

Impact Weapons Components, LLC ("IWC") PINNACLE Affiliate Program Agreement

This agreement governs your participation in the IWC PINNACLE Affiliate Program. You are not authorized to perform any services for or on behalf of IWC and IWC shall not be required to pay any commissions or other compensation to you unless and until such time as you have been accepted into the IWC Affiliate Program (as defined below) and you have affirmatively accepted this Agreement electronically or in writing, as required by IWC at the time of your acceptance as a Participant in the PINNACLE Affiliate Program.

The IWC PINNACLE Affiliate Program (the "Affiliate Program") is operated by Impact Weapons Components, LLC, a Colorado limited liability corporation ("IWC"). "IWC Site" means the Impact Weapons Components web sites and other web sites, owned and operated by IWC, that offer the Affiliate Program. Depending on the context, IWC Site may mean multiple or only one of those web sites. In this agreement, the terms "Participant", "you" and "your" refer to you (the applicant), pursuant to the Affiliate Program.

1. Description of Affiliate Program

The Affiliate Program provides Participants the ability to earn commissions as compensation for referring customers to the IWC service (the "Service") available at the IWC Site or any successor web site(s) thereof, or other URLs owned or controlled by IWC at which the Service may be made available from time to time and generating online sales of the Service.

In order to become a Participant, you must submit an application at : (the "Program Site") and complete the Participant application, as further described in Section 2 below. We will evaluate your application and notify you of your acceptance, in IWC's sole discretion. Until you are notified of your acceptance and you have affirmatively accepted the terms of this Agreement, you are not authorized to distribute the Service on behalf of IWC and you will not be entitled to any commissions or compensation from IWC.

Following your acceptance as a Participant, you will have the right to utilize a self-created Promotional Code as made available by IWC in accordance with Section 7(B) below. Subject to the terms of this Agreement, Participants may include the Promotional Code in any or all such communications. Customers who use the Promotional Code to purchase goods or services provided by Impact Weapons Components are attributed to the Participant. When such Customers purchase goods or services provided by Impact Weapons Components the relevant Participant is eligible for a commission for such sale as described in Section 3 (Commission Fees) below.

2. Required Information: Affiliate Account

In order to become a Participant, you must provide IWC with the information required in the online application form located on the Site. As part of this process, and upon request of IWC, Participants must submit an executed IRS Form W-9 to IWC via mail or email to the address set forth below under Section 18 (Notice). Failure to provide IWC with an updated W-9 will result in the withholding of earned commission payments until the form is received.

You are responsible for maintaining the confidentiality of the email address and password that you designate as your login combination, and you are fully responsible for all activities that occur under your email address and password. You agree to immediately notify IWC of any unauthorized use of your email address or password or any other breach of security. IWC will not be liable for any loss or damage arising from your failure to comply with this provision.

3. Commission Fees

IWC will make its best effort to pay you a Commission Fee on each Qualifying Sale to a customer who purchase goods or services provided by Impact Weapons Components, who uses the Promo Code attributed to the Participant.

Commission Fee Schedule:

You will earn Commission Fees based on either the sale price of Qualifying Sales according to fee schedules to be established by us. "Sale price" means the sale price listed on the IWC Site and excludes costs for shipping, handling, rebates, refunds, returns, charge backs, cancellations and taxes. The current Commission Fee Schedule is available to you through IWC's Site.

Commission Structure:

IWC may offer special pricing and discounts in its sole discretion. IWC has no obligation to revise this Agreement when it changes its fees and/or offers special pricing or discounts.

If a Qualifying Sale for which a Commission Fee is paid to Participant is later refunded or charged back, the relevant Commission Fee will be deducted from the next payment sent to Participant following such event.

Please note that IWC reserves the right to change any of the terms and conditions in this Agreement at any time, including the Commission Fee Schedule and payment terms described in this Section 3, by posting a new agreement on IWC's Site (or any successor or replacement web site thereof), as described below in more detail in Section 14 (Modifications).

4. Commission Fee Payments

Within approximately 15 days after the end of each calendar month during the Term, IWC shall deliver to you (1) the aggregate Commission Fees (less any taxes required to be withheld under applicable law) due to you with respect to such calendar month and (2) a statement of Qualifying Sales activity with respect to such calendar month. IWC will make such payments by check in the name of and to the address you provide to IWC on IWC's Site (the "Payee Information"). You will be responsible for updating the Payee Information by logging on to IWC's Site and updating your account information. IWC reserves the right to not send a payment to you until such time as the aggregate payment due to you is at least \$50.00. In its last regularly scheduled payment to Participants in each calendar year, IWC will distribute the aggregate amount then owing to you, even if such amount is less than \$50.00.

5. Sales Payment Processing

IWC will be solely responsible for processing every Qualifying Sale. Payment processing, cancellations and refund processing, and related customer service are the responsibility of IWC. All of the rules, operating procedures and policies of IWC regarding customer sales will apply to all sales orders IWC receives. IWC reserves the right to reject any sales order that does not comply with its rules, operating procedures and/or policies. Participant is not permitted to make any exceptions to IWC's rules, operating procedures or policies or otherwise communicate with customers about these rules except with IWC's prior written authorization, which may be withheld in IWC's sole discretion.

6. Tracking of Qualifying Sales

IWC will be solely responsible for tracking sales. Statements of sales activity will be provided to Participant as described in Section 4 (Commission Fee Payments) above. To protect the privacy of IWC's customers, the e-mail addresses and other personally identifying information of customers will not be provided to Participant. All information about customers and users collected by IWC shall be owned solely and exclusively by IWC.

7. Intellectual Property

A) Use of IWC Intellectual Property

As between the parties, Participant acknowledges and agrees that IWC owns all right, title and interest in and to all patents, copyright, trademarks, trade secrets, service marks, trade names and other intellectual property in the IWC Site, and any software provided by IWC in connection with this Agreement (the "IWC Intellectual Property"). Participant shall not take any action inconsistent with such ownership by IWC, nor attempt to register any IWC Intellectual Property in any jurisdiction.

You, by virtue of this Agreement, shall not obtain or claim any right, title or interest in or to the IWC Intellectual Property, except the right of use as specified herein, and you acknowledge and agree that all such use shall inure to the benefit of IWC.

Participant shall use the IWC Intellectual Property only as provided by IWC, and shall not alter copy, modify, take, sell, re-use, or distribute in any manner any of the IWC Intellectual Property in any way except as otherwise permitted under this Agreement. IWC shall have the right to monitor the quality of Participant's use of the IWC Intellectual Property. Any references to the IWC Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by IWC. Upon a request from IWC, Participant shall promptly cease use of any and all IWC Intellectual Property.

8. IWC Policies Apply to All Orders

Every Customer who purchases through the Affiliate Program is deemed to be a customer of IWC. Participant does not have the authority to make or accept any offer on behalf of IWC. All IWC policies regarding customer orders for the IWC Site will apply to these customers, including those set forth in the IWC Privacy Policy and Terms and Conditions. IWC is not responsible for any representations made by Participant that contradict IWC's policies.

9. Prices and Availability

Prices charged for goods, products and services sold under this program will be determined by IWC according to its own pricing policies. Prices may vary from time to time as determined in IWC's sole discretion. IWC policies will always determine the price paid by the customer.

10. Prohibited Content and Activities; Complaints

A) Prohibited Content and Activities

Directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using anything related to or contained in the Affiliate Program or your access the IWC Site unless previously authorized by IWC;

Make any sales orders, or engage in other transactions of any kind on the IWC Site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so;

Take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring;

Seek to purchase or register any keywords, search terms or other identifiers that include or contain IWC's trademarks, service marks, trade names and branding or any variation or misspellings thereof for use in any search engine, portal, sponsored advertising service or other search or referral service; or

Any other content or activity that IWC finds objectionable in its sole discretion.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to remedy any prohibited activity, we may (without limiting any other rights or remedies available to us) withhold any Commission Fees otherwise payable to you under this Agreement and/or terminate this Agreement.

11. Web Site Service Interruption

IWC will use commercially reasonable efforts to keep the IWC Site operational. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Participant agrees not to hold IWC liable for any of the consequences of such interruptions.

12. Prohibitions Regarding Use of Electronic Communications

Electronic Communication includes email messages, text messages, and any other form of non-verbal communication occurring without the use of physical mail. You agree that you are bound to act in compliance with all applicable federal, state and local laws and regulations, including without limitation, the CAN-SPAM Act of 2003 ("CAN-SPAM") and the Children's Online Privacy and Protection Act of 1998 ("COPPA") when using Electronic Communication on behalf of IWC.

13. Term of the Agreement

This Agreement shall commence on the day it is accepted by the Participant and shall continue until terminated by Participant or IWC as provide herein (the "Term").

14. Modifications

IWC reserves the right to change any of the terms and conditions in this Agreement, at any time and in its sole discretion, by posting a new agreement reflecting such changes on the Program Site, such changes to be effective upon posting. Modifications may include, for example, changes in the scope of available Commission Fees, payment procedures, and Affiliate Program rules. IWC will not be required to provide notice to Participants of changes to the Agreement other than by posting the revised Agreement as described above. Participant may not change or modify this Agreement. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED

PARTICIPATION IN THE AFFILIATE PROGRAM FOLLOWING OUR POSTING OF A NEW AGREEMENT ON THE PROGRAM SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

15. Termination of this Agreement

Either party, with or without reason, acting in its sole discretion, may choose to cancel this Agreement at any time by written notice of cancellation to the other. Such cancellation will be effective immediately after such notice.

Upon termination of this Agreement, Participant shall immediately cease the performance of all services being conducted by Participant under this Agreement, and shall immediately cease use of all IWC Intellectual Property and the Program Site.

You are eligible to earn Commission Fees only on Qualifying Sales that occur during the term, and Commission Fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

16. Warranty Disclaimer

IWC makes no warranties, representations or conditions with regard to the Affiliate Program, the IWC Site, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade. Further, IWC expressly disavows any obligation to indemnify Participant or any of its representatives or owners in connection with any lawsuit or other proceeding arising out of any of Participant's users' use of the IWC Site. In addition, we make no representation that the operation of the IWC Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors; however, we will make commercially reasonable efforts to correct errors or interruptions promptly.

17. Limitation of Liability

IWC shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or the program, even if IWC has been advised of the possibility of such damages. Further, IWC's aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total Commission Fees paid or payable by IWC to Participant under this Agreement.

18. Notice

All notices and requests in connection with this Agreement will be given in writing and will be deemed given as of (1) the day they are received if sent either by messenger, delivery service, or the U.S. mail or (2) the date sent if delivered by email or fax, and addressed as follows:

If to IWC:

IWC PINNACLE Affiliate Program
P.O. Box 323
Timnath, CO 37930

pinnacle@impactweaponscomponents.com

If to Participant:

To the postal address or email address provided by Participant to IWC on the Site.

19. Representations and Warranties

Participant represents and warrants that it has the necessary and full rights, power, authority and capabilities to enter into this Agreement and to perform its obligations hereunder and that the execution of and performance of its obligations under this Agreement will not violate the rights of any third party, nor any applicable federal, state and local law or regulation.

20. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

21. Indemnification

Accordingly, in addition to any other indemnification obligations contained in this Agreement, you shall protect, defend, hold harmless and indemnify us and our parent or related entities from and against any and all claims, actions, liabilities, losses, costs and expenses, even if such claims are groundless, fraudulent or false (including court costs and reasonable attorneys' fees) incurred as a result of claims of customers or other third parties against us and our affiliates, licensors, suppliers, officers, directors, employees and agents arising from or connected with any of the activities related to your participation in this Agreement or Affiliate Program, or

your misuse, unauthorized modification or unauthorized use of the terms provided by us hereunder.

22. Miscellaneous

Participant and IWC are independent contractors and nothing in this agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Participant shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of IWC. Subject to the foregoing restriction, this Agreement is binding upon, insures to the benefit of and is enforceable by the parties and their respective successors and assigns. Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

23. Governing Law; Jurisdiction

This Agreement shall be governed by the laws of the State of Colorado without reference to its choice of law principles. Any legal action, suit or proceeding arising out of or relating to this Agreement will be instituted exclusively in a court of competent jurisdiction, state or federal, located in the State of Colorado, Larimer County, and in no other jurisdiction. The parties hereby irrevocably consent to personal jurisdiction and venue in, and agree to service of process authorized by, such courts.

24. Confidentiality

Except as otherwise provided in this Agreement or with our prior written consent, you agree that all information including, without limitation, the terms of this Agreement, our business and financial information, our customer lists and purchase history, and our pricing and sales information, shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than you or your affiliates. Notwithstanding the foregoing, you may deliver a copy of any such information (a) pursuant to a subpoena issued by any court or administrative agency, (b) to your accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process, upon written notification to IWC.

25. Remedies to IWC

Violation of any of the terms or prohibitions contained in this Agreement may result in, among other things, (a) the immediate termination of this Agreement; (b) the withholding of Commission Fees due to you; or (c) the commencement of an action

by IWC against you seeking, without limitation, injunctive relief, recovery of actual, statutory or punitive damages.