

NATIONAL SHOOTING SPORTS FOUNDATION, INC.

PREMIUM RANGE MEMBERSHIP TERMS

1. Eligibility: Premium Range Membership is open to qualifying U.S. based indoor or outdoor shooting ranges meeting the following eligibility requirements.

- a. Applicants must have existing legally mandated and voluntary written workplace occupational safety and health (OSH) programs for their place of business, or be in the process of developing them, and be in compliance with all applicable federal, state and/or local safe work environment requirements (e.g., reporting, postings, recordkeeping, etc.) at the time of application.
- b. Applicants subject to any pending federal, state or local OSH administrative action (e.g., contest, notice, violation, penalty or abatement), or civil or criminal OSH-related legal proceeding are ineligible to receive legal defense fund assistance on pending issues. Ranges with prior OSH violations will only receive legal defense fund assistance on violations they have not been cited on within 3 years of the date of application.
- c. Applicants must pay applicable Premium Range Membership dues and assessments.
- d. Applicants must institute the Don't Lie for the Other Guy™ and Operation Secure Store® Programs in their stores upon approval of membership and must complete the Self-Assessment.
- e. Applicants must agree to a free NSSF OSH compliance audit upon application. Significant changes to range operations during the term of membership may require additional audits at applicant's sole expense as determined by NSSF.

Premium Range Membership is not a guarantee of legal defense funding coverage.

2. Membership Rights & Privileges: Premium Range Members shall have the rights and privileges extended to them under the NSSF bylaws or, in the absence of an express bylaw provision, as may from time to time be granted to them at the sole discretion of NSSF. Neither memberships nor membership rights are transferable. Some Premium Range Membership benefits are provided by third parties. The NSSF makes no representations or warranties regarding third parties or the continued availability of membership benefits. The NSSF shall not be responsible for any loss, damage or dispute members may have with third parties, or the usefulness of any benefits or outcome of any services provided.

Members should make their own inquiries regarding the terms and conditions that apply to products or services offered by third parties. Membership does not create any express or implied agency, attorney-client, broker/insurer-insured or other relationship between NSSF and members, although information concerning member transactions with third party product and service providers may be shared with NSSF. NSSF Premium Range Membership is not a prepaid legal services, insurance or indemnification plan.

3. Legal Defense Fund: Legal Defense Fund services are subject to the following additional terms and conditions, which may be amended, supplemented or repealed at any time:

- a. All decisions concerning the Legal Defense Fund, including, without limitation, eligibility, approval or denial of coverage, the selection and engagement of legal defense counsel, and the amount paid to counsel, shall be made solely by NSSF, whose decisions shall be final. NSSF shall have the exclusive right to terminate counsel at any time with or without cause.
- b. Premium Range Members agree to cooperate fully with both NSSF and legal counsel chosen by NSSF. Services may be suspended or terminated and NSSF shall have the right to obtain reimbursement from a member for all legal defense costs paid in the event of non-cooperation.
- c. Premium Range Members must be existing members in good standing prior to any known administrative action or regulatory legal proceeding for which legal defense funding assistance is requested, and must remain in good standing throughout the entire duration of the administrative action or legal proceeding.
- d. Premium Range Members to whom services are provided are entitled to the same rights and privileges, including the right of confidentiality, to which any other client of an attorney is entitled. NSSF shall not require Legal Defense Fund attorneys to reveal to any other persons any matters revealed to them in confidence by any member in the course of their representation without the member's permission.
- e. The Legal Defense Fund does not cover fines or penalties that may be assessed against a range. Legal Defense Fund benefits are provided on a secondary excess basis. No benefits shall be provided under the Legal Defense Fund to the extent benefits are furnished to a member by any other plan, program, or policy that provides group legal services to the member or under a contract of insurance.
- f. Members shall be eligible to receive a maximum lifetime benefit of \$25,000 from the Legal Defense Fund if all terms and conditions are met.

- g. The determination of NSSF shall be final and conclusive in connection with any dispute arising as to coverage or benefits derived from the Legal Defense Fund.
- h. NSSF is neither a law firm nor provides legal representation or legal services of any kind. Attorneys selected by NSSF are independent contractors and NSSF shall have no liability in tort, contract or otherwise to Premium Range Members, legal defense counsel or other interested party in connection with any assistance NSSF provides.
- i. Premium Range Members agree to participate in periodic program surveys and other continuous improvement efforts.

4. Term of Membership: Premium Range Membership is for one (1) year commencing on the date of NSSF's approval of an application. Memberships shall auto-renew annually for an additional one (1) year term unless canceled by member. The member's card on file provided at enrollment shall be billed for the renewal term.

5. Membership Dues: NSSF membership dues are established annually by the NSSF and may be adjusted from time to time as needed to support the operations and mission of NSSF.

6. Conformance with Antitrust Laws: It is NSSF policy to require that all of its trade association activities be conducted in compliance with U.S. federal and state antitrust laws. It is the responsibility of NSSF members to be aware of the types of activities that are prohibited by antitrust laws in connection with their NSSF membership. NSSF's Antitrust Policy & Guidelines are available to all NSSF members upon request. If members have specific questions relating to antitrust compliance in connection with their NSSF membership they should contact their own legal counsel.

7. Use of NSSF Trademarks: Members in good standing are granted the non-exclusive, non-transferable, royalty-free license to use the National Shooting Sports Foundation® registered name and "Proud Member" logo to promote their membership in the NSSF. Members agree that they will do nothing inconsistent that might harm NSSF or NSSF's ownership rights in its name and logo. Each member agrees to use NSSF's name and logo only as prescribed by NSSF and not to use the name and logo in any manner that expresses or implies, or could be construed to express or imply, that the NSSF endorses or certifies a member's products, services or opinions, a member's compliance with federal, state and/or local laws or regulations, or in any manner that misrepresents, or has the appearance of misrepresenting, the relationship between a member and the NSSF other than as a member-trade association relationship. Members who fail to maintain their NSSF membership must immediately discontinue any and all use of NSSF's name and logo. NSSF reserves the right to approve, deny, drop from membership, or not renew membership for non-compliance, revise, supplement, suspend or terminate membership terms, including the rights and privileges of membership, or to terminate the Premium Range Membership Program for any reason, at any time upon reasonable notice.