

2020 SUBJECT MATTER EXPERT AGREEMENT

THIS SUBJECT MATTER EXPERT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2020 by and between BASS PRO OUTDOOR WORLD, L.L.C., a Missouri limited liability company, CABELA's WHOLESALE, LLC, a Delaware limited liability company and its respective affiliates (collectively "Bass Pro") and

Subject Matter Expert
of _____ ("SME").
Subject Matter Expert Address

WHEREAS, Bass Pro will hold various special events or promotions at its retail stores throughout the year of 2020, which include but are not limited to fishing fairs, hunting fairs, product promotions, seminars, and banquets (collectively "Special Event(s)");
Event _____

Store Location _____ Event Date (no various dates) _____

AND WHEREAS, Bass Pro desires for SME to participate in the Special Event(s) as a lecturer or presenter on designated topics related to outdoor activities or conservation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree and provide as follows:

SECTION 1: REGISTRATION OF SME AND SME'S REPRESENTATIVES AT SPECIAL EVENTS (must list all agents, employees and subcontractors that will be a representative of a SME at any Special Event, if any)

<u>List of Companies Represented</u>	<u>Names of Representatives</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

SECTION 2: EVENT FEE
Bass Pro shall pay SME no monetary consideration for its services.

SECTION 3: SME'S ACTIVITIES
SME covenants and agrees that it shall only conduct lecture classes or presentations at Bass Pro's facility above identified.

SECTION 4: LIMITATIONS OF SME's ACTIVITIES
SME further covenants and agrees that it shall not:

1. Serve food products or alcohol;
2. Exhibit or engage in an activity that includes motorized vehicles, ATV's, UTV's, PTV's, or boats;
3. Exhibit or engage in an activity that includes animals of any kind;
4. Engage in an activity that includes firearms, air guns, paint ball, air soft or any item that involves a projectile; or
5. Any activity which includes contact with children.

SECTION 5: CONDUCT

SME agrees that it will at all times during the Special Event: (i) conduct itself in a manner that reflects favorably on any of products of Bass Pro being endorsed by SME (the "Endorsed Products") and on the good name, goodwill and reputation of Bass Pro; and (ii) to avoid deception, misleading or unethical practices that are or might be detrimental to Bass Pro or the public including, but not limited to, disparagement of Bass Pro, the Endorsed Products, or other products of Bass Pro.

SME agrees to conduct itself with regard to public perception of his/her conduct, and agrees not to engage in inappropriate behavior, including, but not limited to, illegal use of drugs, or other illicit substances, alcohol, publicized profanity, sexual harassment or misconduct, racial or other discrimination, hate speech, indecent exposure, or other social impropriety, or any behavior that casts Bass Pro in bad light or creates adverse publicity for Bass Pro. In addition, SME agrees that it shall not make any remarks, either verbal or written, or use social media to disparage or cast in a bad light, the United States of America, any elected official, any candidate for elected office, any political party, or to advance political views or issues.

SECTION 6: RIGHT TO REFUSE SME OR REPRESENTATIVES.

SME understands and agrees that Bass Pro may refuse to allow the participation in Special Event(s) of any SME and/or any of SME's agents or employees whom Bass Pro believes in its sole judgment may present a safety hazard to other persons, Bass Pro employees, customers and/or to themselves. SME also understands and agrees that Bass Pro may refuse to allow the participation of any of SME's agents or employees not specifically listed in Section 1 of this Agreement.

SECTION 7: INDEMNIFICATION

SME covenants that it shall indemnify, defend and hold Bass Pro, its members, officers, directors, shareholders, employees, affiliates, predecessors, successors and assigns, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature to which the indemnified parties are subjected due to: (a) the acts or omissions of the SME, its agents, employees or subcontractors during the Special Event(s); or (b) the workmanship, materials, design, construction, maintenance and use of the SME's display booth, products, gifts, prizes, or any property or material used during the Special Event(s).

SECTION 8: INSURANCE

SME shall provide and maintain at its own expense insurance in compliance with Schedule 1 attached to this Agreement. To the fullest extent permitted by law, the commercial general liability insurance carried by SME pursuant to this Agreement (except worker's compensation and employer's liability insurance), shall name Bass Pro Outdoor World, L.L.C. and its parent, subsidiaries, affiliates, and such other persons as Bass Pro may reasonably request from time to time as additional insureds (collectively "Additional Insureds") with respect to liability arising out of or related to this Agreement, using ISO form CG 20 10 11 85, a combination of forms CG 20 10 10 01 and CG 20 37 10 01, or other forms providing equivalent coverage. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of the Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. For the avoidance of doubt, each primary policy and each excess/umbrella policy through which SME satisfies its obligations under this Agreement must provide coverage to the Additional Insureds that is primary and non-contributory.

SECTION 10: RELATIONSHIP OF PARTIES

It is agreed that SME shall at all times be an independent contractor and not an employee or agent of Bass Pro. Bass Pro shall not be liable or responsible for the acts, omissions or liabilities of SME or its agents, employees or subcontractors. No employment, retirement, workers' compensation or other benefits are available to Vendor or its agents or employees.

SECTION 11: SME'S EQUIPMENT AND INVENTORY

SME acknowledges that, unless Bass Pro has otherwise expressly agreed in writing, the security of SME's supplies, inventory and equipment from theft, fire and other casualty while on a Bass Pro premises during a Special Event shall be the sole responsibility of SME.

SECTION 12: ENTIRE AGREEMENT/GOVERNING LAW/PARTIAL INVALIDITY.

This Agreement constitutes the final and entire agreement between Bass Pro and SME. This Agreement shall be governed exclusively by the laws of the State of Delaware. Any lawsuit to enforce or interpret this Agreement shall be brought exclusively in the State or Federal courts in Kent County, Delaware, and the parties to this Agreement hereby waive all objections to the jurisdiction and venue of these courts.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands on the day and year first above written.

Bass Pro Outdoor World, L.L.C.,
a Missouri limited liability company

Subject Matter Expert: _____

By _____

By _____

Print Name: Kevin A. Maliszewski

Print Name _____

Title: Chief Financial Officer

Title _____

SCHEDULE 1

MINIMUM INSURANCE REQUIREMENTS FOR SMES PARTICIPATING IN SPECIAL EVENTS

It is Bass Pro's policy to require SME's participating in Special Events on its premises to provide Bass Pro with a current Certificate of Insurance.

Please direct your insurance broker/agent to forward a Certificate of Insurance showing the minimum coverage listed below and meeting all of the following requirements:

1. Commercial General Liability ("CGL") - Including products completed operations, and contractual liability coverage written on an occurrence policy form with minimum limits of \$250,000 per occurrence and \$500,000 aggregate. Total limits required on the CGL can be satisfied by a combination of primary and umbrella/excess coverage.
2. Workers' Compensation (WC) – Statutory coverage as required insuring SME's employees under applicable Workers' Compensation law. SME acknowledges and confirms Bass Pro's Workers' Compensation coverage is not available to SME.
3. The Certificate and policy must show "Bass Pro Outdoor World, L.L.C. its parent, subsidiaries, affiliates, employees, officers, and directors shall be named as Additional Insured" on commercial general liability and umbrella / excess coverage. A copy of the policy endorsement showing that Bass Pro Outdoor World, L.L.C. and its affiliated entities would be covered for all products manufactured and distributed by SME must be attached to the Certificate.
4. All insurance required of SME shall be primary and noncontributory with respect to any other insurance available to Bass Pro and its affiliates. Any and all deductibles and/or self-insured retentions shall be assumed by and be for the account of and at the sole risk of the SME.
5. All insurance costs are for the account of the SME and shall not be passed on to Bass Pro.
6. All certificates of insurance must be mailed to Bass Pro Outdoor World, L.L.C., Risk Management Department, 2500 E. Kearney St., Springfield, MO 65898 or email to: ICA-SEA@basspro.com

Please direct any questions regarding your insurance to Risk Management at the above email address.