



RESELLER/DEALER AGREEMENT

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BETWEEN

KERIF NIGHT VISION, a privately owned company, governed under the laws of the State of Nevada, and having its main office at 829 Antelope Way, Las Vegas, Nevada 89145-6156; U. S. A. (hereinafter referred to as "KERIF"),

AND: Monocacy Tech Consultants Email: _monocacytech@yahoo.com
(Company Name: hereinafter referred to as "Reseller/Dealer")

Address: 5257 Buckeystown Pike Phone: (202) [REDACTED]
#455, Fredick, MD 21704 Fax: 866-[REDACTED]

KERIF NIGHT VISION
829 ANTELOPE WAY
LAS VEGAS, NV 89145-6156

[REDACTED] WWW.NITEVIS.COM

KERIF NIGHT VISION

[Signature]
R/D Initials

WHEREAS, KERIF is in the business of wholesale distribution of Night Vision Equipment & Tactical Gear and is desirous of selling such equipment through resale; and

WHEREAS, the Reseller/Dealer, among other things, is in the business of sales and marketing, and desires the rights to purchase, with the intent to resell, KERIF products.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the parties agree as follows:

1. APPOINTMENT AS RESELLER/DEALER

KERIF hereby appoints Reseller/Dealer as its non-exclusive Reseller/Dealer for KERIF and Reseller/Dealer hereby accepts such appointment for all of the products of KERIF. Reseller/Dealer agrees that during the term hereof to provide its facilities, personnel and conscientious efforts to accomplish all its obligations hereunder and to carry out the intentions hereof.

2. RESELLER/DEALER NOT AN AGENT

It is agreed that this agreement does not constitute Reseller/Dealer as the agent or legal representative of KERIF for any purpose whatsoever. KERIF shall exercise no control over the activities and operations of Reseller/Dealer and Reseller/Dealer is, and at all times, to continue to be an independent contractor.

3. ORDERS AND SHIPMENTS

3.1 KERIF shall sell the products to Reseller/Dealer for resale in accordance with the terms of this Agreement. Reseller/Dealer shall from time to time, place orders with KERIF, and upon receipt of such orders, KERIF shall exert its best efforts to accept such orders with confirmation of delivery schedule.

3.2 KERIF, or their Agents, shall be responsible for packing the products in accordance with best commercial standards. All packing charges shall be at KERIF expense.

4. PURCHASE AND PAYMENT TERMS

4.1 Payment terms will be determined after proper evaluation and approval from KERIF. KERIF reserves the right to demand other terms, should Reseller/Dealer become delinquent in its account. Payments shall be made in U.S. dollars.

4.2 Reseller/Dealer shall be given written notice of any price changes in due diligence as received by KERIF from manufacturers or suppliers.

4.3 All customs, duties, sale taxes, tariffs, and other applicable costs and fees shall be the responsibility of the Reseller/Dealer.

4.4 Schedule D "Terms of Sale", appended hereto lists the applicable Payment Terms for purchases by Reseller/Dealer and is effective as of the date of execution of this agreement.

5. PROPRIETARY INFORMATION

5.1 KERIF agrees that it will not, at any time, disclose any information, trade secrets, customer lists, proprietary information pertaining to Reseller/Dealer trade secrets, products, special products, customers, or any other matter, the disclosure of which would be injurious in any way to the best interests of Reseller/Dealer and/or its' Officers, employees or agents, nor will KERIF make use of any of the trademarks, names, or logos of Reseller/Dealer.

5.2 Reseller/Dealer will abide by terms of Schedule A "Intellectual Property", appended hereto.

6. GOVERNING LAW AND FORUM FOR RESOLUTION OF DISPUTES

The laws of the State of Nevada, in the United States of America, shall govern this Agreement, and all disputes between the parties that cannot be amicably resolved shall be decided by a State or Federal Court of competent jurisdiction, located in the State of Nevada, which shall have sole and exclusive jurisdiction of any claim, demand or suit that may arise under, or in connection with this Agreement. Jurisdiction of courts located in the territory is expressly excluded.

7. LIMITATION OF LIABILITY

Regardless of fault, KERIF shall not, under any circumstances, be liable for any damages greater than the prices of the item(s) sold hereunder with respect to which any claim is made, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, whether arising from KERIF's breach of contract, breach of expressed or implied warranty, arising in tort, at law or in equity, including any law giving rise to a claim of strict liability, or for any other cause.

Schedule A**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information as related specifically to a concept of disclosing party for information relating to:

Night Vision Equipment, Electro Optical Devices, Infrared Lighting, Tactical Equipment, Thermal Imaging Systems, Surveillance Systems, Training Video's, Weapon Accessories, Laser Aiming Devices and other related equipment/services not specifically listed in this agreement, which the parties hereto consider highly confidential and proprietary.

NOW, THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

DEFINITIONS

"Disclosing Party" shall mean the party disclosing information to the other relating to the invention.

"Receiving Party" shall mean the party receiving information from the other relating to the invention.

"Invention" means inventions, discoveries, concepts, and ideas, whether patentable or not, including, but not limited to, processes, methods, formulas, techniques, business programs, products, applications, systems, components, technologies and business topics, as well as, improvements thereof or know-how related thereto, concerning any present or prospective activities of the Disclosing party with which the Receiving Party becomes acquainted as a result of this Agreement, whether or not disclosed by Disclosing Party.

"Confidential Information" as used throughout this Agreement means any, and all trade secrets, any, and all data or information not generally known outside of the Disclosing Party whether prepared or developed by or for the Disclosing Party or received by the Disclosing Party from any outside source. Without limiting the scope of this definition, Confidential Information includes: any customer files, customer lists, co-developer identities, any business, marketing, financial or sales record or reports, business plans, data, plan, policies and procedures, or survey; and any other record or information relating to the present or future business, product, processes, theory, technology or service of the Disclosing Party, whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, copyrightable works, human or machine readable documents. All Confidential Information and copies thereof are the sole property of the Disclosing Party.

1. CONFIDENTIAL INFORMATION SHALL NOT INCLUDE ANY OF THE FOLLOWING:

- i. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
- ii. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
- iii. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.

2. USE OF CONFIDENTIAL INFORMATION

- i. Receive/Maintain Information in confidence & examine the Confidential information at its own expense;
- ii. Accept Confidential Information for the sole purpose of evaluation in connection with Receiving Party's business discussions with Disclosing Party;
- iii. Not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- iv. Not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- v. Utilize the best efforts to protect and safeguard the Confidential Information from loss, theft, destruction, or the like;
- vi. Comply with any other reasonable security measures requested in writing by Disclosing Party;
- vii. Not use the Confidential information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential information unless expressly authorized in writing by Disclosing Party.

3. NON DISCLOSURE OBLIGATIONS

- i. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of Disclosing Party;
- ii. Protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- iii. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- iv. Advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, any of the Confidential Information, and, upon request of Disclosing Party, to provide Disclosing Party with a copy of a written agreement to that effect signed by such persons;
- v. Not to use any Confidential Information to unfairly compete against or obtain unfair advantage of Disclosing Party in any commercial activity which may be comparable to the commercial activity associated with the invention.

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SF
R/D Initials



KERIF Night Vision

829 Antelope Way
Las Vegas, NV 89145-6156

sales@nitevis.com / www.nitevis.com

Schedule B

REFUND/EXCHANGE POLICY

If you are unhappy with your Night Vision purchase or if the item is defective, you **MUST** return the item within 48 hours of receipt for a refund and within seven (7) days for Exchange for full credit towards another purchase. Night Vision equipment may be subject to a 20% Restocking and Handling Fee after 7 days (Fee not applicable to Warranty Agreements.) This fee is charged because all units must be sent back to the factory for inspection, recalibration, refurbishing and repackaging. We advise that you purchase your products with care and consult with KERIF if you are not sure of the application or capability of your product. Shipping Costs are Non-Refundable. Return shipping and insurance costs are the responsibility of the customer. No returned parcels will be accepted freight collect or COD. Time of use will be determined as the time package is accepted from shipping authority, whether the package is sealed, opened and in use or not. KERIF is not liable for loss of use or any damage to persons or property from the improper use or setup, inoperability or diminished function of the night vision devices.

All shipments must be carefully inspected for damage at the time of receipt and documented with the shipping company. KERIF is not responsible for returned merchandise that is damaged in shipping. Reseller/Dealer is responsible for requesting shipping insurance if the item's replacement cost exceeds basic coverage. If a package has significant visible damage, document with shipping company. Please inform KERIF of any problems you may encounter so that we may help expedite your insurance claims and to ensure the quickest replacement of your order.

Return Instructions Important: Returned Merchandise must have prior approval from KERIF.

A Return Merchandise Authorization (RMA) number will be generated and assigned to your order and must be accompanied by a copy of the manufacturer's invoice. Without this number, returned merchandise will be refused. This number must appear on the outside of the returned box. All items returned for exchange or refund must be new and unused and must include the original packaging, manual and all accessories. Refunds or credits will be adjusted accordingly in the event items are missing or damaged. Special orders, close-outs and products sold "as is" cannot be returned. Items received by the manufacturer which have been damaged by use or as a result of inadequate packaging, neglect, (i.e. burned intensifier tubes, cracked housing, stripped thumb screws, etc.) will be returned.

KERIF reserves the right to refuse & re-ship the merchandise, or charge a 20% restocking fee under the following conditions:

1. Merchandise was received by manufacturer after the 7-day period. The 7-day period begins once the merchandise is received by or for the customer from the shipping facility.
2. The return authorization number was not visible on the outside of the box.
3. The merchandise was incomplete, damaged, showed signs of use or scratched.
4. The original invoice, data sheets or literature relating to the product was not included.
5. The merchandise was ordered by credit card and order was canceled after credit card was processed.



KERIF Night Vision

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Las Vegas, NV 89145-6156

sales@nitevis.com / www.nitevis.com

Schedule C

RESELLER/DEALER EXPORT COMPLIANCY

Export of night vision equipment and optical sighting equipment is controlled by the U.S. Department of State Office of Defense Trade Controls, in accordance with International Traffic in Arms (ITAR), Title 22, Code of Federal Regulations Part 120-130 and/or the Export Administration Regulations (EAR) U.S. Department of Commerce. It is the Reseller/Dealer's responsibility to request and obtain export licenses for the subject items, and to ensure that the requirements of all applicable laws, regulations and administrative policies are met.

Reseller/Dealer certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and Regulations there under and further certifies that Receiving Party (or if Receiving Party is not a natural person, Receiving Party hereby certifies that any Receiving Party personnel or other persons to whom, disclosure is authorized by Disclosing Party hereunder, if any) is not a resident of any of the following countries: Iraq, Iran, Libya, North Korea, Syria, Laos, Mongolian People's Republic, Cuba, Cambodia, North Korea, Korea, Nicaragua, or the People's Republic of China.

Sales to entities on the List of Debarred Parties, Denied Persons list and Embargoed Countries are strictly prohibited. It is the Reseller/Dealer's responsibility to be aware of the List of Debarred Parties, Denied Persons list and Embargoed Countries. These lists can be found at the U.S. Government websites mentioned below.

U.S. Department of Commerce
Bureau of Industry and Security
Office of Exporter Services:
Phone: 1-202-482-
Website: <http://www.bis.doc.gov>

U.S. Department of State
International Traffic in Arms Regulations
Office of Defense Trade Control:
Phone: 1-202-663-
Website: <http://www.state.gov>

I understand that all of the products, technologies and services obtained from KERIF Night Vision are subject to one or more of the export control laws and regulations of the U.S. Government and that they fall under the control jurisdiction of either the Department of State or the Department of Commerce. I understand that it is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States, for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the Department of the U.S. Government having jurisdiction.

I have read and understand the Terms as listed above.

Company: _____

Name: _____

Signature: _____



Title/Position: _____

Date: _____

SCHEDULE D

TERMS OF CREDIT

All customers who have credit terms with KERIF shall be subject to credit limits, i.e. shipment of goods shall not exceed established credit limit. If current terms are in effect, Reseller/Dealer credit limit will be shown at the bottom of this Schedule.

Furthermore, credit cards are not accepted for purchase payments with Net Terms. However, a credit card may be necessary to reserve and process product orders; allowing automatic payment for invoices past due, and/or purchase order cancellation. A minimum opening order of \$1,000.00 is necessary to qualify for Net Terms. All payments for Net Purchases shall be made by Certified Bank Checks, Money Orders or Company Check. Electronic Funds Transfers are available for an additional \$20 Bank Fee. Fees may be waived for larger orders. Prior approval is required.

Due to the increased costs required to process Credit Card purchases, orders will be assessed a 4% Administrative Fee. If payment made by Credit Card, all returns and credits will be made direct to the Credit Card charged. No Cash/Checks will be issued. Please allow 7 -10 days to process credit after approval.

Please note that past due invoices are subject to a finance charge as indicated on all KERIF invoices. The payment due date is shown next to the ship date. This is the date that funds need to reach KERIF. The payment due date has been calculated to allow for shipping time. Any payments received after the payment due date shall incur applicable finance charges and late fees.

Finance charges will be billed separately on an invoice marked Finance Charge and shall reflect the number of days that payment was late. No further goods shall be shipped until adequate credit is available to accommodate a new order.

All Reseller/Dealer orders that exceed company credit limit will be processed on pre-payment basis (prior to shipment of goods). Alternatively, shipments shall not be made until adequate credit is available to accommodate a new order.

In the event of an insufficient funds Reseller/Dealer draft or check, a \$25.00 fee plus finance charge will be assessed. No further product will be shipped until account has been brought into good standing.

Accounts more than Thirty (30) days late shall be placed on a pre-payment basis until balance due KERIF, including finance charge, is paid.

Reseller/Dealer Name

R/D Credit Limit

SIGNATURE PAGE

IN WHITNESS WHEREOF, the parties hereto have caused this entire seven (7) page Agreement to be executed and effective as of the date noted below.

Reseller/Dealer

Signature

Name (Typed or Printed)

Monocacy Tech Consultants

Company Name & Title

Date

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of _____, County of _____, on _____, before me, _____, a notary public in and for said state, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that above signature executed in authorized capacity on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my Hand and Official Seal

Notary Public for the State of _____

My Commission Expires: _____

APPROVED BY:

Kenneth R. Frank

Signature

Name (Typed or Printed)

KERIF Night Vision, Owner

Company Name & Title

Date

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

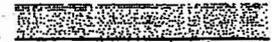
State of _____, County of _____, on _____, before me, _____, a notary public in and for said state, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that above signature executed in authorized capacity on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my Hand and Official Seal

Notary Public for the State of _____

My Commission Expires: _____

KERIF NIGHT VISION



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