



RESALE TERMS
(MoJack – Scent Crusher)

The undersigned ("**Retailer**") acknowledges and agrees that, as of the date stated by Retailer's signature, as a condition of being authorized to sell Scent Crusher branded and other products (collectively "**Products**") sold by MoJack Distributors, LLC and its affiliates (collectively "**MoJack**") 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 MoJack's trademarks.** Retailer may only use MoJack's trademarks as expressly authorized by MoJack. 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 MoJack's trademark "Scent Crusher" or any other trademark or other intellectual property owned by MoJack or incorporated into the Products. Retailer shall not use any Google AdWords or other internet search advertising using MoJack's trademarks or confusingly similar terms. Immediately upon MoJack's request, Retailer shall transfer to MoJack possession and control of all domain names, social media accounts and other registrations incorporating MoJack's intellectual property in the title of such domain name, social media account or registration, whether or not such registration was authorized by MoJack.
4. **Advertising materials.** Retailer shall only advertise, promote or otherwise market the Products using materials provided by or approved in advance by MoJack (the "**Advertising Materials**"). Retailer shall promptly stop using Advertising Materials after MoJack notifies Retailer that such materials are no longer approved. Retailer agrees that all modifications of Advertising Materials shall be the sole property of MoJack, whether or not created by Retailer, except that Retailer shall retain ownership of any of Retailer's trademarks incorporated into such materials, and MoJack 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. MoJack 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 MoJack's option, Retailer shall pay to MoJack \$100,000 per breach of this provision as liquidated damages and not as a penalty. MoJack may elect to enforce this provision against other sellers of the Products in MoJack'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 MoJack makes no product warranty to Retailer. MoJack shall provide its standard product warranty, at the time the Products were purchased from MoJack, for the applicable Products warranting the Products to the ultimate consumer. MoJack shall provide a copy of its current product warranty to Retailer upon request. At any time with or without notice, MoJack 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 MoJack's customer service department. If the return is of a defective product, MoJack shall issue a return authorization number and, in its sole discretion, determine whether the defective Products are to be destroyed or returned to MoJack. MoJack shall pay the shipping costs of all such returns. At MoJack's direction, Retailer shall promptly destroy or return the applicable defective Product to MoJack. Retailer shall not use or re-package any defective Products. As Retailer's sole and exclusive remedy for the return of any defective Product, MoJack shall, at MoJack'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 MoJack 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 MoJack 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, MoJack's trademarks "MoJack" and "Scent Crusher." The parties agree that all such intellectual property, including, without limitation, all modifications suggested by Retailer, are the sole property of MoJack as between the parties.
11. **Repurchase of inventory.** If Retailer violates these Resale Terms, then MoJack 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 MoJack of the amount of Retailer's remaining inventory (the "**Remaining Inventory**") and MoJack 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) MoJack's current MAP for such Products. Retailer shall cause the applicable Products to be delivered to MoJack in salable condition free and clear of all liens and encumbrances within 30 days after MoJack elects to purchase the Remaining Inventory. MoJack shall pay the Repurchase Price to Retailer within 30 days after the Products are delivered to MoJack. Retailer shall be responsible for all shipping costs. Retailer may not sell any Remaining Inventory after MoJack 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 MoJack is an intended beneficiary of these Resale Terms and that MoJack is entitled to enforce these Resale Terms against Retailer.
15. Retailer acknowledges that MoJack 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: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

RETAILER
 Company Name: _____
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

MAP POLICY

**(MoJack – Scent Crusher)
Effective January 1, 2017**

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 MoJack 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:	Ozone Go – Car/Truck Unit	\$49.99
	Gear Bag	\$199.99
	Flexible Hunter's Closet	\$299.99
	Deluxe Steel Hunter's Closet	\$399.99
	Equipment/Boot Station	\$79.99
	Wash O3 Laundry Unit	\$399.99
	Roller Bag	\$249.99
	Hard Tote	\$299.99
	Grenade	\$29.99
	Grenade Re-Fill	\$14.99