



SMITH & WESSON AMERICAN GUARDIANS™ AUTHORIZED DEALER PROGRAM TERMS AND CONDITIONS

The following Terms and Conditions apply to the Smith & Wesson American Guardians Authorized Dealer Program (the “AG Program”). The AG Program is administered by Smith & Wesson Inc. and Smith & Wesson Sales Company (collectively “Smith & Wesson”). “You” and “Your” refer to eligible firearms dealers participating in the AG Program.

THIS DOCUMENT, WHICH IS INCORPORATED BY REFERENCE INTO THE AG PROGRAM APPLICATION, AFFECTS YOUR LEGAL RIGHTS AND IS A LEGALLY ENFORCEABLE CONTRACT BETWEEN YOU AND SMITH & WESSON. BY SIGNING THE APPLICATION, YOU ACKNOWLEDGE YOUR COMPLETE UNDERSTANDING OF AND VOLUNTARY AGREEMENT WITH ALL OF THE TERMS AND CONDITIONS OF THE AG PROGRAM. DO NOT PARTICIPATE IN THE AG PROGRAM IF YOU DO NOT ACCEPT OR UNDERSTAND ANY OF THE TERMS AND CONDITIONS BELOW.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, You and Smith & Wesson agree as follows:

Terms and Conditions:

1. AG PROGRAM ELIGIBILITY. To be eligible to participate in the AG Program as an authorized dealer, You must complete, accept, and submit the Smith & Wesson American Guardians Authorized Dealer Program Application (including all required documentation, including: (a) a valid retail tax certificate (or equivalent); (b) a signed copy of Your valid, active, and current Federal Firearms License (of a type which permits You to deal in firearms); (c) photographs clearly depicting the interior and exterior of Your retail location). In addition, you must have: (d) a regular place of business, (e) maintain regular business hours, and (f) offer Smith & Wesson® brand firearms and/or Gemtech® brand firearm suppressors for sale to those customers (end-users) who meet the eligibility criteria to purchase such products at discounts offered under the AG Program. Smith & Wesson reserves the right in its sole discretion to reject any application to participate in the AG Program, or to change any eligibility criteria, the Terms and Conditions, or other aspects of the AG Program, for any reason and at any time without advance notice. From time to time, representatives of Smith & Wesson may verify information provided in Your application, including performing a site visit. You are responsible for promptly informing Smith & Wesson of any material changes to Your retail business (including changes to Your address, ownership, Federal Firearms License, and qualification to engage in the business dealing in firearms).

2. AG PROGRAM SALES TERMS. During Your participation in the AG Program, You agree:

- a. to sell Smith & Wesson firearms and/or Gemtech suppressors You have obtained pursuant to the AG Program (1) only to those customers (end-users) who are eligible to purchase such products under the AG Program, and (2) excluding participating dealers located in California or Maryland, at the discount(s) specified by Smith & Wesson for the AG Program. Customer (end-user) eligibility shall be set forth in the AG Program Point of Sale Forms made available by Smith & Wesson. From time to time, Smith & Wesson shall communicate the discount(s) to be applied to products sold under the AG Program. In the absence of such communication from Smith & Wesson, You (excluding

participating dealers located in California and Maryland) agree that You will sell the products at a price below the then-current Smith & Wesson Manufacturer's Suggested Retail Price (MSRP), which can be found on Smith & Wesson's website www.smith-wesson.com. Participating dealers in California and Maryland may set their own discount(s) under the AG Program.

- b. to fully complete and maintain AG Program Point of Sale Forms for each Smith & Wesson firearm or Gemtech suppressor sold under the AG Program, including collecting and attaching copies any required identification, agency or department letterhead, or honorable discharge form (as applicable and permissible). Smith & Wesson shall make AG Program Point of Sale Forms available for this purpose;
- c. that You will not sell or ship any Smith & Wesson products outside of the United States of America;
- d. that You will not engage in any sales to the U.S. military, U.S. federal agencies or departments, or to state or local agencies or department;
- e. that You will not apply to Smith & Wesson for federal excise tax exemption for any sales made under the AG Program; and
- f. that sales under the AG Program will only be made from Your storefront location, and that You will not ship products obtained under the AG Program to other dealers or distributors without the prior express written permission from an authorized Smith & Wesson representative.

3. COMPLIANCE WITH LAWS AND REGULATIONS.

- a. The retail sale and transfer of firearms are subject to federal, state and local laws, regulations, and ordinances. You agree to fully comply with all applicable federal, state and local laws, statutes, ordinances and regulations relating to the sale and transfer of firearms. In particular, You agree that You will not: (a) knowingly sell firearms to persons where false or misleading statements have been made with respect to the information required to purchase a firearm; and (b) knowingly sell or deliver any firearm to any person if the purchase or possession would be in violation of any federal, state or local law, statute, ordinance or regulation applicable at the place of sale or delivery. You further acknowledge that the name and reputation of Smith & Wesson and its products constitute a valuable asset, and You shall conduct Your operations and the sale and transfer of firearms ethically and strictly in accordance with the letter and spirit of all applicable laws so that the name and reputation of Smith & Wesson and its firearms shall not be adversely affected. You acknowledge that compliance with the provisions of this section is a material condition of participation in the AG Program.
- b. Federal Trade Commission ("FTC") regulations require the disclosure of certain material connections in published reviews or social media posts concerning a brand (and its products) when You are provided free or discounted products from Smith & Wesson. Whenever applicable, You agree to fully comply with the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 CFR Part 255) in any published reviews or social media posts that You make concerning any free or discounted products You have received from Smith &

Wesson. The FTC has created a helpful reference for compliance with its regulations titled **“Disclosures 101 for Social Media Influencers”** available for download at: https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf. You must follow the FTC regulations and the guidance provided in FTC reference materials. In relevant part, You must clearly disclose in any published product reviews or social media posts concerning a free or discounted Smith & Wesson product, that such product was provided to You by Smith & Wesson. Any statements made about such product should reflect Your honest and truthful opinions and actual experiences with the product. You agree to inform Smith & Wesson of any published product reviews or social media posts featuring free or discounted Smith & Wesson products that You received as result of Your participation in the AG Program. You further agree that Smith & Wesson is authorized to promote Your published reviews and social media postings concerning free or discounted Smith & Wesson products received as a result of Your participation in the AG Program on Smith & Wesson’s social media platforms and in other marketing materials without further notice to or permission from You.

4. SMITH & WESSON DEALER ASSETS. Smith & Wesson may provide or make available certain advertising and promotional materials (collectively “Smith & Wesson American Guardians Authorized Dealer Assets”) in accordance with the AG Program. Subject to and conditioned upon Your compliance with the Terms and Conditions of the AG Program, Smith & Wesson grants to You a limited, non-exclusive, non-transferable, revocable right and license, for as long as You are eligible and participating in the AG Program, to use the Smith & Wesson American Guardians Authorized Dealer Assets solely in connection with Your advertising, promotion, and sale of Smith & Wesson firearms and accessories, and solely in accordance with the Permitted Uses and/or Restrictions set forth in the table below, or as specified by Smith & Wesson from time to time. You may not sublicense or assign any of the rights granted herein to any person or entity. All rights not granted to You in the Terms and Conditions are reserved by and to Smith & Wesson. Nothing contained in the Terms and Conditions shall in any way restrict, impair, limit or affect Smith & Wesson’s rights to use, or to grant to third parties the rights to use, the Smith & Wesson American Guardians Authorized Dealer Assets. All rights not granted to You hereunder are hereby reserved by and to Smith & Wesson.

Smith & Wesson American Guardians Authorized Dealer Assets	
Type of Asset	Permitted Uses/Restrictions
Video Commercials	Must be used in their entirety. Smith & Wesson video files cannot be edited from their original form (except that video files may be resized for to lower resolution as long as aspect ratio maintained). Smith & Wesson video files must not be uploaded to or embedded into any website, social media platform, or Your own video creation. You may, however, embed Smith & Wesson YouTube videos onto Your own website. No logos, trademarks, trade names or other graphical or text data may be embedded in or overlaid onto Smith & Wesson video content. However, where applicable, You may add Your company information on “tagable” video commercials where designated by Smith & Wesson.
Product Videos	Must be used in their entirety. Smith & Wesson video files cannot be edited from original form (except that video files may be resized for to

	<p>lower resolution as long as aspect ratio maintained). Smith & Wesson video files must not be uploaded to or embedded into any website, social media platform, or Your own video creation (e.g., YouTube, Your website, etc.). You may, however, embed Smith & Wesson YouTube videos onto Your own website. No logos, trademarks, trade names or other graphical or text data may be embedded in or overlaid onto Smith & Wesson video content.</p>
Print Advertisements	<p>Unless otherwise specified by Smith & Wesson, You must maintain (i.e., not alter) the creative content of the Print Advertisements as provided by Smith & Wesson. You may ONLY use Your logos, trademarks, trade names or other graphical or text data where specified by Smith & Wesson, or as approved in advance in writing by an authorized Smith & Wesson representative.</p>
POS Displays	<p>Unless otherwise specified, or as approved in advance in writing by an authorized Smith & Wesson representative, You must not alter in any way the POS Displays as provided by Smith & Wesson.</p>
Billboard/Poster Displays	<p>Unless otherwise specified, You may not alter the creative content of the Billboard/Poster Displays as provided by Smith & Wesson. You may ONLY use Your logos, trademarks, trade names or other graphical or text data where specified by Smith & Wesson, or as approved in advance by an authorized Smith & Wesson representative.</p>
Product Photos (includes Beauty Images and Hi-Resolution Images)	<p>Unless otherwise specified, You may not alter the creative content of the Product Photos as provided by Smith & Wesson. You may not embed or overlay any logos, trademarks, trade names or other graphical or text on Smith & Wesson provided photos or images. Smith & Wesson reserves all rights in its copyrighted photos and images. You may not sublicense the use of any Smith & Wesson Product Photos without advance written permission from an authorized Smith & Wesson representative.</p>
Product Spec Sheets	<p>Unless otherwise specified, You may not alter the creative content of the Smith & Wesson Product Spec Sheets provided by Smith & Wesson. No logos, trademarks, trade names or other graphical or text data may be embedded into or overlaid on Smith & Wesson provided Product Spec Sheets. Smith & Wesson reserves all rights in the copyrighted aspects of Product Spec Sheets. You may not sublicense the use of any Smith & Wesson Product Spec Sheet without advance written permission from an authorized Smith & Wesson representative. Product Spec Sheets provided by Smith & Wesson may be embedded onto Your website.</p>
Other	<p>Unless otherwise specified, You may not alter the creative content of other Smith & Wesson Dealer Asset materials as provided by Smith & Wesson.</p>

	You shall comply with any other use restrictions provided with such materials as communicated to You from time to time by Smith & Wesson.
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5. TRADEMARK LICENSE. To the extent that any Smith & Wesson trademarks, service marks, trade names or the like (the “Smith & Wesson Marks”) appear in any Smith & Wesson American Guardians Authorized Dealer Assets, then subject to and conditioned upon Your compliance with the Terms and Conditions of the AG Program, Smith & Wesson grants to You a limited, non-exclusive, non-transferable, revocable right and license to use the Smith & Wesson Marks, for as long as You are eligible and participating in the AG Program, solely as they appear or are provided in the Smith & Wesson American Guardians Authorized Dealer Assets. Any use of the Smith & Wesson Marks by You under the AG Program shall inure to the benefit of Smith & Wesson solely and exclusively. You may not sublicense, assign or transfer Your rights or licenses or delegate Your duties hereunder.

6. PROHIBITED USES. You may not: (a) modify or amend the Smith & Wesson American Guardians Authorized Dealer Assets or any Smith & Wesson Marks in any manner unless expressly authorized in the Terms and Conditions of the AG Program or in writing in advance by an authorized Smith & Wesson Representative; (b) distribute electronic, digital or physical copies of any Smith & Wesson American Guardians Authorized Dealer Assets for use by third parties unless expressly authorized in the Terms and Conditions of the AG Program; or (c) remove or modify any copyright symbol or notice, or trademark symbol or notice, appearing on Smith & Wesson American Guardians Authorized Dealer Assets. Further, by participating in the AG Program, You agree that You shall not make modifications to the essential elements of Smith & Wesson’s firearms, nor shall You knowingly sell firearms to persons who make or intend to make modifications to the essential elements of Smith & Wesson’s firearms for resale purposes, without the prior written authorization from Smith & Wesson.

7. PRIVACY; CONFIDENTIALITY. Participating in the AG Program requires providing certain Personal Identifying Information to Smith & Wesson. Smith & Wesson collects Personal Identifying Information from all dealers who apply to participate in the AG Program (whether or not a dealer is ultimately allowed to participate in the AG Program). This information includes:

- Identifiers: Dealer Name; Phone Number; Retail App Phone Number; Dealer Contact Name; Dealer Contact Email; Manager Name; Buyer Name; Address; Website URL; information contained in Your signed FFL, Retail Tax Certificate and store photographs; and
- Internet Activity: IP address of the device used to submit the application information, Language entry source, and date of entry.

The collection and use of any Personal Identifying Information is for the purpose of facilitating the AG Program, and is governed by Smith & Wesson’s Privacy Policy (which can be found at: www.smith-wesson.com/privacy-policy). By Participating in the AG Program, You consent and agree that:

- a. Smith & Wesson may use certain of Your Personal Identifying Information (such as Dealer Name, Address, Phone Number, Website URL) to identify You on the Smith & Wesson American Guardians Authorized Dealer Locator feature on Smith & Wesson’s website. This feature allows customers to find participating dealers in their area based on zip code proximity.
- b. Smith & Wesson may use Your Personal Identifying Information to send You marketing communications regarding the promotion of its products, offers, and events. You may

unsubscribe from the receipt of such marketing communications at any time by clicking the “unsubscribe” link on each email.

Where applicable or requested, the disclosure and treatment of any confidential information exchanged between You and Smith & Wesson under the AG Program shall be governed by a separate Non-Disclosure Agreement (NDA) entered into between You and Smith & Wesson. In such cases, You must strictly follow the instructions of Smith & Wesson concerning the timing of any public release of confidential information pertaining to Smith & Wesson’s business (including new products and new product launches).

8. OWNERSHIP. Except as expressly set forth in the Terms and Conditions of the AG Program, neither party is transferring or assigning to the other party any right, title or interest in or to any copyrights, trademarks, trade secrets, patents or other intellectual property rights. The Smith & Wesson American Guardians Authorized Dealer Assets and Smith & Wesson Marks are and will remain the property of Smith & Wesson, solely and exclusively.

9. AUDIT OF BOOKS AND RECORDS. During the Term of the AG Program, Smith & Wesson, its representatives and agents shall be entitled to conduct audits of Your relevant books and records (including but not limited to ATF required Acquisition and Disposition records, and associated ATF Form 4473s), AG Program Point of Sale Forms (and any required attached documentation), to confirm that You have complied with the Terms and Conditions of the AG Program. Such audits shall be scheduled upon two (2) weeks notice, conducted during normal business hours, and shall not unreasonably interfere with Your business activities. You agree to provide access to, and copies of, the relevant records for purposes of the audit.

10. TERM; TERMINATION. Following Your acceptance of the Terms and Conditions of the AG Program, Your participation in the AG Program will commence upon Your acceptance into the AG Program by Smith & Wesson, and will continue for as long as You comply with the Terms and Conditions of the AG Program and retain and use the Smith & Wesson American Guardians Authorized Dealer Assets. Your participation in the AG Program may be terminated by Smith & Wesson without cause and without penalty by providing You with at least ten (10) days prior written notice. Your participation in the AG Program may be terminated immediately by Smith & Wesson upon notice to You in the event that, in Smith & Wesson’s sole determination, You violate any of the Terms or Conditions of the AG Program, You fail to complete, maintain and/or allow prompt access to the relevant records necessary for an audit as provided in the Terms and Conditions, or You no longer meet the eligibility requirements for participation in the AG Program. Upon notice of termination, unless otherwise directed by Smith & Wesson in writing, You agree to immediately discontinue all sales activities under the AG Program, and all use of Smith & Wesson American Guardians Authorized Dealer Assets and, at Smith & Wesson’s election, return or destroy all Smith & Wesson American Guardians Authorized Dealer Assets then in Your possession or under Your control. Upon termination, Smith & Wesson shall remove Your retail store name, address and contact information from the Smith & Wesson American Dealer Locator feature on its website.

11. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, Smith & Wesson will not be liable for any damages incurred by You in connection with Your participation in the AG Program, whether, direct, consequential, incidental, indirect, special, punitive or other damages.

12. INDEMNIFICATION.

- a. You will defend, indemnify and hold harmless Smith & Wesson, its affiliates and their respective directors, officers, employees and agents from and against any loss, cost, damage or expense (including without limitation reasonable attorneys' fees) relating to any claim, action, cause of action or allegation resulting from any claim of a third party arising out of or occurring in connection with Your negligence, willful misconduct, or breach or alleged breach of the Terms and Conditions of the AG Program. You shall not enter into any settlement without Smith & Wesson's or, where pertinent, Indemnified Parties' prior written consent.
- b. Smith & Wesson will defend, indemnify and hold harmless You and Your directors, officers, employees and agents from and against any loss, cost, damage or expense (including without limitation reasonable attorneys' fees) relating to any claim, action, cause of action or allegation that the Smith & Wesson American Guardians Authorized Dealer Assets or Smith & Wesson Marks infringe or misappropriate any rights of a third party, including without limitation any copyrights, trademarks, rights of privacy or rights of publicity.

13. MISCELLANEOUS.

- a. Assignment. You shall not assign or transfer any of Your rights or delegate any of Your obligations under the AG Program without the prior written consent of Smith & Wesson. Any attempted assignment, transfer or delegation in violation of this provision or by virtue of the operation of law shall be null and void and of no effect.
- b. No Waiver. The failure of any party to insist upon strict adherence to any provision of the Terms and Conditions of the AG Program on any occasion shall not be considered a waiver of such party's right to insist upon strict adherence to such provision thereafter or to any other provision of the Terms and Conditions of the AG Program in any instance. Any waiver shall be in writing signed by the party against whom such waiver is sought to be enforced.
- c. Severability. The Terms and Conditions of the AG Program shall be severable. If a court of competent jurisdiction declares any provision of the Terms and Conditions of the AG Program invalid, illegal, or unenforceable, the other provisions hereof will remain in full force and effect, and such court will be empowered to modify, if possible, such invalid, illegal or unenforceable provision to the extent necessary to make it valid and enforceable to the maximum extent possible.
- d. Governing Law. The Terms and Conditions of the AG Program will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. You hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts for resolution of all claims, differences and disputes which the parties may have regarding the Terms and Conditions.
- e. Relationship of the Parties. Neither You nor Smith & Wesson shall be construed to be the agent of the other in any respect. You and Smith & Wesson are independent contractors only, and nothing in the Terms and Conditions of the AG Program shall be construed to place the parties in the relationship of partners, joint venturers, agency or legal representation. Neither You nor

Smith & Wesson will have the authority to obligate or bind the other in any manner as to any third party.

- f. Integration; Modification. Excluding any NDA in place between You and Smith & Wesson, the Terms and Conditions constitute the entire agreement between the parties and supersede any and all prior agreements and understandings between the parties, written or oral, not incorporated herein, with respect to the AG Program. Smith & Wesson objects to any term(s) or condition(s) set forth in any communication, printed or otherwise, from You to Smith & Wesson, or which otherwise would be deemed established by any course of dealing or custom in the trade, which are in any way different from, inconsistent with or in addition to the Terms and Conditions of the AG Program. Such different, additional or inconsistent terms will not become a part of the AG Program and will not be binding upon Smith & Wesson.