



UNITED STATES RESELLER POLICY

By purchasing American Outdoor Brand, Inc. products for resale, Reseller agree to adhere to this Reseller Policy.

In order to ensure American Outdoor Brand, Inc.'s ("AOB") end-users are being provided a quality sales experience and customer support, AOB has established this Reseller Policy (the "Reseller Policy"). AOB believes that its end-user customers are best served by having knowledgeable resellers who market AOB product assortment as premium brand products and who provide an outstanding level of service and support to their end-user customers.

AOB has also determined that, in order to maintain and protect the viability of the AOB's reseller network for its products, in order to protect the value associated with AOB's brands, and in order to ensure high-quality support by resellers to end-users of those products, ALL resellers must comply with the following terms and conditions:

1. **Appointment.** Unless AOB objects, Reseller can advertise and sell the AOB Products to End-Users located in the United States of America ONLY in brick and mortar locations and on their own Internet URL locations;
2. **Third Party Internet Marketplace Sales.** Reseller is prohibited from selling AOB products on Internet Marketplaces, including but not limited to, amazon.com, ebay.com, walmart.com, samsclub.com, and homedepot.com, unless Reseller obtains written permission from AOB authorizing them to sell on specific Internet Marketplaces and under specific seller names. AOB may revoke or amend, Reseller's Internet Marketplace Authorization by sending notice to Reseller and such revocation or amendment shall become effective upon delivery of such notice.
3. **FBA/ Commingled Inventory.** Reseller shall not cause or allow the Products to be sold anywhere or in any manner, including third-party Internet marketplaces, where the Reseller is unable to certify that all AOB products purchased from Reseller are fulfilled with Products that the Reseller purchased from AOB or an AOB Authorized Distributor. If approved to sell on Internet Marketplaces, Reseller is prohibited from selling AOB products by way of using Fulfilment by Amazon or any other similar programs unless Reseller receives written permission from AOB.
4. **Sales by Auction.** Sales by the Reseller of Product(s) by way of online auction are prohibited.
5. **Transshipping.** Reseller shall not transship products. Specifically, Reseller shall only sell to End-Users and shall not sell or transfer any AOB products to any person or entity for resale. Reseller agrees to restrict, cease, or limit the sale of AOB products to anyone at the request of AOB.
6. **Geographic Sales Boundary.** Reseller may only sell and advertise for sale AOB products within the United States of America. AOB hereby expressly prohibits Reseller from soliciting or consummating sales outside of the United States of America without written approval from AOB.
7. **Intellectual Property.** The use of the intellectual property of AOB, including, but not limited to trademarks, tradenames, product images, marketing banners, and other digital assets, without consent from AOB is prohibited;
8. **Sales Practices.** Reseller shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by AOB. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of AOB products.
9. **Quality Controls.** Reseller shall comply with all quality control standards, including, but not limited to, advertising, storage and shipping requirements, as announced from time to time by AOB.
10. **Service.** Reseller shall provide the highest level of customer service. Reseller and their sales personnel shall be familiar with all AOB products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee or return policy.
11. **Product Packaging.** Reseller shall sell AOB products in their original packaging. Relabeling, repackaging, and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Reseller shall not remove, translate or modify the contents of any label or literature on or accompanying the products.
12. **Additional Terms and Conditions.** Reseller agrees to comply with the additional terms and conditions set forth by AOB from time to time, which may be changed by AOB in its sole discretion.

AOB reserves the right to update, amend or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and a reseller's continued use, advertising, offering for sale, or sale of the products will be deemed reseller's acceptance of the amendments.

If AOB determines that a reseller is in violation of this Reseller Policy, AOB may take any and all appropriate legal action, including, but not limited to, prohibiting Reseller from advertising or selling AOB products as well as refusing to accept orders from the reseller.

Any questions regarding this Reseller Policy must be emailed to: pricingopa@aob.com.