



RESELLER GUIDELINES

INTRODUCTION

Yumax Brand Limited ("**Yumax**") is the authorised distributor in various territories of products ("**the Products**") manufactured by Vista Outdoor Sales LLC ("**Vista**") (a limited liability company incorporated under the laws of the State of Delaware) under the brand Bushnell Golf ("**the Brand**"). Vista is the owner of the trademark Bushnell Golf and other intellectual property rights in the Brand and the Products. In these Guidelines, reference to the Company shall include Yumax and/or Vista as the Authorised Distributor as the context so requires.

As a condition of its appointment, Yumax is required to ensure that all resellers of the Products abide by Vista's resale guidelines from time to time issued.

You were appointed as a reseller of the Products under the terms and conditions set out in the Framework Agreement agreed and executed between us ("The Framework Agreement"). Section 3, Paragraph 1.1 c and 1.1 d of the Framework Agreement, includes Yumax's Brand Guidelines and Online Terms. These Reseller Guidelines incorporate and consolidate both the Brand Guidelines in Paragraph 1.1c and the Online Terms in Paragraph 1.1d of Section 3 and replace all previous versions of those documents.

In these Guidelines, unless otherwise indicated, capitalised words and phrases shall have their respective meanings as set out in the Framework Agreement.

These Guidelines are set out under the following headings:

Section One – General Reseller Requirements

Section Two – Authorisation Criteria

- A. Brick-and-Mortar Quality Standards and Criteria
- B. Quality Standards and Criteria for Online Sales

Section Three - Trademark Guidelines and Use of Intellectual Property

PLEASE READ THESE RESELLER GUIDELINES CAREFULLY. THEY FORM AN IMPORTANT PART OF THE ENGAGEMENT BETWEEN US, FOR THE BENEFIT OF THE BRAND AS A WHOLE AND THE WIDER BUSHNELL RESELLER COMMUNITY. BREACH OF ANY OF THE CRITERIA, STANDARDS OR REQUIREMENTS AS SET OUT IN THIS DOCUMENT, WILL CONSTITUTE A BREACH OF CONTRACT RENDERING THE RESELLER LIABLE TO THE SANCTIONS AS SET OUT IN THE FRAMEWORK AGREEMENT, INCLUDING THE TERMINATION OF THE RESELLER'S AUTHORISATION.



SECTION ONE GENERAL RESELLER REQUIREMENTS

You are free to sell the products of Company's Products and nothing within these Requirements shall be read as a restriction on "who" you may sell the Products to within the European Union. However, as an Authorized Reseller of Bushnell Golf products, Bushnell Golf ("Company") and its Authorized Distributor Yumax Brands ("**Authorized Distributor**" or "**Yumax Brands**"), kindly request both your good faith effort to protect the Bushnell Golf brand ("**Brand(s)**") and image and your assistance in properly promoting our Products within your appointed territory ("**Territory**").

- **No sales of Product outside of the European Union.**
- **Only Purchase Products from Distributor:** As an Authorized Reseller in the Territory, Bushnell Golf Products in your Territory are only available for purchase from Authorized Distributors. If you do not purchase Products from an Authorized Distributor, Company cannot ensure the authenticity of the Products and will not honour warranty claims on any counterfeit or unauthorized product.
- **Properly and Accurately Promote our Products both in-store and on-line:** What is important to Company and to Authorized Distributor is that the Products are accurately described, promoted and advertised to End Users – in the store, in print and on line, via your internet and *in the local language*. Product displayed on-line and in-store must contain the correct Product description, including the correct model, model year and technical description. All visual displays should use high quality photographic visuals. In addition, sales representatives should be educated about the Products, and there must be customer service support for End Users. Use best efforts to comply.
- **Approved website(s).** If Reseller sells on-line, Reseller's domain name(s) and URL(s) must not contain the words Bushnell, Bushnell Golf or any names of any Bushnell Golf Product or any Product sold under any other Vista Outdoor or Bushnell Holdings, Inc. - owned brand, including any variation or combination of these words or trademarks with each other or with other words. We ask you to display the Products for consumer sale only on websites where you ensure proper presentation as defined above and not within any websites of other companies, including any third-party platforms where you do not define the frame of presentation of the Products.
- **Returns / Warranty Claims.** Reseller agrees to work in good faith with Yumax Brands to address any warranty claims from consumers. Reseller shall comply with Distributor's / Company's warranty returns process.
- **Properly use Bushnell Golf Trademarks and Logos:** As an Authorized Reseller, Bushnell Holdings, Inc. grants to you a limited, non-exclusive, royalty free license for use in «TerritoryCountry» to use the Bushnell Golf Trademarks and Logos, solely and exclusively to promote our Products, and only on the condition that our Trademarks and



Logos are properly used, in accordance with Company's guidelines. In addition, all promotional materials created by you as an Authorized Reseller must be approved by Yumax Brands or Bushnell Holdings, Inc. in advance. It is Reseller's obligation to request a copy of Company's Brand Standards or to ask questions, if anything is unclear. Reseller shall have no other rights in Company's trademarks, logos or any intellectual property. Unless expressly approved by Company, Reseller shall not register or assert any rights in any Company intellectual property, including but not limited to its Trademarks and Logos, and shall not use Bushnell Golf or Vista as a domain name or in a URL.

- **Promote, Market, Advertise and Sell Products in a manner that presents Bushnell Golf, its brand, its image and the Products in a positive light:** Authorized Resellers shall not act in any way that would disparage Company or its Products. An Authorized Reseller shall not sell or market the Products—in store or on-line—in any way that can be construed as dumping or in any way that would negatively impact Bushnell Golf.
- **Notify Company of Unauthorized Sales and Counterfeit Product:** We all have an interest in both stopping unauthorized sales into and outside the Territory and in eliminating the sales of counterfeit Bushnell Golf Products. These sales not only impact Company, our brand and our image, but it also impacts sales, yours and ours. If you become aware of any unauthorized sales or any counterfeit Bushnell Golf Product, please notify Company as soon as possible. In addition, Authorized Resellers shall not obscure or alter in any fashion the serial number on any Product, the packaging (unless agreed in writing by Company) and/or the Company Trademarks, Tradenames and Logos. Any alterations made to Product are unauthorized.

SECTION TWO – AUTHORISATION CRITERIA AND STANDARDS

2A BRICK AND MORTAR CRITERIA AND STANDARDS

1. QUALITATIVE CRITERIA RELATING TO RESELLER'S BUSINESS ACTIVITIES AND REPUTATION

1.1. Retail activity.

Reseller shall exercise a retail activity consisting in the purchase and sale of electronic golf products to end consumers.

1.2. Track Record or Business Plan.

Reseller shall either have (i) an established reputation and track record for the sale of products comparable to the Product range they wish to sell, or (ii) a documented financial and business plan aiming at establishing reputation and track record for the sale of products comparable to the Product range they wish to sell.

1.3. Preserve and Enhance the Reputation and Goodwill of the Company.

Reseller shall preserve and enhance the reputation and goodwill of Company and the Products and avoid any illegal or unethical actions, including without limitation "bait and switch" practices. Reseller shall not engage in unfair sales practices or make incorrect, deceptive or denigrating statements about Company or the Products.

1.4. Professionalism.

Company values Reseller's ability to perform sales in a correct, convenient, punctual, clean, customer-friendly, trustworthy, and generally high-quality manner. A Reseller that cannot maintain these standards and whose premises do not meet these standards will not qualify for Company's selective distribution system.

1.5. Depreciative Advertising.

Reseller shall not engage in any advertising of a nature which may depreciate the high-quality brand image of the Products.

1.6. Compliance with Laws.

Reseller must comply with all applicable laws and regulations on consumer protection and product liability, misleading and comparative advertising, unfair competition, distance selling, e-commerce, defamation, data protection and privacy, electronic signatures, and intellectual property rights.

2. QUALITATIVE CRITERIA RELATING TO STORE LAYOUT AND PRODUCT DISPLAY

2.1. Reseller shall display all Products within a quality retail environment from fixed and enclosed trading premises. Reseller shall display all Company's Products by means of



high quality, professional merchandising fixtures, which Company has the right to approve, and which are distinctly separate and differentiated from fixtures displaying of products.

2.2. Display with Other Products of Like Quality.

Reseller must only display the Products with products from other reputable manufacturers and of a quality comparable to that of the Products.

2.3. Display Guidelines.

Reseller must display all Products in accordance with the Company's Brand Guidelines which are provided below, the most current version of which will be communicated by Company from time to time.

2.4. Equal Priority for Company's Products. Reseller shall not give less priority to the Products than to products of other manufacturers, in relation to the advertising, documentation, demonstration, presentation and display and more generally refrain from any discrimination of the Products compared to products of other manufacturers (including in terms of sales commissions or other incentives offered by the Reseller to its personnel).

2.5. Sufficient Space for Display and Demonstration. Reseller must allow sufficient space in an appropriate and prominent location for display and demonstration of the Products in accordance with any guidelines provided or authorized by Company.

3. QUALITATIVE CRITERIA RELATING TO PRODUCT DISPLAY SAMPLES

3.1. Display Sample Condition.

The Display Sample must be in perfect condition and fully functional.

3.2. Display of Display Sample.

The Display Sample must be displayed in accordance with Company's Brand Guidelines which are provided below, the most current version of which will be communicated by Company from time to time.

4. QUALITATIVE CRITERIA RELATING TO COMPANY'S INTELLECTUAL PROPERTY

4.1. Trademarks.

Reseller shall only use any material bearing any of Company's trademarks in accordance with Section Three or such other guidelines and requirements issued by the Company from time to time.



5. QUALITATIVE CRITERIA RELATING TO RESELLER STAFF

5.1. Knowledgeable Personnel.

Reseller must maintain qualified personnel with knowledge of the specifications, features and use of the products. Such personnel must be able to both demonstrate and explain the technical features of the products and answer any customer questions. Reseller shall appoint a sufficient number of staff available throughout trading hours with knowledge of the relevant Company's Product(s), to service the consumer and/or to provide information to consumer in a professional manner and effect sales of Company's Products on the Reseller's behalf.

5.2. Personnel Training.

The Reseller's personnel shall regularly attend marketing, sales and technical training sessions when offered by Company.

6. QUALITATIVE CRITERIA RELATING TO CUSTOMER CARE / SUPPORT

6.1. Local Language.

Customer support services shall be available at least in Reseller's local language and during hours which are at least in accordance with local practices, and Reseller shall use its best efforts to provide such services in other languages consistent with site language and delivery locations.

6.2. After Sales Services.

Reseller shall provide a dedicated after sales service staffed with a sufficient number of appropriately trained staff.

7. QUALITATIVE CRITERIA RELATING TO LOGISTICS

7.1. Store Hours.

Reseller must ensure its operation is open to the general public during hours which are at least in accordance with local practices.

7.2. Expeditious Delivery.

Reseller shall use its best efforts to ensure expeditious delivery of the Products.

7.3. Returns.

Reseller must offer a returns policy, including an efficiently operating return service which at least allows in-store return of the ordered Products within 14 days of purchase or more in the case of longer local legal requirements



8. OTHER

8.1. Accurate Product Information.

Reseller shall not give customers or prospective customers any technical information or data on the products that is inaccurate or in contradiction with the information published or authorized by Company. Resellers shall make clear the Model Year of the products in their written product descriptions.

8.2. Accessory Proposals. Reseller shall actively propose only Company accessories in conjunction with Company's Products.

9. QUANTITATIVE SELECTIVE DISTRIBUTION CRITERIA

9.1. Reseller must maintain and stock:

- (i) an adequate supply of the Products in a range of sizes and fit to satisfy the demand of its customers; and
- (ii) a representative sample of all the Products. Reseller must do everything possible to avoid stock outs.



2B QUALITY STANDARDS AND CRITERIA FOR ONLINE SALES

1. QUALITATIVE CRITERIA RELATING TO RESELLER'S BUSINESS ACTIVITIES

1.1. Brick -and-Mortar Requirement.

Reseller may sell Products online only in accordance with the standards and criteria set out below and only during such period as Reseller maintains in its designated territory a physical brick-and-mortar outlet for the sale of Products.

1.2. Preserve and Enhance the Reputation and Goodwill of Company.

Reseller shall preserve and enhance the reputation and goodwill of Company and the Products and avoid any illegal or unethical actions, including without limitation "bait and switch" practices. Reseller shall not engage in unfair sales practices or make incorrect, deceptive or denigrating statements about Company or the Products.

1.3. Professionalism.

Company values Reseller's ability to perform sales in a correct, automated, convenient, punctual, clean, customer-friendly, trustworthy, and generally quality manner. A Reseller that cannot maintain these standards and whose website does not meet these standards will not qualify or may lose its authorisation.

1.4. Depreciative Advertising.

Reseller shall not engage in any advertising of a nature which may depreciate the high-quality brand image of the Products.

1.5. Compliance with Laws.

Reseller must comply with all applicable laws and regulations on consumer protection and product liability, misleading and comparative advertising, unfair competition, distance selling, e-commerce, defamation, data protection and privacy, electronic signatures, and intellectual property rights.

2. QUALITATIVE CRITERIA RELATING TO WEBSITE PRODUCT DISPLAY

2.1. Product Display.

Reseller must ensure that the Products are (i) depicted within a section of the website dedicated to the relevant type of product (e.g. Golf products and equipment) and (ii) displayed within a section with products which enjoy a similar reputation for quality as the Company's brand and (iii) display the correct Model Year in the product description

2.2. Display Guidelines.

Reseller must display all products in accordance with Company's Brand Guidelines which are provided below, the most current version of which will be communicated by



Company from time to time.

Absent approval of the Company only assets provided by the Company are to be used to market the products on the website.

2.3. Product Images.

Reseller must use only those Product images, marketing banners and video clips provided or authorized in writing by Company on any website, advertisement, sponsored link, or any other online marketing used, paid for or associated with Reseller.

2.4. Dynamic Content.

Reseller's website must be able to display dynamic content, including, but not limited to, video clips.

2.5. Product Information.

Reseller must ensure that the written text accompanying the photographic visuals in the detailed product page includes key Product attributes and consumer benefits. Reseller must offer information tools to help the consumer to make an informed decision and must keep information on Company's Products on its website updated at all times.

2.6. Product Offer.

Reseller must maintain sufficient stocks of the Products to satisfy customer demand and in the event the Products are out of stock communicate such via the website.

2.7. Prices.

Reseller must display retail prices on the product page including VAT and any other applicable tax or fee.

3. QUALITATIVE CRITERIA RELATING TO WEBSITE FUNCTIONALITY#

3.1. Product Search.

3.2. Reseller must ensure consistent and relevant search results (i.e., when identical search terms are entered, the same results must be displayed) and that product categories identified as a result of a search are relevant to the search term. Reseller must facilitate the search for trademark, product and category by offering a variety of search and filter functions on its website. Reseller must lay out its home page with a navigation theme based on visible categories.

3.3. Corrections.



Reseller must correct any technical bugs, mistakes regarding Products and Product information promptly and in any case no later than within 5 calendar days.

3.4. Adware, Spyware or Pop-up/under Software.

Reseller must not partner with any third-party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or that generates non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any Company trademark used or owned by Company or any common misspelling or confusingly similar trademarks is strictly prohibited

4. QUALITATIVE CRITERIA RELATING TO CHECK-OUT, PAYMENT, DELIVERY AND RETURNS

4.1. Easy Ordering Process.

Reseller must provide the capability for customers to place their orders fully and completely through Reseller's website. Reseller shall not require customers to use telephone calls, faxes and/or hard-copy correspondence to complete their orders.

4.2. Check out.

Reseller must ensure that a customer's shopping cart contains only those Products and/or services that the consumer has explicitly selected. Reseller must display products in the shopping cart at the same price that was presented during product selection. Reseller must display the total price of the full selection of products and services selected at all times during the check-out procedure. Reseller must make available all sales terms and conditions at all times during the ordering process. In particular, Reseller must clearly inform consumers on its payment, delivery and return policies before and after a transaction is confirmed.

4.3. Payment.

Reseller must offer customer friendly payment methods matching the common retail Internet industry standards. Encrypted security software and secure bank / payment transactions must be enabled at all times.

4.4. Confirmation of sale.

Reseller must send an instant electronic confirmation of the Products purchased with corresponding unit prices to the e-mail address provided by the customer. If Products ordered are not in Reseller's stock, Reseller shall immediately inform the customer about the delivery time and shall give the customer the opportunity to cancel the order.

4.5. Shipping Costs.



To the extent a charge is made, Reseller must not charge shipment costs that are higher than the actual costs of shipping and packaging.

4.6. Returns.

Reseller must offer a returns policy, including an efficiently operating return service which at least (i) allows return of the ordered products within (14) days of delivery or more in the case of longer local legal requirement and (ii) guarantees free returns. Reseller must provide the capability for customers to print out return labels online or include a return label in the delivery packaging. Reseller must specify clearly on its website and the return label Reseller's shipping address to return products purchased.

4.7. Sales to End Users only.

Reseller shall take all reasonable steps and precautions to ensure that Products are sold to end users only.

5. Qualitative criteria relating to customer care/ support

5.1. Customer Support.

Reseller must have appointed a sufficient number of staff with knowledge of the Products to provide information to product search consumers on Reseller's website in a professional manner as well as to handle after-sales queries and matters. Reseller must offer its website users direct personal contact for inquiries with such qualified staff available throughout normal business hours. Reseller's contact details shall be clearly displayed on its website. Reseller must guarantee to provide an answer within 24 hours in the case of any direct contact by a consumer via e-mail or the website for information or assistance. Customer support services shall be available at least in the Reseller's local language, and Reseller shall use its best efforts to provide such services in other languages consistent with site language and delivery locations.

6. QUALITATIVE CRITERIA RELATING TO MANUFACTURER'S INTELLECTUAL PROPERTY

6.1. Trademarks.

All website graphics and content must comply with Company's trademarks guidelines set out below, the most current version of which will be communicated by Company from time to time.

6.2. No Suggestion or Implication.

Reseller must not suggest or imply that its website, advertisement(s), sponsored link(s), or any other online marketing used or paid for by Reseller are in any way related to the official Company's website owned and operated by Company.



6.3. URLs/Domains.

Reseller's domain name(s) and URL(s) must not contain any Bushnell or Tasco trademarked names, including any variation or combination of these words or trademarks with each other or with other words.

6.4. Authorized Reseller's Website (s).

Reseller shall directly operate its website(s) under its own trading name. Reseller shall display all Products for consumer sale directly and exclusively within either its own approved website(s). Reseller shall not display the Products for consumer sale within any websites of other companies, including any third-party platforms. This is a fundamental condition of your authorisation as a Reseller. If you breach this condition your authorisation is likely to be removed.



SECTION THREE - TRADEMARK GUIDELINES

Use of Bushnell Golf Intellectual Property – approved use, restrictions and limitations

The **Bushnell Golf** trademarks and brands are important and valuable assets of the corporation. Trademarks, whether registered or unregistered, must be used in accordance with the following guidelines. These guidelines are in addition to those provided for print advertising of a particular product:

1. Any use of any Company Trademark on a web page, print advertisement, business cards, etc., must adhere to these guidelines.
2. Reseller shall ensure that the Licensed IP is displayed according to specifications and/or brand standards which Company may provide or amend from time to time. It is Distributor / Authorized Reseller's obligation to request copies of Company's brand standards and to understand these restrictions and limitations.
3. Reseller shall not do anything inconsistent with Company's ownership of the Licensed IP, including, but not limited to, registering or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term. Reseller shall not, without express written permission from Company purchase Company's Intellectual Property through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
4. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Company's title to or rights in the Licensed IP.
5. Reseller may not use the Licensed IP on the Internet, except to identify itself to consumers as a Reseller of Company Products," using the format provided or approved by Company, and solely to promote and market the Product.
6. Reseller shall not use the Licensed IP in a manner that disparages Company or the Products, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays Company or the Products in a false, competitively adverse or poor light. Licensed IP also shall not be used on others' goods or in any non-approved form.
7. Reseller shall ensure that the nature and quality of Distributor / Authorized Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP.
8. The Trademarks must be reproduced exactly from camera ready artwork provided by Company, if available. The Trademarks may not be altered, amended, distorted or combined with any other symbols, words, images or designs, and may not be incorporated into a tagline or slogan.



9. If the Company logo appears on the Reseller's stationery or business cards, the words "Authorised Reseller" must follow it.
10. There must be no confusion with which entity the customer is dealing. Reseller's name must be the most prominent name on the web page, print advertising, business cards, etc.. The Company logo may not be the only source identified. The Company logo trademark may not appear at the top of any web page, print advertising, business cards, etc..
11. The Company logo trademark must not be used in combination with another company mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities, in accordance with Company's brand standards.
12. Use of the Company Trademarks should include the appropriate trademark symbol, the ® or ™ in superscript following the most prominent time it appears on a page. Every instance of use of a mark in text or otherwise must be capitalized, italicized, bolded or otherwise treated with prominence.
13. Any use of a Company Trademark which is not addressed in the guidelines set forth herein, must be approved by Company prior to its use. Submittals for approval should be faxed/emailed to the attention of your Company representative.



EXHIBIT I

Foreign Corrupt Practices Act Certification

1. Distributor acknowledges that it understands the US Foreign Corrupt Practices Act, confirms its understanding of the provisions thereof, and agrees to comply with those provisions and to take no action that might cause Company to be in violation of this or any similar local anti-corruption and anti-bribery laws.

2. Distributor represents and warrants that it has not, and agrees that it will not, in connection with any agreement or sale between Company and a third-party or in Distributor's performance under this Agreement, directly or indirectly, offer, pay, promise to pay, authorize the payment of, or give, promise to give, or authorize the giving of any money or thing of value to any foreign official or to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a foreign official, for the purpose of:

- a. influencing any act or decision of such foreign official, including a decision to fail to perform his lawful duty, or
- b. inducing such foreign official to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,

in order to assist Company in obtaining or retaining business for or with, or directing to, any other party, or to secure any improper advantage.

3. Distributor represents and warrants that it has not, and agrees that it will not make any such illegal or improper payments in order to assist Company in obtaining or retaining business or to secure any improper advantage with any commercial purchaser.

4. Distributor represents and warrants that it either is not involved with, or that it has disclosed, and agrees to continue to disclose, information regarding any former or present



government official, political party official or candidate that has an ownership interest, direct or indirect, in Distributor.

5. Distributor represents and warrants that all of Distributor's directors, shareholders, officers, employees and any agents or consultants, who have contact with any purchaser's representatives or foreign officials, will abide by and honor the terms of this Certification, and shall ensure that each employee engaged in providing services to Company shall execute this Certification.

6. As used in this Certification, the term "foreign official" means any officer or employee of any government or any department, agency, instrumentality or wholly/partially/quasi-owned corporation/legal entity thereof, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality or wholly/partially/quasi-owned corporation/legal entity thereof, or any political party or official thereof or any candidate for political office or officials of public international organizations. Distributor acknowledges that a customs employee, is a foreign official.

7. In addition to complying with the United States FCPA, Distributor also expressly represents that it shall, and its employees and officers shall, comply with any applicable local country anti-corruption and/or anti-bribery law.

EXHIBIT J

Vista Supplier Social Responsibility Code

Vista Outdoor Inc. and its subsidiaries are committed to conducting business in a lawful, ethical and socially responsible manner globally. To that end, we place a high priority on environmental stewardship, compliance with laws, and the rights, safety and well-being of workers throughout our supply chain. This Social Responsibility Code ("**Code**") sets out our minimum expectations of Suppliers and provides a baseline against which our Suppliers are evaluated.

1. Voluntary Labor. All labor shall be voluntary. Suppliers shall not directly or indirectly retain labor by limiting access to identity or immigration documents, charging workers deposits or



recruitment fees, or using actual or threatened force, restraint, involuntary servitude or abuse of legal process. Suppliers shall not directly or indirectly participate in human trafficking, and shall comply with all United States and any local country laws pertaining to voluntary servitude, including but not limited to the Human Trafficking Regulations under the United States Federal Acquisition Regulations (FAR) / United States Defense Federal Acquisition Regulations (DFAR) (FAR subpart 22.17; DFAR subpart 222.17). Suppliers are expected to know the nationality of all of their employees, and shall not employ nationals of the Democratic People's Republic of Korea. Suppliers are also expected to know the origin of their materials, and shall not purchase materials or components made using forced labor, including but not limited to "Conflict Minerals" originating from the Democratic Republic of Congo (see 17 CFR Part 240) and any materials or components produced in whole or in part by nationals of the Democratic People's Republic of Korea.

2. Working Conditions. Workers must have a safe, healthy and sanitary work environment and shall be treated with respect. Suppliers shall not:

- Employ physical, sexual, verbal or mental abuse, coercion or harassment;
- Recruit, harbor, provide or obtain a person for the purpose of committing a sex act in exchange for anything of value;
- Employ workers less than the minimum age required by local law, or 15 years old, whichever is older;
- Conceal or mislead applicants about key employment terms, including hazards, conditions and wages;
- Restrict worker membership in trade unions or the free association of workers; or
- Discriminate on the basis of race, gender, religion, nationality, ethnic origin, sexual orientation, disability, age, union membership, political affiliation or other protected classes.

3. Wages, Benefits and Hours. Workers must be paid wages, overtime and benefits that meet or exceed local legal requirements and provide for essential needs. Work weeks cannot exceed the maximum amount allowed by local law, and workers shall have at least one (1) day off on average per week.



4. Environmental Stewardship. Suppliers are expected to meet or exceed all applicable regulatory requirements regarding emissions, releases, hazardous waste and water discharge, and continually improve to reduce natural resource consumption and the environmental impacts of their operations.

5. Ethical Conduct. Suppliers shall conduct business with integrity and in compliance with all applicable laws, and respect the intellectual property rights of others. Suppliers shall comply with all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the OECD Anti-Bribery Convention, and shall not pay, give or offer anything of value, including but not limited to bribes, kickbacks and facilitation payments, to any government official or anyone working for or on behalf of any government, government agency or quasi-governmental entity (*e.g.*, customs officials).

Suppliers are expected to report any suspected violations of this Code. Vista Outdoor may request to inspect and audit Supplier facilities and records for compliance with this Code, and any noncooperation or violations will factor heavily into Vista Outdoor's decision to do business with Suppliers.