

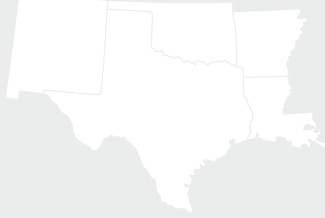


SUMMER 2018

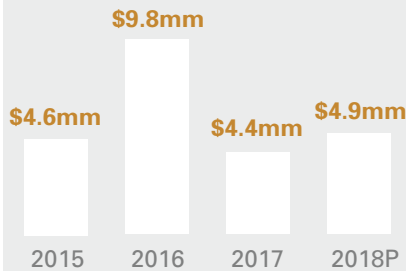
Digital Optic & Fire Control Technology Company Seeks Acquirer or Investor

GEOGRAPHIC LOCATION:

SOUTHWEST U.S.



REVENUE:



DEAL HIGHLIGHTS:

- Innovative, Proven Commercially-Viable Technology
- Extensive, Valuable Intellectual Property Portfolio
- Growth Potential Across Multiple Sales Channels
- Option Value of Defense Market Opportunity
- Design-to-Production Capabilities
- Unique, Branded Products
- Seasoned, Expert Leadership

COMPANY OVERVIEW

Founded in 2011, the Company is engaged in developing and marketing Precision-Guided Firearm (“PGF”) products, applying advanced targeting and fire control technologies to small arms to deliver highly-accurate results with targets as far off as 2,000 yards. Development efforts have produced some of the most significant advancements in small arms technology in over a century. As such, the Company has developed a well-known brand and reputation for its ability to innovate and disrupt conventional target acquisition technologies. Since inception, the Company has invested over \$30 million in technology and product development, resulting in more than 35 individual patents and pending applications.

The Company built its reputation selling high-end, fully-assembled bolt-action and semi-automatic rifles. PGFs range in retail price from \$5,000 up to \$20,000. The Company’s core PGF technology is rooted in three primary categories: i) Digital Optics, ii) Firing Solutions, and iii) Fire Control Technologies. The technologies interoperate as a system to mitigate common problems associated with shooting, such as steady and consistent trigger pull, helping shooters from novice to expert attain incredible accuracy over ranges of 700 yards or more.

BACKGROUND

Between 2011 and 2014, Company activities were centered on development and productization of PGF technology with long-term intent to sell to the U.S. Dept. of Defense and militaries of strategic foreign allies.

Since 2015, the Company has focused mainly on the domestic direct-to-consumer market, offering an expanded line of PGFs on both semi-automatic and bolt-action rifle platforms, while continuing involvement in the defense market on an opportunistic basis. Through Q2-18, the Company has sold nearly 2, 500 bolt-action and semi-automatic PGFs, generating in excess of \$35 million in revenue and validating the viability of the underlying technology.

INDUSTRY:

\$5.3 Billion
Global Consumer
Riflescope
Market

To date, the Company has made its PGF technology available for purchase only as integrated with a fully-assembled rifle. Going forward, the Company plans to expand its available market opportunity by unbundling key elements of its PGF technology from the base rifle by developing a range of separate optic and target acquisition products for the \$5.3 billion global consumer riflescope/targeting accessories market.

CURRENT SITUATION

Due to recent capital constraints, the Company has adjusted its scale of operations while it seeks strategic investment or a sale of all, or substantially all, of the assets of the business. Management and stakeholders wish to see the Company’s products and technology continue, and have retained Three Twenty-One Capital Partners to conduct an expedited search process to identify and engage qualified investors or acquirers.

FOR MORE INFORMATION

Please sign and return the Confidentiality Agreement on the next page: Email: CA@321capital.com or Fax: 443-320-9225

DEAL CONTACTS

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PLEASE COMPLETE AND RETURN AGREEMENT VIA EMAIL: CA@321CAPITAL.COM OR FAX: (443) 320-9225

This Non-Disclosure Agreement (hereinafter "Agreement"), which shall be regarded as a mutual and reciprocal contract between the Parties, is made and entered into as of this _____ day of _____ 2018 by and between Three Twenty-One Capital Partners ("Investment Banker") and _____ ("Recipient").

WHEREAS, the Parties hereto are desirous of establishing a mutually-beneficial business relationship for the entirety sale, refinance, investment, joint venture partnership, or other related transaction of our client, herein referred to as "The Company". The Parties hereto are prepared to disclose information or data of a confidential nature, including but not limited to financial information, client information, business concepts, business strategies, business opportunities, business relationships and sources of capital and financing.

NOW THEREFORE, in consideration of the mutual agreements contained herein,

1. Except as otherwise required by law, the Parties agree to hold all confidential or proprietary information or trade secrets ("Information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, and shall not be used for any other purpose or disclosed to any third party under any circumstances whatsoever except as may be necessary to complete the desired results above.
2. When requested in writing, all materials are to be returned or destroyed and no copies may be kept. Notwithstanding the foregoing, one copy of the materials may be kept for legal, compliance, or other internal document retention policies, including electronic copies made during automated back-up procedures.
3. This Information shall not be disclosed to any employee, consultant or third party ("Representatives") except to such Representatives who need to know the Information for the purpose hereof, and provided that prior to any such disclosure that said party agrees to be informed of, and act in accordance with, the terms of this Agreement.
4. Information excluded from these confidentiality obligations shall include any such information which: (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient, (ii) becomes available to Recipient on a non-confidential basis from a source other than the Company or Investment Banker, (iii) was already in Recipient's possession prior to the date hereof and which was not obtained from the Company or Investment Banker, or (iv) was independently developed by the Recipient.
5. The Parties acknowledge the Information disclosed herein is proprietary or trade secrets and in the event of any breach, either Party shall be entitled to seek injunctive relief as a cumulative and not necessarily successive or exclusive remedy to claim for monetary damages.
6. This agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
7. Each Party acknowledges that this Agreement is a valid and legally binding obligation that has been executed by an authorized representative. A copy of this Agreement transmitted via facsimile, bearing the signature (or e-signature) of one or both Parties shall be deemed to be of the same legal force and effect as an original of the Agreement bearing such signature(s) as originally written by such one or both Parties.
8. This agreement expires upon one year of the date of execution of this document.

In witness of this, the Investment Banker and the Recipient have executed this Agreement as of the day and year first written above.

Signature: _____

Three Twenty-One Capital Partners: _____

Print Name: _____

Date: _____

Date: _____

Email: _____

Phone: _____

