# Angry Stag Authorized Dealer Agreement

Nov 18, 2026

## 1. Parties and Appointment

This Authorized Dealer Agreement ("Agreement") is made as of [DATE] ("Effective Date") between **Angry Stag / Outcome Driven Innovation** ("Angry Stag"), 974 Commercial St, Suite 100, Palo Alto, CA 94303, and **[DEALER LEGAL NAME]**, a [STATE] [ENTITY TYPE] d/b/a [TRADE NAME], located at [ADDRESS] ("Dealer").

1.1 **Appointment.** Angry Stag appoints Dealer as a non-exclusive authorized dealer of Angry Stag thermal optics and accessories ("Products") for retail sale to end users in the United States. No territory is granted or implied unless stated in Exhibit D. Dealer is an independent contractor, not an agent, franchisee or employee of Angry Stag.

1.2 **Eligibility.** Dealer shall maintain at all times: (a) a current Federal Firearms License, if applicable to Dealer's operations; (b) a valid resale / sales-tax certificate for each state in which Dealer sells; and (c) a signed copy of this Agreement on file with Angry Stag. Copies are attached as Exhibit C and Dealer shall deliver renewals before expiration.

1.3 **Authorized channels.** Dealer may sell through its retail locations and its own websites. Sale on third-party marketplaces (e.g., Amazon, eBay, GunBroker) requires Angry Stag's prior written consent. Dealer shall not sell to resellers, exporters or purchasing agents, and shall sell only to end users.

## 2. Definitions

"**MSRP**" means Angry Stag's published manufacturer's suggested retail price, as updated from time to time. "**MAP**" means minimum advertised price, which equals MSRP unless Angry Stag publishes otherwise. "**Dealer Cost**" means the price in the then-current Dealer Price Schedule (Exhibit A), currently 25% off MSRP. "**Opening Order**" means Dealer's first purchase order under this Agreement. "**US Person**" has the meaning given in 22 C.F.R. § 120.62 (a lawful permanent resident or protected individual under 8 U.S.C. § 1324b(a)(3), or a US-incorporated entity). "**Products**" includes ThermaLoc™ thermal scopes, factory options (including the factory-installed 1.2 km laser rangefinder), and Angry Stag accessories.

## 3. Products, Pricing and Confidentiality

3.1 **Dealer pricing.** Dealer Cost is 25% off MSRP per the Dealer Price Schedule (Exhibit A). Angry Stag may revise Exhibit A on thirty (30) days' written notice; revisions do not affect accepted purchase orders. Promotional allocation pricing (e.g., the ThermaLoc™ 384/15 Founder's allocation at $849) applies only as stated in the applicable program terms.

3.2 **Confidentiality.** Dealer Cost, margins, program terms and the contents of Exhibit A are Angry Stag confidential information. Dealer shall not disclose them except to employees who need them to perform this Agreement, and shall protect them with at least the care it uses for its own confidential information. This obligation survives termination for three (3) years.

3.3 **Minimum orders.** Scopes: two (2) units per order, models may be mixed. Hearing protection: by the case (6 units). EZ Loader: by the case (2 units). Opening Orders must meet the minimum stated in the then-current dealer program (currently 2 ladder units + 1 allocation unit).

3.4 **No resale restrictions on price.** Dealer is free to set its actual selling prices. Section 5 (MAP) governs advertised prices only.

## 4. Orders, Payment and Shipping

4.1 **Purchase orders.** All orders are placed by hard purchase order and are binding and non-cancellable once countersigned by Angry Stag. Angry Stag may accept or reject any order.

4.2 **Deposit and payment terms.** A ten percent (10%) deposit is due on countersignature; the balance is due before shipment. If Dealer cancels a countersigned order, the deposit is forfeited as liquidated damages. On reorders, or on an Opening Order with an approved credit application, terms are Net 30 from invoice date, on approved credit (OAC). Angry Stag may revoke credit terms for late payment. Past-due amounts bear interest at 1.5% per month or the maximum lawful rate, whichever is less.

4.3 **Shipping, title and risk.** Products ship from Angry Stag's 3PL (currently Dallas, TX). Stock items typically ship within 24 hours; new builds in approximately 8 weeks. Shipping is free on orders over $2,000; otherwise freight is prepaid and added to the invoice. Title and risk of loss pass to Dealer on delivery to the carrier (FOB origin). Serial numbers are assigned in purchase-order date sequence.

4.4 **Drop-ship.** Angry Stag will drop-ship to Dealer's retail customers on reorders only, subject to Section 6 (export compliance) and a per-shipment handling fee per Exhibit A.

4.5 **Taxes.** Prices exclude taxes. Dealer is responsible for all sales, use and similar taxes on its resales and shall maintain valid resale certificates.

## 5. Minimum Advertised Price (MAP)

5.1 **Policy.** Dealer shall not advertise any Product at a price below MAP. MAP equals MSRP per Exhibit B (the MAP Policy), as updated by Angry Stag from time to time on written notice. "Advertise" includes print, broadcast, websites, marketplaces, e-mail blasts, social media, shelf tags and price feeds visible before checkout. In-cart or checkout pricing, and unadvertised in-store quotes, are not advertising.

5.2 **Authorized promotions.** Angry Stag may authorize quantity-limited promotions in writing (currently: the ThermaLoc™ 384/15 Founder's build at an advertised $999, through December 31, 2026 or 3,000 serialized units, whichever comes first). Advertising at an authorized promotional price during its stated window is not a MAP violation. Regular MAP for the 384/15 remains $1,299.

5.3 **Enforcement.** MAP is enforced from day one, uniformly. On violation Angry Stag may, in its discretion: issue written notice requiring correction within 48 hours; suspend shipments or promotional allocations; remove Dealer from authorized-dealer listings; or terminate this Agreement. Angry Stag makes MAP decisions unilaterally; nothing in this Section is an agreement on Dealer's actual resale prices.

5.4 **MDF / co-op.** Market development funds and co-op advertising credits are available on Angry Stag-approved programs and are conditioned on MAP-compliant advertising.

## 6. Export Compliance (ITAR / EAR)

6.1 **Controlled products.** The Products are thermal imaging devices subject to US export-control laws, including the International Traffic in Arms Regulations (ITAR, 22 C.F.R. Parts 120–130) and/or the Export Administration Regulations (EAR, 15 C.F.R. Parts 730–774), depending on model and configuration. Export, re-export, or transfer outside the United States — or release to a non-US Person inside the United States — without required US Government authorization is a federal crime.

6.2 **Domestic sales only.** Dealer shall sell and deliver Products only to US Persons located in the United States, for end use in the United States. Dealer shall not ship Products to freight forwarders, mail consolidators or addresses Dealer knows or should know are staging points for export, and shall not sell to any party on a US restricted-party list (SDN, Entity List, Denied Persons, Debarred Parties).

6.3 **Buyer acknowledgment.** Before transferring any thermal Product, Dealer shall obtain the buyer's acceptance of the Non-Export Agreement in the form of Exhibit C (for online sales, by unchecked-by-default checkbox and typed-name electronic signature at checkout, with time stamp and IP address recorded) (buyer certifies US Person status, US end use, and that the product will not be exported). Dealer shall retain each acknowledgment for five (5) years and produce copies to Angry Stag on request.

6.4 **Red flags.** Dealer shall decline the sale and notify Angry Stag if a buyer refuses the acknowledgment, requests international shipping, pays through a third party with no apparent US connection, or exhibits other export red flags.

6.5 **Registration and cooperation.** If and to the extent Dealer's activities require ITAR registration or export licensing, Dealer is responsible for its own compliance. Each party shall cooperate in any government inquiry regarding the Products. Dealer shall indemnify Angry Stag for losses arising from Dealer's violation of this Section 6. This Section survives termination.

## 7. First-Order Protection; Returns

7.1 **Opening Order exchange right.** On Dealer's Opening Order only: any unit unsold one hundred twenty (120) days after delivery may be returned for credit equal to the price Dealer paid for that unit, applied against other Angry Stag product. Limits: up to 25% of the units on the Opening Order; new in original packaging; one exchange event; freight at Dealer's expense; no cash refunds and no credit beyond the price paid. Trade-ups require payment of the difference.

7.2 **No other returns.** Except under Section 7.1, warranty service (Section 8) or Angry Stag error, all sales are final. Products are not sold on consignment and Angry Stag has no stock-balancing obligation beyond Section 7.1.

## 8. Warranty and Service

8.1 **Product warranty.** Products carry Angry Stag's five (5) year limited warranty to the original retail purchaser, serviced in the United States. The warranty's terms are as published by Angry Stag; Dealer shall provide a copy with each sale and make no warranty claims beyond it.

8.2 **RMA.** Warranty service is initiated by serial number through Angry Stag's dealer portal or buck@angrystag.com. Dealer shall register serial numbers of units sold (or cause buyers to register) to support warranty and the exchange right in Section 7.

8.3 **Disclaimer.** EXCEPT AS STATED IN THE PUBLISHED LIMITED WARRANTY, PRODUCTS ARE PROVIDED "AS IS" AND ANGRY STAG DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 9. Trademarks and Marketing

9.1 **License.** Angry Stag grants Dealer a non-exclusive, non-transferable license, during the term, to use the Angry Stag®, ThermaLoc™ and TriMode™ marks solely to advertise and sell Products, following Angry Stag's brand guidelines and using assets from the dealer portal. Dealer acquires no ownership and shall not register any confusingly similar mark or domain.

9.2 **Accurate advertising.** Dealer shall use only Angry Stag-approved specifications and claims (including "Made in the USA of U.S. and imported parts"), shall display the ™/® marks correctly, and shall remove all Angry Stag branding within thirty (30) days of termination.

9.3 **Customer data.** For drop-ship orders, Angry Stag will use Dealer's customer data only to fulfill the order, warranty obligations and export-compliance recordkeeping.

## 10. Term and Termination

10.1 **Term.** This Agreement runs one (1) year from the Effective Date and renews for successive one-year terms unless either party gives thirty (30) days' notice of non-renewal.

10.2 **Termination.** Either party may terminate for convenience on sixty (60) days' written notice, or immediately for material breach uncured within fifteen (15) days of notice. Angry Stag may terminate or suspend immediately for: MAP violation (Section 5), export-compliance violation (Section 6), loss of FFL or resale certificate, sale to resellers or on unauthorized marketplaces, or Dealer insolvency.

10.3 **Effect.** On termination: accepted orders may be completed or cancelled at Angry Stag's option (deposits on uncompleted orders returned if Angry Stag cancels); amounts owed become due; Dealer ceases use of the marks and dealer portal; Sections 3.2, 6, 8.3, 10.3 and 11 survive. Dealer may sell remaining inventory at retail, subject to Sections 5 and 6, for ninety (90) days.

## 11. General Provisions

11.1 **Indemnity.** Each party shall indemnify the other against third-party claims arising from its own negligence, misrepresentation or breach of this Agreement; Dealer additionally indemnifies Angry Stag for claims arising from Dealer's unauthorized warranties, advertising claims or export violations.

11.2 **Limitation of liability.** NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. EXCEPT FOR BREACH OF SECTIONS 3.2 OR 6, OR INDEMNITY OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY IS CAPPED AT AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

11.3 **Governing law; binding arbitration.** This Agreement is governed by California law. Any commercial dispute arising out of or relating to this Agreement shall be resolved by final and binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in Santa Clara County, California, and judgment on the award may be entered in any court of competent jurisdiction.

11.4 **Miscellaneous.** This Agreement (with its Exhibits) is the entire agreement and supersedes prior discussions; amendments must be written and signed, except Angry Stag may update Exhibits A and B as provided herein. Dealer may not assign without consent. Notices go to the addresses above by e-mail with confirmation or by courier. Neither party is liable for delay caused by events beyond reasonable control. If a provision is unenforceable, the remainder stands. Counterparts and electronic signatures are effective.

## 12. Signatures and Exhibits

**Exhibits** (each incorporated by reference):

- **Exhibit A** — Dealer Price Schedule (11/9/26): Dealer Cost 25% off MSRP; current SKUs AS-256-15 through AS-640-50, AS-LRF-1000 factory-installed 1.2 km LRF, hearing protection and EZ Loader; minimums and freight terms.
- **Exhibit B** — MAP Policy (MAP = MSRP; authorized $999 Founder's promotion terms).
- **Exhibit C** — Non-Export Acknowledgment (buyer form — see Exhibit C — Online Non-Export Agreement) and Dealer's FFL / resale certificates.
- **Exhibit D** — Program terms (Founding/Charter Dealer status, allocation program, territory if any).

**ANGRY STAG / OUTCOME DRIVEN INNOVATION**

Signature: _____ Name: _____

Title: _____ Date: _____

**DEALER: [LEGAL NAME]**

Signature: _____ Name: _____

Title: _____ Date: _____

FFL #: _____ Resale Cert # / State: _____