

## Leupold & Stevens, Inc. Authorized Retailer Agreement

With the signing of this Leupold & Stevens, Inc. Authorized Retailer Agreement (the "Agreement") by the Leupold Retailer, and the Leupold & Stevens, Inc. Vice President Global Sales and Business Development, the Leupold Retailer is then qualified as an Authorized Leupold Retailer ("ALR") until such status is revoked by Leupold, and agrees to the following terms and conditions as they apply to the sale and of Leupold & Stevens, Inc. products ("Products") in the United States. Leupold & Stevens, Inc. and the ALR may each be referred to herein as a "Party," and collectively as the "Parties."

1. The ALR agrees to the standard Leupold & Stevens, Inc. ("Leupold") sales policies as stated on the Authorized Retailer Policy and Terms sheet.
2. The ALR agrees to stock a representative line of the Products, including riflescopes, thermal devices, binoculars, spotting scopes, rangefinders, and mounts for their sales area.
3. The ALR agrees to have a trained active sales staff, which initiates and maintains contact with customers. The ALR shall be familiar with the special features of all Products it sells, including any applicable warranty or return policy and shall use best efforts to provide a high level of service, including advising on the selection and safe use of the Products it sells.
4. The ALR has received and read a copy of Leupold & Stevens, Inc.'s Unilateral Minimum Resale Price and Promotion Policy ("UPP"). The ALR acknowledges that it is free to advertise and sell Leupold products at any price it chooses, and that it has not been asked to agree and does not agree to anything contained in the UPP, which is merely a unilateral statement of Leupold's policy.
5. The ALR agrees that it is only permitted to sell the Products on the Internet as set forth below:
  - i. ALR may only market for sale or sell the Products on the Internet through Permissible Websites. A "Permissible Website" is a website which:
    - a) is operated by ALR in ALR's legal name and which conspicuously states ALR's full legal name, mailing address, telephone number, and email address;
    - b) does not give the appearance that it is operated by Leupold or any third party; and
    - c) does not include in the domain name (including any top-level domain or subdomain) any Leupold trademark or product name nor a misspelling of any Leupold trademark or product name; and
  - ii. Leupold reserves the right to terminate, at any time and in its sole discretion, its approval for ALR to market and sell Products on the Permissible Websites, and ALR will cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. ALR understands that it may not market or offer for sale the Products on or through any publicly accessible website other than a Permissible Website, including, without limitation, online marketplace websites such as Amazon.com, without the prior written approval of Leupold.
  - iii. Execution by Leupold of the Leupold & Stevens, Inc. Authorized Online Seller Agreement constitutes the only means of providing consent to sell the Products online on other publicly accessible websites. The terms of this Agreement supersede any prior agreement between Leupold and ALR regarding the sale of the Products online. Any authorization previously granted to ALR by Leupold to sell the Products online is hereby revoked.
  - iv. ALR is responsible for all fulfillment to its customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products. ALR agrees not to use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by Leupold in writing. Further, ALR agrees not to represent or advertise any product as "new" that has been returned or repackaged.
  - v. ALR represents and warrants that the Permissible Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard ("PCI DSS"). ALR further represents and warrants that it maintains detailed privacy policies and is, and will remain, in compliance with its privacy policies and the requirements of any contract to which ALR is a party. Further, ALR represents and warrants that it has implemented and maintains written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.
  - vi. ALR will only use images of Products either supplied by or authorized by Leupold and will keep all Product descriptions up to date. ALR's use of the Leupold IP (as hereinafter defined) on the Permissible Websites shall be in conformance with any guidelines that may be provided by Leupold and must be commercially reasonable as to the size, placement, and other manners of use.

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6. The ALR must have a commercial facility with a showroom and be open to the public during customary store hours.
7. The ALR agrees to sell the Products only to End Users and not to other entities for the purposes of resale, including the ALR's own non-U.S. entities. An "End User" is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. ALR will not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. ALR will not sell or transfer any of the Products to any person or entity for resale without the prior written consent of Leupold. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, or any other person or entity ALR knows or has reason to know intends to resell the Products.
8. The ALR agrees not to ship or sell the Products internationally.
9. The ALR understands and acknowledges that the Products, including any parts, components, and/or technical data are or may be controlled under the International Traffic in Arms Regulations (22 CFR, Parts 120-130) ("ITAR"). ITAR controlled Products may not be transferred to foreign person(s), dual nationals, third country nationals, distributors and/or dealers and/or consumers, or through an intermediary third party without U.S. Government and Leupold's approval.
10. The ALR agrees to comply with the U.S. Department of State under the ITAR and the Department of Commerce under the Bureau of Industry and Security Export Administration Regulations. Leupold is not required to fill any order if it is unable to get a license to export or if Leupold determines that to fill the order would be to risk violating the law.
11. The ALR will adhere to any instructions provided on Product labels or otherwise by Leupold related to the storage, care, handling, and shipment of the Products. Upon receipt, the ALR will inspect the Products for damage or defect. If any damage or defect is found, the Product must not be offered for sale, and the ALR will promptly report the damage or defect to Leupold at [orders@leupold.com](mailto:orders@leupold.com).
12. To ensure the quality of the Products and the safety and well-being of the End Users of the Products, the ALR will cooperate with Leupold with respect to any product recall or other consumer safety related effort and shall promptly notify Leupold at [orders@leupold.com](mailto:orders@leupold.com) of any quality issues, consumer complaints, or other information obtained that is related to or could affect Product quality or safety.
13. The ALR will represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Leupold. The ALR will comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Leupold reserves the right to audit and/or monitor ALR's activities for compliance with the terms of this Agreement.
14. The ALR agrees to sell Leupold products in their original packaging and will not alter or tamper with any Product, label, serial number or other identifying information, or literature accompanying any Product. The ALR will not advertise or display non-Leupold products together with the Products in a manner that would create the impression that the non-Leupold products are made by, endorsed by, or associated with Leupold.
15. The ALR agrees that Leupold owns all proprietary rights in and to the Leupold® and Redfield® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Leupold IP"). ALR is granted a limited, non-exclusive, non-transferable, revocable license to use the Leupold IP solely for purposes of marketing and selling the Products as set forth herein. ALR acknowledges and agrees that it owns no right, title, or interest in any of the Leupold IP. ALR agrees to adhere to any guidelines related to the Leupold IP provided by Leupold from time to time. Leupold reserves the right to review and approve, in its sole discretion, ALR's use or intended use of the Leupold IP at any time, without limitation, and to revoke this limited, nontransferable license at any time. This license will cease immediately upon termination of this Agreement. All goodwill arising from ALR's use of the Leupold IP shall inure solely to the benefit of Leupold.
16. The ALR agrees not to directly or indirectly bid on Federal Government solicitations or Set Aside Programs.
17. This Agreement and the rights and obligations hereunder are not assignable or transferable in whole or in part.
18. This Agreement may be terminated by either party with no less than thirty (30) days' notice in writing to the other party without cause and with no less than ten (10) days prior written notice to the other party for a material breach of this Agreement. Upon termination, Leupold shall have the option to buy back from the ALR any or all Products in ALR's inventory at the price actually paid by the ALR.
19. Leupold products are warranted pursuant to Leupold & Stevens, Inc.'s standard product warranty. Repair, replacement, or refund as provided therein shall be the ALR and its customers' sole and exclusive remedy for any error, defect or failure in the design, materials or workmanship of a Leupold Product. The ALR may not make any other representation regarding Leupold & Stevens, Inc. or Leupold Products. LEUPOLD & STEVENS, INC. STANDARD PRODUCT WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN NO EVENT WILL LEUPOLD & STEVENS, INC. BE

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LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER THEY MAY ARISE IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL LEUPOLD & STEVENS, INC. BE LIABLE FOR ANY AMOUNT EXCEEDING THE AMOUNT PAID BY THE AUTHORIZED LEUPOLD RETAILER TO LEUPOLD & STEVENS, INC. FOR THE APPLICABLE PRODUCT.

20. Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The Party so affected shall notify the non-affected Party in writing within ten (10) days after the beginning of any such cause that would affect the Party's performance.
21. The liability of Leupold to the ALR for any reason shall be limited to the amount paid by the ALR to Leupold pursuant to this Agreement, upon cause of action related to the performance of the products or work under this Agreement whether in tort or contract or otherwise.
22. In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Leupold & Stevens, Inc. Authorized Retailer Agreement, Leupold & Stevens, Inc. Authorized Retailer Policy and Terms.
23. The rights and obligations of the parties arising out of this Agreement are governed by the laws of the state of Oregon, USA. Any legal proceeding between the parties shall be commenced and prosecuted in the state or federal courts having jurisdiction in Washington County, Oregon and the parties consent to the exclusive jurisdiction of such courts. The prevailing party in any such proceeding shall be entitled to seek reasonable litigation costs and attorney's fees, including such costs and fees on any appeal or petition for review.

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