

## 5.11, Inc Wear Test Program Terms & Conditions\*

5.11, Inc seeks out and uses information and feedback from our customers to develop and improve upon the best tactical products in the market. A key component of this feedback comes from wear tests conducted by our customers (the “Wear Test Program”) and, in consideration for your participation in the Wear Test Program, you agree to the following terms and conditions:

1. During your participation in the Wear Test Program, you may learn of or receive proprietary, non-public, and/or confidential information relating to and belonging to 5.11, Inc. and its affiliates (collectively, “5.11”), including without limitation, information relating to products, designs, materials, customers, financial information, and/or marketing plans (collectively, the “Confidential Information”). You agree to use Confidential Information solely for the purpose of evaluating or assisting in the evaluation of 5.11, Inc products, and you will use reasonable measures to protect against unauthorized use and/or disclosure of Confidential Information. Notwithstanding any of the foregoing, you agree: (a) not to post pictures, reviews, or comments in any blog, on any message board, on any social media platform or page, or anywhere else on the internet of any products you are testing; (b) not to make products available for inspection to any third party, for any reason, other than 5.11, Inc; (c) not to discuss products in any respect with anyone other than 5.11, Inc; and (d) that you, or no one acting on your behalf, shall reproduce, reverse engineer, or copy the products you are testing.

2. As part of the Wear Test Program, we may ask you for your suggestions, comments, or other feedback (collectively, “Feedback”). We are not obligated to request, nor are you are obligated to provide Feedback, but if you provide Feedback, you agree that 5.11, Inc shall own exclusively any and all Feedback and you hereby agree to assign to 5.11, Inc all right, title, and interest in and to any and all Feedback. You also acknowledge and agree that 5.11, Inc may use or disclose any Feedback you provide in any manner and in its sole discretion.

3. The products you evaluate as part of the Wear Test Program, as well as all Confidential Information, remain the sole property of 5.11, Inc and must be returned upon request or upon the conclusion of your participation in the Wear Test Program. These products must not be, or attempt to be, loaned, sold, or given to any third party.

4. Your participation in the Wear Test Program is voluntary and you acknowledge that, as part of the Wear Test Program, you may be evaluating products that are prototypes and/or may incorporate untested technology. In addition, you acknowledge that any sport or rigorous activity in which you voluntarily engage while wearing the 5.11, Inc products involves an inherent risk of potential accident or injury. By participating in the Wear Test Program, you acknowledge and accept: (a) the risk of such activity in relation to wear testing products for 5.11, Inc; (b) the products are provided “as-is” without warranty, express, implied, or statutory; and (c) agree to release and hold harmless 5.11, Inc and any and all of its employees, officers, directors, and agents, as well as their successors and assigns, from any liability of any kind whatsoever

related to or arising out of any injury or damage that may occur to you or any third party in connection with your participation.

5. As a participant in the Wear Test Program, you understand that 5.11, Inc will need to collect certain personal information from you in order to fit and provide products for testing and evaluation, and you consent to 5.11, Inc's collection and retention of such information, including but not limited to, your name, address, email, phone number, height weight, sizing information, and gender. We may also ask for occupational information, as this will help 5.11, Inc understand the purpose for which you use the products or the manner in which such products were tested. You may update this information at any time.

6. As 5.11, Inc is a U.S.-based company, you understand that all data collected from you will be transmitted to (should you be located outside of the U.S.) and retained in the United States, and you expressly consent to the collection, transfer, and retention of such information. You acknowledge and agree that information will be used only for the purposes described herein, and 5.11, Inc will maintain a record of your data for no longer than five (5) years after the date of your last wear test. You may retract your consent to the retention of your personal information at any time following the completion of testing by emailing a request for erasure to [Privacy@511Tactical.com](mailto:Privacy@511Tactical.com).

7. You acknowledge and agree that no employee/employer relationship is established by your participation in the Wear Test Program and that you are not entitled to any additional consideration or compensation for your participation other than your right to be involved in the product evaluation process as contemplated by these terms and conditions.

8. Each of 5.11, Inc and you has the right to terminate your participation in the Wear Test Program at any time and for any reason.