

Sportsmen's Direct Inc.

INDEPENDENT PROSTAFF AGREEMENT

Terms & Conditions (Rev. 8-23-11)

Please read this Independent ProStaff Agreement carefully before accepting the terms and conditions and agreeing to join our ProStaff. By agreeing to these terms and conditions, you acknowledge that you have read, understand and are bound by the Independent ProStaff Agreement. For “man to man” explanations of this “Legal Mumbo Jumbo”, please read the ProStaff FAQ: <https://www.sportsmensdirect.com/prostaff/faq.php>

1. Sportsmen's Direct understands and agrees:

- A. Sportsmen's Direct will pay ProStaff commissions based on sales of Sportsmen's Direct products submitted with that ProStaff's ID number.
- B. Sportsmen's Direct will pay ProStaff, with one or more enrolled ProStaffers, commissions based on sale of commissionable Sportsmen's Direct products submitted with that ProStaff's ID number.
- C. Sportsmen's Direct will calculate and pay commissions in accordance with the then current Sportsmen's Direct published commission schedule (see Compensation Schedule). Sportsmen's Direct may change commissions, incentive program rules and sales requirements with at least 30 days' prior written notice to ProStaff.
- D. Sportsmen's Direct will not impose on ProStaff any geographical territories or limits relating to sales and enrollment of ProStaff in the United States or Canada.

2. As an Independent ProStaffer of Sportsmen's Direct (also referred to as “the company”), I understand and agree:

- A. I will promote Sportsmen's Direct products to customers, person to person. I will not sell Sportsmen's Direct products on any unauthorized websites on the Internet, Ebay or in any public, trade show, retail (other than enrolling “Mom & Pop” owner/operator retailers as ProStaffers) or service establishments. I will promote Sportsmen's Direct products in a truthful, sincere and honest manner. I will conduct myself in a manner that reflects the standards of integrity and responsibility in keeping with the reputation of the company.
- B. I will protect Sportsmen's Direct's trademarks and trade name by not reproducing Sportsmen's Direct's name and/or trademarks or use Sportsmen's Direct's materials for use in any advertising without the prior written approval of the company.
- C. Out of fairness to all Sportsmen's Direct ProStaffers, I am not permitted to advertise in paid media. Paid distribution of any kind is strictly prohibited.
- D. I will not share any coupon or discount codes earned and intended for personal use only.
- E. I will abide by the company's Blogging Policy/ Internet Rules and Regulations (see Section 6).
- F. I am an independent contractor. I am not an employee, agent, partner or franchisee of, or joint venturer with, Sportsmen's Direct. I cannot act on behalf of, represent or conclude any contracts on behalf of Sportsmen's Direct. I do not have any authority to incur any decisions or liability on behalf of Sportsmen's Direct.
- G. As an independent contractor, I am responsible for all self-employment taxes, income taxes and other filings required by and not covered by any State Unemployment or Worker's Compensation Act. I will not be treated as an employee with respect to the

Agreement for federal, state or local law tax purposes, or otherwise. I agree to abide by all federal, state and local laws regarding Sportsmen's Direct.

- H. I will represent the company in a truthful manner. I will ensure all personally enrolled ProStaffers are the age of 18 years or older, a legal resident of the United States with a valid Social Security Number or a legal resident of Canada.
- I. I understand that information and materials provided to me may contain confidential and proprietary information of Sportsmen's Direct. I may not use, disclose or reproduce these materials for other than my Sportsmen's Direct business without the express written consent from Sportsmen's Direct.
- J. I will not demonstrate or sell any other products, including products made by me personally, as part of my Sportsmen's Direct business, at any Sportsmen's Direct demonstration or at a Sportsmen's Direct sponsored meeting.
- K. I will permit Sportsmen's Direct to release my name, telephone number and/or e-mail address to my up-line ProStaff or in response to a customer request for a ProStaff referral, unless I notify Sportsmen's Direct at info@sportsmensdirect.com that I do not want information released. I also agree that Sportsmen's Direct reserves the right to assure continued service to customers if this Agreement is terminated.
- L. I agree that Sportsmen's Direct has the right to audit my sales, including my sales records, to confirm eligibility for awards and commissions, make adjustments when necessary and to otherwise enforce the terms of this Agreement, and I will comply fully with Sportsmen's Direct audit requests.

3. General:

- A. This Agreement is subject to acceptance by Sportsmen's Direct and conditioned upon the purchase of the ProStaff Kit and completion of the on-line ProStaff Enrollment Form.
- B. Payment of commission checks is contingent upon receipt and approval of the completed ProStaff Commission Form.
- C. ProStaffer acknowledges that he or she is free to terminate this Agreement at any time, for any reason, upon written notice. Sportsmen's Direct may terminate this Agreement at any time, with or without cause, by providing written notice to ProStaffer at the address listed on the on-line ProStaff Enrollment Form. Immediately, upon termination of this Agreement, ProStaffer shall lose all rights to purchase products from Sportsmen's Direct at ProStaff pricing. In addition, ProStaffer shall immediately cease from representing him or herself as a ProStaffer of Sportsmen's Direct and shall lose all rights to any commission, bonuses or incentives not yet received.
- D. This Agreement can only be altered, modified or changed by an authorized Sportsmen's Direct corporate officer.
- E. This Agreement shall be governed by the laws of the State of Michigan as to all matters.

4. Specific:

- A. Join our ProStaff:
 - 1. Complete on-line ProStaff Enrollment Form.
 - 2. Purchase a ProStaff Kit (2 decals and 100 custom double-sided business cards) along with any other products and receive a 20% discount on every order. You will receive your ProStaff ID number via e-mail after your purchase.
 - 3. If you choose to promote and sell Sportsmen's Direct products or enroll other ProStaffers, using your ProStaff ID number, you may earn commissions. Completion and submission of ProStaff Commission Form is required before your first commission payment will be processed.
- B. DirectCash:
 - 1. DirectCash is a ProStaff product credit account.

2. DirectCash is available immediately for purchases at ProStaff pricing.
 3. Earn \$5 DirectCash bonus for each personally enrolled ProStaffer, payable the following month (available only to those enrolled by June 30, 2010).
 4. Earn \$50 DirectCash bonus “bounty” for each new product line personal recommendation added to our website, payable the month following the product’s introduction on www.sportsmensdirect.com.
 5. DirectCash credits cannot be converted back to cash.
 6. DirectCash credits may be used towards payment of shipping/handling and sales tax.
- C. Shipping costs shall be charged to the individual placing the order.
- D. Commissions paid monthly on the 15th of the following month. Commission checks less than \$10 will be deposited into DirectCash account. Commission checks can be automatically deposited into DirectCash account. 30 days written notification required for all changes (submit a new ProStaff Commission Form).
- E. Note that all commissions and bonuses, including those deposited into DirectCash, are subject to local, state and federal tax. 1099 forms will be processed each calendar year.

5. Sales and Enrollment Obligation:

As an Independent ProStaffer of Sportsmen’s Direct, I understand that I am NOT obligated or required to sell any Sportsmen’s Direct products or to enroll other Independent ProStaffers. I understand that I maintain good standing with Sportsmen’s Direct by abiding by these terms and conditions.

6. Blogging Policy/ Internet Rules and Regulations:

A. Guidelines for Interaction About The Company on the Internet

1. Blogging, tweets, posts on Facebook, LinkedIN, etc. shall be limited to:
 - a. Product success stories (post pictures if available)
 - b. New products officially released on www.sportsmensdirect.com
 - c. Company successes (repost/ retweet of blogs and PR releases)
 - d. Possibility of earning extra income (with no guarantees)
 - e. Personal successes with and events for ProStaff
 - f. Company news that is not considered confidential or internal to ProStaff
2. If writing a blog or developing a website that will mention the company and/ or our current and potential products, employees, ProStaff, partners, customers, and competitors, I shall identify that I am an Independent ProStaffer of Sportsmen’s Direct and that the views expressed on the blog or website are mine alone and do not represent the views of the company.
3. I agree to cooperate fully with Sportsmen’s Direct so that internet search engines list the Sportsmen’s Direct website as the first search result when an internet user makes a query containing the name “Sportsmen’s Direct” or any Sportsmen’s Direct Trademark or Content.
4. Unless given permission by Sportsmen’s Direct, I am not authorized to speak on behalf of the company, nor to represent that I do so.

B. Confidential Information Component of the Blogging Policy

1. I shall not share information that is confidential and proprietary about the company. This includes information about trademarks, upcoming product releases, sales, finances, number of products sold, number of employees or ProStaffers, company strategy, and any other information that has not been publicly released by Sportsmen’s Direct.
2. The company logo and trademarks shall not be used without explicit permission in writing from Sportsmen’s Direct.

C. Respect and Privacy Rights Components of the Blogging Policy

1. I shall speak respectfully about Sportsmen's Direct and our current and potential employees, ProStaffers, customers, partners, and competitors. I shall not engage in name calling nor behavior that will reflect negatively on the company's reputation. Note that the use of copyrighted materials, unfounded or derogatory statements, or misrepresentation is strictly prohibited and will result in disciplinary action including, but not limited to, termination of this Agreement.
2. I am encouraged to write knowledgeably, accurately, and using appropriate professionalism. Despite disclaimers, my web interaction can result in members of the public forming opinions about the company and its employees, ProStaff, partners, and products.
3. I shall honor the privacy rights of our current employees and ProStaff by seeking their permission before writing about or displaying internal company happenings that might be considered to be a breach of their privacy and confidentiality.

D. Competition Component of the Blogging Policy

1. I may not sell any product or service that would compete with any of the company's products or services without permission in writing from the president.

E. Legal Liability Component of the Blogging Policy

1. I recognize that I am legally liable for anything I write or present online. ProStaff can be disciplined by the company for commentary, content, or images that are defamatory, pornographic, proprietary, harassing or libelous. I can also be sued by company employees, competitors, and any individual or company that views my commentary, content, or images as defamatory, pornographic, proprietary, harassing or libelous.

F. Media Contact Component of the Blogging Policy

1. Media contacts about the company and our current and potential products, employees, ProStaff, partners, customers, and competitors should be referred to the company for coordination and guidance.