EFFECTIVE DATE: October 1, 2025

XS SIGHTS
UNITED STATES RESELLER POLICY

By purchasing XS Sights products for resale, Reseller agree to adhere to this Reseller Policy.

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

XS Sights has also determined that, in order to maintain and protect the viability of the XS Sights reseller network for its products, in order to protect the value associated with XS Sights brand, 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 XS Sights objects, Reseller can advertise and sell the XS Sights 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 XS Sights products on Internet Marketplaces, unless Reseller obtains written permission from XS Sights authorizing them to sell on specific Internet Marketplaces and under specific seller names. XS Sights 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/FBM/SFP/Commingled Inventory**. Reseller shall not cause or allow the Products to be sold anywhere or in any manner on third-party Internet marketplaces, where the Reseller is unable to certify that all XS Sights products purchased from Reseller are fulfilled with Products that the Reseller purchased from XS Sights or a XS Sights Authorized Distributor. Additionally, if approved to sell on Internet Marketplaces, Reseller is prohibited from selling XS Sights products by way of Amazon or any other similar programs unless Reseller receives written permission from XS Sights;

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 XS Sights products to any person or entity for resale. Reseller agrees to restrict, cease, or limit the sale of XS Sights products to anyone at the request of XS Sights;

6. **Geographic Sales Boundary**. Reseller may only sell and advertise for sale XS Sights products within the United States of America. XS Sights hereby expressly prohibits Reseller from soliciting or consummating sales outside of the United States of America without written approval from XS Sights;

7. **Intellectual Property**. The use of the intellectual property of XS Sights, including, but not limited to trademarks, tradenames, product images, marketing banners, and other digital assets, without consent from XS Sights 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 XS Sights. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of XS Sights 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 XS Sights;

10. **Service**. Reseller shall provide the highest level of customer service. Reseller and their sales personnel shall be familiar with all XS Sights 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 XS Sights 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. **MAP Policy**. Reseller acknowledges that Reseller has been informed of XS Sights' Minimum Advertised Price ("MAP") Policy as it applies to the advertisement for sale of XS Sights products from Resellers to End-Users in the United States. There is no agreement, express or implied, between XS Sights and Reseller with respect to the

advertised or resale pricing of products. If you have any questions regarding the XS Sights MAP Policy please contact dealers@xssights.com; and

13. **Additional Terms and Conditions**. Reseller agrees to comply with the additional terms and conditions set forth by XS Sights from time to time, which may be changed by XS Sights in its sole discretion.

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

Any questions regarding this Reseller Policy must be emailed to: dealers@xssights.com.