in accordance with Section 14 given at any time prior to or within ten (10) calendar days after such expiration or termination. The price will be the lesser of: (i) fair market value at wholesale in the sales area at the time, or (ii) Dealer's cost for such Products. Dealer agrees to afford Tethrd's representatives' access to its inventory of Products for inspection prior to the exercise of the option and further agrees not to sell part or all of its inventory of Products other than by sales to its usual end users at usual prices in the ordinary course of business until Tethrd's option has been exercised or expires.

13. Assignability. The rights granted to Dealer under this Agreement are not assignable without the prior, written consent of Tethrd. Any attempted assignment without the consent of Tethrd is void ab initio. Tethrd may assign its rights and obligations under this Agreement without the prior written consent of Dealer.

14. Language; Notices and Other Communications. The English language version of this Agreement is controlling in case of any inconsistency between such version and any translation thereof. Any notice, request, consent, demand, or other communication given or required to be given hereunder is effective when sent if made in writing, in English, and sent by electronic mail or facsimile with a confirmation copy sent by overnight carrier to the respective addresses of the parties as follows:

To Tethrd: 2409 Pulaski Highway Columbia TN 38401

Phone: (952) 288-7821

E-mail: val@tethrdnation.com

To Dealer: See address on signature page attached hereto.

15. No Waiver of Rights. Failure at any time to require the other party's performance of any obligation under this Agreement does not affect the right to require performance of that obligation. Any waiver of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

16. Dispute Resolution. Except for disputes arising out of or related to intellectual property, any claim or dispute arising out of, or related to, this Agreement, or the making, performance, or interpretation thereof, will be finally settled by arbitration in accordance with the rules of the International Chamber of Commerce. The award of the arbitrator shall be the sole and exclusive remedy of the parties regarding any claims, counterclaims, issues, or accountings presented or pledged to the arbitrator. The fees, costs, and expenses of the substantially prevailing party will be borne by the non-prevailing party. All disputes arising out of or related to intellectual property shall be heard in the state or federal courts located in Columbia TN, USA, and the parties hereby irrevocably consent to the jurisdiction of such courts for the resolution of such intellectual property disputes.

17. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart constitutes an original instrument, but all such separate counterparts constitute only one and the same instrument.

18. Severability. Should any part of this Agreement be invalid, such invalidity will not affect the validity of any remaining portion which will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. It is the intent of the parties hereto that they would have executed the remaining portion of this Agreement without including such invalid portion.

19. Law to Govern. This Agreement is governed by and construed in accordance with the laws of the state of Delaware, United States of America. The parties hereby expressly disclaim the operation of the United Nations Convention on the International Sale of Goods.

20. Headings. The Section headings contained in this Agreement are for reference purposes only and have no effect in any way the meaning or interpretation of this Agreement.

21. Written Agreement to Govern. This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party is bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in this Agreement or as subsequently set forth in writing and executed by a duly authorized officer of each party.

DEALER AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Reseller signature (Dealer or Distributor):

Company: _____,

organized under the laws of _____ (State or Country)

Signed by: _____ (Reseller Representative)

Print Name: _____

Its _____ (Representative Title)

Date: ____/____/20____ (mm/dd/yy)

Mailing Address: _____

Tethrd, Inc. signature:

By: Valerie Power

Its: EVP Operations

Date: 12/14/2022