



2018 FIELD-STAFF & PRO-STAFF CONTRACT

As a Field-Staff member for **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**, you will be joining an elite group of hunters and outdoorsmen committed to promoting our brand of antler growth, herd supplements and attractant powders. **Ugly Buck Outdoors'** line of deer herd nutrition and attractants, "**Ugly Buck's Wild Game Products**", are like no other products available today. We will be relying on you to promote our products and spread knowledge to fellow hunters and outdoorsmen. Examples of promoting would be Social Media (liking and sharing our posts, writing a review for each of our products, shooting videos explaining our products, mentioning our products in trail cam pictures and videos captured over **Ugly Buck** products), word of mouth (outdoor meetings, conventions, hunting groups, introductions, wearing brand affiliated gear) and other creative ways that would bring a positive image to our company.

Ugly Buck's Wild Game Products *Field-Staff, Pro-Staff, Field-Sales Agents* and *Sponsored Groups* and their members are **contractors** of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** and allowed access to certain private and confidential materials. The designation of **Contractor** is used throughout this document, and refers to *Field-Staff, Pro-Staff, Field-Sales Agents* and *Sponsored Groups* and their **members**.

TRADE SECRETS AND CONFIDENTIAL INFORMATION. During your time as an affiliate of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** you will participate with employment or engagement with our company. *Contractors* will have access to and become familiar with various trade secrets and confidential information belonging to **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** including, but not limited to documents and information, financial information and their principals. *Contractor* acknowledges that such confidential information and trade secrets are owned and shall continue to be owned solely by **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**. During the term of his/her engagement and after such engagement terminates, *Contractor* agrees not to use such information for any purpose whatsoever or to divulge, discuss or display such information to any person other than **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** or persons to whom the company have given their consent, unless such information has already become common knowledge or unless *Contractor* is compelled to disclose it by governmental process.

NON-COMPETITION.

Contractor agrees to the following:

For a period of **twenty-four (24) months** after *Contractor's* engagement has been terminated by either *Contractor* or **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** for any reason, with or without cause, *Contractor* will not directly or indirectly compete with **Ugly Buck Outdoors** or **Ugly Buck's Wild Game Products** in any part of the Business with respect to the areas of the US that they do or could do business.

Act on his/her own behalf or as an agent, stockholder, member, partner, consultant, employee, lender or advisor, engage in; or (ii) form, own, join, control, finance, or otherwise participate in the ownership or management of or otherwise affiliate with any person or entity engaged in: any type of business that is wholly or partially in competition with **Ugly Buck Outdoors** and **Ugly Buck Wild's Game Products**;

Solicit, raid, entice or induce any person who presently is, or at any time during the term of this Agreement shall be, an employee or contractor of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** to become employed or engaged by *Contractor* or any other person, firm or corporation in any business which is in any manner in competition with **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**.

The parties have attempted to limit *Contractor's* right to compete only to the extent necessary to protect **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Therefore, the parties agree that, in the event that any part of the covenants set forth in this Agreement shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Agreement relating to the time period and/or scope of restriction shall be declared by a court of competent jurisdiction to exceed the maximum time period or area as such court deems reasonable and enforceable, said time period and/or areas shall be deemed to become and thereafter be the maximum time period and/or scope which such court deems reasonable and enforceable.

Contractor agrees that he/she will not solicit, hire, entice, aid, or cooperate with others in soliciting, hiring, enticing or aiding, any employee or contractor of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** to leave or terminate any of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** employment or engagement.

Contractor agrees that he/she will not disparage the businesses, services, products, stockholders, officers, directors, members or other personnel of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**, or interfere in any way with the Business.

REMEDIES. *Contractor* acknowledges that compliance with this Agreement is necessary to protect the business and goodwill of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**, and that a breach of those sections will irreparably and continually damage **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**, for which money damages may not be adequate.

Contractor agrees that, in the event that he/she breaches or threatens to breach any of these covenants, **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** shall be entitled to both (A.) a preliminary or permanent injunction in order to prevent the continuation of such harm, and (B.) money damages insofar as they can be determined. Nothing in this Agreement, however, shall be construed to prohibit **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative.

As such money damages for the period of time during which *Contractor* violates these covenants, **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** shall be entitled to recover the amount of fees, compensation, or other remuneration earned by *Contractor* as a result of any such breach, as well as any other damages incurred by **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**.

Should *Contractor* breach any terms of this Agreement, *Contractor* shall pay to **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** all of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** costs and expenses, including their reasonable attorneys' fees incurred by **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** in enforcing the terms of this Agreement.

CODE OF CONDUCT. **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products** expects its *contractors* to conduct themselves in a professional manner with the highest level of integrity.

1. Obey the law – Nothing in the media shall depict *contractors* disobeying laws or ordinances.
2. Obscenities – Nothing in the media shall convey visual or audible obscenities.
3. Safety – Nothing in the media shall demonstrate operating in a harmful or unsafe manner.
4. Professionalism – All *contractors* agree to conduct themselves in a professional manner when representing **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**. This includes but is not limited to participation at any shows or events on behalf of **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products**, and any postings made on any social media venues.

RESPONSIBILITIES.

1. *Contractors* are required to make an original Facebook post regarding **Ugly Buck's Wild Game Products** and or its products a minimum of **five times per week**.
2. *Contractors* must make **at least five share posts per week** from the **Ugly Buck's Wild Game Products** Facebook page or another team member's page.
3. *Contractors* must participate in **all** "share the post" contests posted on the **Ugly Buck's Wild Game Products** Facebook page.

*** Sign and Return Signature Sheet to oneuglybuck@yahoo.com ***

REQUIREMENTS & BENEFITS.

Contractors will make an original social media post on all active sites describing their acceptance as a **Field-Staff** member with **Ugly Buck's Wild Game Products**.

Benefits for being a part of **Ugly Buck's Wild Game Products** can be found listed within this packet.

TEAM MEMBER PRINT NAME

UGLY BUCK OUTDOORS REPRESENTATIVE PRINT NAME

TEAM MEMBER SIGNATURE

UGLY BUCK OUTDOORS REPRESENTATIVE SIGNATURE

DATED: _____

DATED: _____

If you have any questions regarding your Field-Staff, Pro-staff or Sponsored Group membership please contact Seth directly by email: sethwagoner@uglybuck.com. All information on available herd nutrition and attractants can be found at www.UglyBuck.com. Thank you for your interest in **Ugly Buck Outdoors** and **Ugly Buck's Wild Game Products!**

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