UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 27, 2024

Vista Outdoor Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-36597**	**47-1016855**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

900 Ehlen Drive	**Anoka**	**MN**	**55303**
(Address of Principal Executive Offices)			(Zip Code)

Registrant's telephone number, including area code: **(763) 433-1000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $.01	VSTO	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

Introductory Note.

As previously announced, on October 15, 2023, Vista Outdoor Inc. ("***Vista Outdoor***" or "***the Company***") entered into an Agreement and Plan of Merger (as amended, restated, supplemented or otherwise modified from time to time, the "***Merger Agreement***") with Revelyst, Inc. ("***Revelyst***"), CSG Elevate II Inc. ("***Merger Sub Parent***"), CSG Elevate III Inc., a wholly owned subsidiary of Merger Sub Parent ("***Merger Sub***"), and, solely for the purposes of specific provisions therein, CZECHOSLOVAK GROUP a.s. ("***CSG***"), providing for, on the terms and conditions set forth therein and in accordance with the Delaware General Corporation Law, the merger of Merger Sub with and into the Company with the Company surviving the merger as a wholly owned subsidiary of Merger Sub Parent (the "***Merger***" and, together with the Separation (as defined below) and the other transactions contemplated by the Merger Agreement, the Separation Agreement (as defined below) and the related transaction documents, the "***Transaction***").

Simultaneously with the signing of the Merger Agreement, Vista Outdoor and Revelyst entered into a separation agreement (as amended, restated, supplemented or otherwise modified from time to time, the "***Separation Agreement***") providing for, among other things, the separation of the businesses and operations of the Revelyst Outdoor Performance, the Revelyst Adventure Sports and the Revelyst Precision Sports Technology reportable segments of Vista Outdoor (formerly comprising the Outdoor Products reportable segment of Vista Outdoor) (the "***Revelyst Business***") from the other businesses and operations of Vista Outdoor (the "***Sporting Products Business***") and the transfer of the Revelyst Business to Revelyst (the "***Separation***").

On November 27, 2024 (the "***Closing Date***"), the Separation and the Merger were consummated. Revelyst, now holding only the Revelyst Business, is an independent, publicly traded company (NYSE: GEAR) and Vista Outdoor, holding only the Sporting Products Business, is a wholly owned subsidiary of CSG.

Item 1.01 Entry Into Material Definitive Agreement

On the Closing Date, Revelyst and Vista Outdoor entered into the Transition Services Agreement, pursuant to which Vista Outdoor will provide to Revelyst, and Revelyst will provide to Vista Outdoor, specified services for a limited time to help ensure an orderly transition following the Closing. The services to be provided will include certain sales, information technology, e-commerce, finance, accounting, tax, human resources, legal and other general, administrative and operational functions. The Transition Services Agreement also specifies the calculation of the costs for the services to be provided by Vista Outdoor or Revelyst, as applicable.

Each of Revelyst and Vista Outdoor, each in the capacity of service recipient, will agree to indemnify the other party (in its capacity as service provider) and the other party's former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of them, from any liabilities to the extent arising out of the service provider's provision of the services unless such damages are the result of the service provider's breach of the Transition Services Agreement, violation of law, gross negligence or willful misconduct in providing services.

For further details regarding the Transition Services Agreement, see the description set forth in the section entitled "Additional Transaction Agreements" in the Registration Statement on Form S-4, as amended (File No. 333-276525) prepared in connection with the Transaction and filed by Revelyst with the Securities and Exchange Commission that was declared effective on October 18, 2024 (the "***Registration Statement***"). The foregoing description of the Transition Services Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Services Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

Termination of Credit Agreement

On the Closing Date, in connection with the consummation of the Merger as described above, Vista Outdoor terminated and repaid in full all outstanding obligations due under the Existing ABL Credit Agreement.

Redemption of Senior Notes

In connection with the consummation of the transactions contemplated by the Merger Agreement, on November 27, 2024, Vista Outdoor redeemed all of Vista Outdoor's 4.500% Senior Notes due 2029 (the "***Senior Notes***") issued pursuant to that certain Indenture, dated as of March 3, 2021 (the "***Base Indenture***") as supplemented by a First Supplemental Indenture dated as of March 3, 2021 (the "***First Supplemental Indenture***" and, together with the Base Indenture, as further amended and supplemented from time to time, the "***Indenture***"), among Vista Outdoor, the other guarantors party thereto and The Bank of New York Mellon Trust Company, N.A, as trustee. In accordance with the Indenture, Vista Outdoor redeemed $500 million aggregate principal amount of the Senior Notes at a redemption price equal to 102.250% of the principal amount of the Senior Notes redeemed plus accrued and unpaid interest thereon through but not including July 26, 2024.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, pursuant to and in accordance with the Merger Agreement, Merger Sub merged with and into Vista Outdoor, with Vista Outdoor surviving the merger as a subsidiary of Merger Sub Parent. At the effective time of the Merger (the "***Effective Time***"), each share of Vista Outdoor Common Stock issued and outstanding immediately prior to the Effective Time (other than (i) any such shares of Vista Outdoor Common Stock held by Vista Outdoor, its subsidiaries or Merger Sub Parent and (ii) any Appraisal Shares (as defined in the Merger Agreement)) was converted into the right to receive (a) one fully paid and non-assessable share of common stock, par value $0.01 per share, of Revelyst and (b) $25.75 in cash, in each case, per share of Vista Outdoor Common Stock.

In addition, at the Effective Time, each Company equity award that was outstanding as of the Effective Time and was held by (i) an employee of the Company other than a Revelyst employee or (ii) a non-employee director of the Company who did not become a non-employee director of Revelyst immediately following the Effective Time, was treated as follows: (1) each restricted stock unit that was subject solely to time-based vesting conditions (a "***Company RSU***") (other than a Company Rollover RSU (as defined below)) vested and was cancelled in exchange for a lump sum cash payment equal to the product of (A) the number of shares of Vista Outdoor Common Stock underlying such Company RSU immediately prior to the Effective Time and (B) the Company's pre-Closing stock price; (2) each performance stock unit (a "***Company PSU***") was cancelled in exchange for a cash payment equal to the product of (A) the number of shares of Vista Outdoor Common Stock underlying such Company PSU immediately prior to the Effective Time (assuming achievement of the applicable performance goals at specified levels) and (B) the Company's pre-Closing stock price; (3) each option to purchase Vista Outdoor Common Stock (a "***Company Option***") was cancelled in exchange for a lump sum cash payment equal to the product of (A) the number of shares of Vista Outdoor Common Stock for which such Company Option had not been exercised and (B) the excess, if any, of the Company's pre-Closing stock price over the exercise price per share of such Company Option; and (4) each deferred stock unit (a "***Company DSU***"), whether vested or unvested, was cancelled in exchange for a lump sum cash payment equal to the product of (A) the number of shares of Vista Outdoor Common Stock underlying such Company DSU immediately prior to the Effective Time and (B) the Company's pre-Closing stock price. At the Effective Time, each Company Rollover RSU held by an employee of the Company other than a Revelyst employee was cancelled and converted into a restricted cash award based on the Company's pre-Closing stock price, subject to the same terms and conditions as the corresponding Company Rollover RSU, including vesting terms. For these purposes, "***Company Rollover RSU***" means a Company RSU that was designated to be converted into a restricted cash award to the extent necessary to avoid adverse tax consequences to the applicable employee and the Company under Sections 280G and 4999 of the U.S. Internal Revenue Code of 1986, as amended.

Immediately prior to the Effective Time, each Company equity award that was outstanding as of immediately prior to the Effective Time and was held by (i) a Revelyst employee or (ii) a non-employee director of the Company who became a non-employee director of Revelyst immediately following the Effective Time, was treated as provided for in the Employee Matters Agreement (as amended from time to time) entered into by Vista Outdoor and Revelyst on October 15, 2023.

The foregoing description of the Merger Agreement contained in this Item 2.01 does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Merger Agreement. Copies of the Merger Agreement and the first, second, third, fourth, fifth and sixth amendments to the Merger Agreement were each filed as Exhibit 2.1 to the Current Reports on Form 8-K by Vista Outdoor with the SEC on October 16, 2023, May 28, 2024, June 24, 2024, July 8, 2024, July 22, 2024, September 13, 2024 and October 7, 2024 respectively, and are incorporated herein by reference.

The information set forth in the Introductory Note of this report is incorporated by reference in this Item 2.01.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the consummation of the Merger, Vista Outdoor requested that The New York Stock Exchange ("***NYSE***") suspend trading of Vista Outdoor Common Stock and file with the SEC an application on Form 25 to delist and deregister Vista Outdoor Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"). The delisting of Vista Outdoor Common Stock from NYSE will be effective 10 days after the filing of the Form 25. Following the effectiveness of such Form 25, Vista Outdoor intends to file with the SEC a certification on Form 15 requesting the that Vista Outdoor's reporting obligations under Sections 13 and 15(d) of the Exchange Act be suspended.

The information set forth in the Introductory Note and Item 2.01 of this report is incorporated by reference in this Item 3.01.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Introductory Note, Item 2.01, Item 3.01, Item 5.01 and Item 5.03 of this report is incorporated by reference in this Item 3.03.

Item 5.01 Changes in Control of Registrant.

As a result of the consummation of the Merger, a change of control of Vista Outdoor occurred on the Closing Date and Vista Outdoor became a wholly owned subsidiary of CSG.

The information set forth in the Introductory Note, Item 2.01 and Item 5.02 of this report is incorporated by reference in this Item 5.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Pursuant to the Merger Agreement, each of the directors and officers of Vista Outdoor resigned as directors and officers of Vista Outdoor and at the Effective Time, Mr. Michael Callahan, Mr. Jason Vanderbrink, Mr. David Štěpán, Mr. David Blenker and Mr. Thomas Feddo, each being the directors of Merger Sub immediately prior to the Effective Time, became directors of Vista Outdoor as the Surviving Corporation, and Mr. Jason Vanderbrink, Mr. Jeffrey Ehrich, Mr. Allan Kerfeld, Mr. Mark Kowalski, Mr. Robert Berthiaume and Mr. Steven Rodgers, each being the officers of Merger Sub immediately prior to the Effective Time, became officers of Vista Outdoor as the Surviving Corporation.

The information set forth in the Introductory Note and Item 2.01 of this report is incorporated by reference in this Item 5.02.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On the Closing Date, in connection with the consummation of the Merger, the certificate of incorporation of Vista Outdoor was amended and restated in its entirety and the bylaws of Vista Outdoor were twice amended and restated in their entirety. A copy of the Amended and Restated Certificate of Incorporation of Vista Outdoor is filed herewith as Exhibit 3.1 and is incorporated herein by reference. Copies of the Amended and Restated Bylaws of Vista Outdoor are filed herewith as Exhibits 3.2 and 3.3 and are incorporated herein by reference.

The information set forth in the Introductory Note and Item 2.01 of this report is incorporated by reference in this Item 5.03.

Item 8.01 Other Events.

On November 27, 2024, Vista Outdoor issued a press release announcing the Closing. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger, dated as of October 15, 2024, as amended on May 27, 2024, June 23, 2024, July 7, 2024, July 21, 2024, September 12, 2024 and October 4, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on October 16, 2023)
2.2	First Amendment to Agreement and Plan of Merger, dated May 27, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on May 28, 2024)
2.3	Second Amendment to Agreement and Plan of Merger, dated June 23, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on June 24, 2024)
2.4	Third Amendment to Agreement and Plan of Merger, dated July 7, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on July 8, 2024)
2.5	Fourth Amendment to Agreement and Plan of Merger, dated July 21, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on July 22, 2024)
2.6	Fifth Amendment to Agreement and Plan of Merger, dated September 12, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on September 13, 2024)
2.7	Sixth Amendment to Agreement and Plan of Merger, dated October 4, 2024, by and among Vista Outdoor, Revelyst, Merger Sub Parent, Merger Sub and CSG (incorporated by reference to Exhibit 2.1 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on October 7, 2024)
2.8	Amended and Restated Separation Agreement, dated as of October 4, 2024, by and between Vista Outdoor Inc. and Revelyst, Inc. (incorporated by reference to Exhibit 2.3 to Vista Outdoor Inc.'s Current Report on Form 8-K filed on October 7, 2024)
3.1	Second Amended and Restated Certificate of Incorporation of Vista Outdoor Inc., effective as of November 27, 2024
3.2	Second Amended and Restated Bylaws of Vista Outdoor Inc., as amended on November 27, 2024
3.3	Third Amended and Restated Bylaws of Vista Outdoor Inc., as amended on November 27, 2024
10.1	Transition Services Agreement dated as of November 27, 2024 by and between Vista Outdoor Inc. and Revelyst, Inc.*
99.1	Press Release, dated November 27, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Schedules have been omitted pursuant to Item 601(b)(10) of Regulation S-K. The registrant agrees to furnish supplementally to the SEC a copy of any omitted schedule upon request by the SEC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VISTA OUTDOOR INC.

Date: November 27, 2024

By: /s/ Jeffrey Ehrich

Name: Jeffrey Ehrich
Title: General Counsel & Corporate Secretary

Exhibit 3.1

SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

VISTA OUTDOOR INC.

1. The name of the Corporation is Vista Outdoor Inc.

2. The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, New Castle County, Wilmington, Delaware 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

4. The total number of shares of stock which the Corporation is authorized to issue is 100,000. All shares shall be Common Stock par value $0.01 per share and are to be of one class.

5. Unless and except to the extent that the bylaws, as amended and amended and restated from time to time, of the Corporation (the "**Bylaws**") shall so require, the election of directors of the Corporation (each a "**Director**") need not be by written ballot.

6. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to make, alter and repeal the Bylaws.

7. No director or officer of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal. To the fullest extent permitted by law, for purposes of this Section 7, "fiduciary duty as a director" shall include, without limitation, any fiduciary duty arising from serving at the Corporation's request as a director of another corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization, organization, employee benefit plan or other legal entity or enterprise.

8. To the fullest extent that the DGCL or any other law of the State of Delaware as it exists or as it may hereafter be amended permits, the Corporation may provide indemnification of (and advancement of expenses to) its current and former directors, officers and agents (and any other persons to which the DGCL permits the Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise.

9. The Corporation shall have the right, subject to any express provisions or restrictions contained in this Second Amended and Restated Certificate of Incorporation or the Bylaws, from time to time, to amend, alter or repeal any provision of this Second Amended and Restated Certificate of Incorporation in any manner now or hereafter provided by law, and all

rights and powers of any kind conferred upon a Director or stockholder of the Corporation by this Second Amended and Restated Certificate of Incorporation or any amendment thereof are conferred subject to such right.

[*Remainder of Page Intentionally Left Blank*]

Exhibit 3.2

SECOND AMENDED AND RESTATED

BYLAWS

OF

VISTA OUTDOOR INC.

Amended and Restated as of November 27, 2024

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1.1 **Annual Meetings**. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, or by means of remote communication, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.2 **Special Meetings**. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

Section 1.3 **Notice of Meetings**. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation.

Section 1.4 **Adjournments**. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.5 **Quorum**. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; **provided**, **however**, **that** the foregoing shall not limit the right of the corporation or any subsidiary of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 **Organization**. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 **Voting; Proxies**. Except as otherwise provided by or pursuant to the provisions of the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the corporation a revocation of the proxy or a new proxy bearing a

later date. Voting at meetings of stockholders need not be by written ballot. At all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless a different or minimum vote is required by the certificate of incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the corporation, or any law or regulation applicable to the corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.8 **Fixing Date for Determination of Stockholders of Record**.

(a) In order that the corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; **provided**, **however**, **that** the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the certificate of incorporation, in order that the corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall

not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.9 **List of Stockholders Entitled to Vote**. The corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (**provided**, **however**, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network; **provided that** the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 **Action By Written Consent of Stockholders**. Unless otherwise restricted by the certificate of incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if

the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.

Section 1.11 **Inspectors of Election**. The corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.12 **Conduct of Meetings**. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought

before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 **Number; Qualifications**. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2 **Election; Resignation; Vacancies**. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation or elected by the incorporator of the corporation, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is duly elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the corporation. Unless otherwise provided by law or the certificate of incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3 **Regular Meetings**. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.4 **Special Meetings**. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by any officer, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5 **Telephonic Meetings Permitted**. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6 **Quorum; Vote Required for Action**. At all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation, these bylaws or applicable law otherwise provides, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7 **Organization**. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in their absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 **Action by Unanimous Consent of Directors**. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board or committee in accordance with applicable law.

ARTICLE III

COMMITTEES

Section 3.1 **Committees**. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 3.2 **Committee Rules**. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

OFFICERS

Section 4.1 **Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies**. The Board of Directors shall elect the officers of the Corporation, which officers may include a President and a Secretary. The Board of Directors may, in its discretion, choose a Chairperson of the Board and a Vice Chairperson of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or desirable. Each such officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2 **Powers and Duties of Officers**. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.3 **Appointing Attorneys and Agents; Voting Securities of Other Entities**. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the corporation, in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 4.3 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board, the President or the Vice President.

ARTICLE V

STOCK

Section 5.1 **Certificates**. The shares of the corporation shall be represented by certificates; **provided that** the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the corporation by any two authorized officers of the corporation (it being understood that each of the Chairperson of the Board of Directors, the Vice Chairperson of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary shall be an authorized officer for such purpose), certifying the number of shares owned by such holder in the corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2 **Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates**. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 **Right to Indemnification**. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization, legal entity, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person in connection with such action, suit or proceeding to the fullest extent permitted by law. The termination of any action, suit or proceeding by judgment, order,

settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. Notwithstanding the above, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 6.2 **Indemnification of Employees and Agents**. To the extent not prohibited by applicable law, the Corporation may provide rights to indemnification to any person who is or was an employee or agent of the Corporation to the extent and upon such terms and conditions, if any, as the Board deems appropriate.

Section 6.3 **Advancement of Expenses**. The corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition; **provided**, **however**, **that**, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise.

Section 6.4 **Claims**. If a claim for indemnification under this Article VI (following the final disposition of such proceeding) is not paid in full within sixty days after the corporation has received a claim therefor by the Covered Person, or if a claim for any advancement of expenses under this Article VI is not paid in full within thirty days after the corporation has received a statement or statements requesting such amounts to be advanced, the Covered Person shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Covered Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 6.5 **Nonexclusivity of Rights**. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.6 **Other Sources**. The corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as

indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 6.7 **Amendment or Repeal**. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought.

Section 6.8 **Other Indemnification and Advancement of Expenses**. This Article VI shall not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VII

MISCELLANEOUS

Section 7.1 **Fiscal Year**. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2 **Seal**. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3 **Manner of Notice**. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and shall be deemed effective if delivered personally, by mail to the directors or stockholders at their addresses appearing on the books of the corporation, by facsimile, by email or by other means of electronic transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the corporation under any provision of applicable law, the certificate of incorporation, or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any stockholder who fails to object in writing to the corporation, within 60 days of having been given written notice by the corporation of its intention to send the single notice permitted under this Section 7.3, shall be deemed to have consented to receiving such single written notice. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

Section 7.4 **Waiver of Notice of Meetings of Stockholders, Directors and Committees**. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to

be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 7.5 **Form of Records**. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases); **provided that** the records so kept can be converted into clearly legible paper form within a reasonable time, and, with respect to the stock ledger, the records so kept comply with Section 224 of the Delaware General Corporation Law.

Section 7.6 **Amendment of Bylaws**. These bylaws may be altered, amended or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

Exhibit 3.3

THIRD AMENDED AND RESTATED

BYLAWS

OF

VISTA OUTDOOR INC.

Amended and Restated as of November 27, 2024

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1.1 **Annual Meetings**. If required by applicable law, an annual meeting of stockholders shall be held for the election of directors at such date, time and place, if any, either within or without the State of Delaware, or by means of remote communication, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 1.2 **Special Meetings**. Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. The corporation may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board of Directors.

Section 1.3 **Notice of Meetings**. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting shall be given that shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the certificate of incorporation or these bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation.

Section 1.4 **Adjournments**. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

Section 1.5 **Quorum**. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of a majority in voting power of the outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum, the stockholders so present may, by a majority in voting power thereof, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; **provided**, **however**, **that** the foregoing shall not limit the right of the corporation or any subsidiary of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 **Organization**. Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in his or her absence by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 **Voting; Proxies**. Except as otherwise provided by or pursuant to the provisions of the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the corporation a revocation of the proxy or a new proxy bearing a

later date. Voting at meetings of stockholders need not be by written ballot. At all meetings of stockholders for the election of directors at which a quorum is present a plurality of the votes cast shall be sufficient to elect. All other elections and questions presented to the stockholders at a meeting at which a quorum is present shall, unless a different or minimum vote is required by the certificate of incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the corporation, or any law or regulation applicable to the corporation or its securities, in which case such different or minimum vote shall be the applicable vote on the matter, be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock of the corporation which are present in person or by proxy and entitled to vote thereon.

Section 1.8 **Fixing Date for Determination of Stockholders of Record**.

(a) In order that the corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; **provided**, **however**, **that** the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) Unless otherwise restricted by the certificate of incorporation, in order that the corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall

not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in accordance with applicable law, and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 1.9 **List of Stockholders Entitled to Vote**. The corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (**provided**, **however**, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network; **provided that** the information required to gain access to such list is provided with the notice of meeting or (ii) during ordinary business hours at the principal place of business of the corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 1.9 or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 **Action By Written Consent of Stockholders**. Unless otherwise restricted by the certificate of incorporation or the Additional Governance Requirements (which term shall, for the purposes of these bylaws, have the meaning given to it in the corporation’s Guidelines on Corporate Governance), any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action

without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.

Section 1.11 **Inspectors of Election**. The corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (v) certify their determination of the number of shares of capital stock of the corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 1.12 **Conduct of Meetings**. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors or with the Additional Governance Requirements, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the presiding person of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the presiding person of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to

making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board of Directors or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1 **Number; Qualifications**. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors and consistent with any applicable legal requirements, including without limitation the Additional Governance Requirements. Directors need not be stockholders.

Section 2.2 **Election; Resignation; Vacancies**. The Board of Directors shall initially consist of the persons named as directors in the certificate of incorporation or elected by the incorporator of the corporation, and each director so elected shall hold office until the first annual meeting of stockholders or until his or her successor is duly elected and qualified. At the first annual meeting of stockholders and at each annual meeting thereafter, and consistent with the Additional Governance Requirements, the stockholders shall elect directors each of whom shall hold office for a term of one year or until his or her successor is duly elected and qualified, subject to such director's earlier death, resignation, disqualification or removal. Any director may resign at any time upon notice to the corporation. Unless otherwise provided by law, the Additional Governance Requirements, or the certificate of incorporation, any newly created directorship or any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a plurality of the votes cast at a meeting of stockholders, and each director so elected shall hold office until the expiration of the term of office of the director whom he or she has replaced or until his or her successor is elected and qualified.

Section 2.3 **Regular Meetings**. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine.

Section 2.4 **Special Meetings**. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by any officer, or by any member of the Board of Directors. Notice of a special meeting of the Board of Directors shall be given by the person or persons calling the meeting at least twenty-four hours before the special meeting.

Section 2.5 **Telephonic Meetings Permitted**. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all

persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6 **Quorum; Vote Required for Action**. Except to the extent inconsistent with the Additional Governance Requirements, at all meetings of the Board of Directors the directors entitled to cast a majority of the votes of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the certificate of incorporation, these bylaws, applicable law, or the Additional Governance Requirements provide otherwise, a majority of the votes entitled to be cast by the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7 **Organization**. Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in his or her absence by the President, or in their absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 **Action by Unanimous Consent of Directors**. Unless otherwise restricted by the certificate of incorporation, these bylaws, or the Additional Governance Requirements, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the board or committee in accordance with applicable law.

ARTICLE III

COMMITTEES

Section 3.1 **Committees**. The Board of Directors may designate, and shall designate as required by the Additional Governance Requirements, one or more committees, each committee to consist of one or more of the directors of the corporation. Unless restricted by the Additional Governance Requirements, the Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Unless restricted by the Additional Governance Requirements, in the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and consistent with the Additional Governance Requirements, and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it.

Section 3.2 **Committee Rules**. Unless the Board of Directors otherwise provides, and subject to the Additional Governance Requirements, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

OFFICERS

Section 4.1 **Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies**. The Board of Directors shall elect the officers of the corporation, which officers may include a Chief Executive Officer, President, Secretary and any other officers required by the Additional Governance Requirements. The Board of Directors may, in its discretion, choose a Chairperson of the Board and a Vice Chairperson of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as it shall from time to time deem necessary or desirable. Each such officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. The Board of Directors may remove any officer with or without cause at any time unless such removal would not be consistent with the Additional Governance Requirements. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting, but consistent with the Additional Governance Requirements.

Section 4.2 **Powers and Duties of Officers**. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed in a resolution by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors and consistent with the Additional Governance Requirements. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.3 **Appointing Attorneys and Agents; Voting Securities of Other Entities**. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairperson of the Board, the President or any Vice President may from time to time appoint an attorney or attorneys or agent or agents of the corporation, in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the corporation and under its

corporate seal or otherwise, all such written proxies or other instruments as he or she may deem necessary or proper, in each case consistent with the Additional Governance Requirements. Any of the rights set forth in this Section 4.3 which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board, the President or the Vice President.

ARTICLE V

STOCK

Section 5.1 **Certificates**. The shares of the corporation shall be represented by certificates; **provided that** the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the corporation by any two authorized officers of the corporation (it being understood that each of the Chairperson of the Board of Directors, the Vice Chairperson of the Board of Directors, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary shall be an authorized officer for such purpose), certifying the number of shares owned by such holder in the corporation. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 5.2 **Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates**. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 **Right to Indemnification**. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "**Covered Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the corporation or, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization, legal entity,

enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person in connection with such action, suit or proceeding to the fullest extent permitted by law. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. Notwithstanding the above, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 6.2 **Indemnification of Employees and Agents**. To the extent not prohibited by applicable law, and consistent with the Additional Governance Requirements, the Corporation may provide rights to indemnification to any person who is or was an employee or agent of the Corporation to the extent and upon such terms and conditions, if any, as the Board deems appropriate.

Section 6.3 **Advancement of Expenses**. The corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition; **provided**, **however**, **that**, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VI or otherwise.

Section 6.4 **Claims**. If a claim for indemnification under this Article VI (following the final disposition of such proceeding) is not paid in full within sixty days after the corporation has received a claim therefor by the Covered Person, or if a claim for any advancement of expenses under this Article VI is not paid in full within thirty days after the corporation has received a statement or statements requesting such amounts to be advanced, the Covered Person shall thereupon (but not before) be entitled to file suit to recover the unpaid amount of such claim. If successful in whole or in part, the Covered Person shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action, the corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 6.5 **Nonexclusivity of Rights**. The rights conferred on any Covered Person by this Article VI shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws,

the Additional Governance Requirements, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.6 **Other Sources**. The corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

Section 6.7 **Amendment or Repeal**. Any right to indemnification or to advancement of expenses of any Covered Person arising hereunder shall not be eliminated or impaired by an amendment to or repeal of these bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought.

Section 6.8 **Other Indemnification and Advancement of Expenses**. This Article VI shall not limit the right of the corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE VII

MISCELLANEOUS

Section 7.1 **Fiscal Year**. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2 **Seal**. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3 **Manner of Notice**. Except as otherwise provided herein or permitted by applicable law, notices to directors and stockholders shall be in writing and shall be deemed effective if delivered personally, by mail to the directors or stockholders at their addresses appearing on the books of the corporation, by facsimile, by email or by other means of electronic transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the corporation under any provision of applicable law, the certificate of incorporation, or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any stockholder who fails to object in writing to the corporation, within 60 days of having been given written notice by the corporation of its intention to send the single notice permitted under this Section 7.3, shall be deemed to have consented to receiving such single written notice. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

Section 7.4 **Waiver of Notice of Meetings of Stockholders, Directors and Committees**. Any waiver of notice, given by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in a waiver of notice.

Section 7.5 **Form of Records**. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases); **provided that** the records so kept can be converted into clearly legible paper form within a reasonable time, and, with respect to the stock ledger, the records so kept comply with Section 224 of the Delaware General Corporation Law.

Section 7.6 **Amendment of Bylaws**. These bylaws may be altered, amended or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise, in each case consistent with the Additional Governance Requirements.

Section 7.7 **Operation and Conflicts**. Notwithstanding anything herein to the contrary, for so long as the corporation is subject to the Additional Governance Requirements, the corporation shall operate in accordance with the Additional Governance Requirements. In the event of conflict between the terms of these bylaws and the Additional Governance Requirements, the terms of the Additional Governance Requirements shall in all cases control.

Exhibit 10.1

TRANSITION SERVICES AGREEMENT

by and between

VISTA OUTDOOR INC.

and

REVELYST, INC.

Dated as of November 27, 2024

[***] **Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and is the type that the registrant customarily and actually treats as private or confidential.**

TABLE OF CONTENTS

Page

ARTICLE I

Definitions

SECTION 1.01. Definitions 1

ARTICLE II

Services

SECTION 2.01. Provision of Services 4
SECTION 2.02. Service Managers; Contacts 4
SECTION 2.03. Personnel; Sub-Contractors 5
SECTION 2.04. Standard of Performance 5
SECTION 2.05. DISCLAIMER OF WARRANTIES 6
SECTION 2.06. Service Amendments and Additions 6
SECTION 2.07. No Management Authority 6

ARTICLE III

Migration Services

SECTION 3.01. Migration Services 7

ARTICLE IV

Access and Security

SECTION 4.01. Access; Cooperation 7
SECTION 4.02. Security 8

ARTICLE V

Limitations

SECTION 5.01. Consents 8
SECTION 5.02. Compliance with Laws 9
SECTION 5.03. Force Majeure 9
SECTION 5.04. Interim Basis Only 9
SECTION 5.05. Third Parties 9

ARTICLE VI

Intellectual Property and Data

SECTION 6.01. Use of Intellectual Property 10
SECTION 6.02. Ownership of Intellectual Property 10
SECTION 6.03. Title to Intellectual Property; Title to Data 10
SECTION 6.04. Third-Party Software 10
SECTION 6.05. Data Privacy 11

ARTICLE VII

Compensation

SECTION 7.01. Compensation for Services 11
SECTION 7.02. Payment Terms 11
SECTION 7.03. Books and Records 12
SECTION 7.04. Withholding 12
SECTION 7.05. No Offset 12

ARTICLE VIII

Term

SECTION 8.01. Commencement 12
SECTION 8.02. Service Extension 13
SECTION 8.03. Termination 13
SECTION 8.04. Effect of Termination 14
SECTION 8.05. Return of Books, Records and Files 14

ARTICLE IX

Indemnification; Limitation on Liability

SECTION 9.01. Indemnification 14
SECTION 9.02. Limitation on Liability 15

ARTICLE X

Other Covenants

SECTION 10.01. Attorney-in-Fact 17

ARTICLE XI

Miscellaneous

SECTION 11.01. Disputes 17
SECTION 11.02. Separation Agreement 17
SECTION 11.03. Relationship of Parties 17
SECTION 11.04. Confidentiality 17
SECTION 11.05. Counterparts; Entire Agreement 18
SECTION 11.06. Governing Law; Jurisdiction 18
SECTION 11.07. Assignability 18
SECTION 11.08. Third-Party Beneficiaries 18
SECTION 11.09. Notices 19
SECTION 11.10. Survival 19
SECTION 11.11. Severability 19
SECTION 11.12. Headings 19
SECTION 11.13. Waivers of Default 19
SECTION 11.14. Amendments 19
SECTION 11.15. Interpretation 19

Schedule A - Services to be Provided to Revelyst, Inc.
Schedule B - Services to be Provided to Vista Outdoor Inc.
Schedule C - Data Processing Addendum

TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of November 27, 2024, by and between VISTA OUTDOOR INC., a Delaware corporation ("Vista Outdoor"), and REVELYST, INC., a Delaware corporation ("Revelyst").

RECITALS

WHEREAS, Vista Outdoor and Revelyst are parties to that certain Separation Agreement, dated October 15, 2023 (the "Separation Agreement"), pursuant to which, among other things, the Revelyst Business (as defined in the Separation Agreement) shall be transferred by Vista Outdoor to Revelyst on the terms and subject to the conditions set forth therein;

WHEREAS, Vista Outdoor, Revelyst, CSG Elevate II Inc., a Delaware corporation ("Parent"), CSG Elevate III Inc., a Delaware corporation and a direct wholly owned Subsidiary of Parent ("Merger Sub"), and, solely for the purposes of the Guarantor Provisions (as defined in the Merger Agreement), CZECHOSLOVAK GROUP a.s., a joint stock company incorporated under the laws of the Czech Republic ("Guarantor"), are parties to that certain Agreement and Plan of Merger, dated October 15, 2023 (the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into Vista Outdoor, with Vista Outdoor surviving as a wholly owned subsidiary of Parent, on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Separation (as defined in the Separation Agreement) and the Merger (as defined in the Merger Agreement), each of Vista Outdoor and Revelyst has agreed to provide to the other certain services, as more particularly described in this Agreement, for a limited period of time following the Closing Date (as defined in the Merger Agreement); and

WHEREAS, each of Vista Outdoor and Revelyst desires to reflect the terms of their agreement with respect to such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by this Agreement, Vista Outdoor and Revelyst, for themselves, their successors and assigns, agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. Each capitalized term used but not defined herein shall have the meaning assigned to such term in the Separation Agreement. In addition, the following terms have the following meanings:

"Additional Services" has the meaning ascribed thereto in Section 2.06(b).

"Agreement" has the meaning ascribed thereto in the preamble.

"Applicable Termination Date" means, with respect to each Service, the date that is specified with respect to such Service in Schedule A or Schedule B, as applicable.

"Benchmark Rate" means (a) Term SOFR, determined on the first day following the due date of the applicable payment and thereafter on the first business day of each succeeding calendar month or (b) upon the occurrence of a Benchmark Replacement Date, such replacement benchmark rate as is mutually agreed by the Parties in accordance with market convention at such time.

"Benchmark Replacement Date" means the date on which the Term SOFR Administrator permanently or indefinitely ceases to publish the Term SOFR Reference Rate for a one month tenor.

"Contact" means either the Provider Contact or the Receiver Contact, as the context requires.

"Cost of Services" means, with respect to each Service, the amount specified with respect to such Service in Schedule A or Schedule B, as applicable.

"Dispute" has the meaning ascribed thereto in Section 11.01.

"Dispute Notice" has the meaning ascribed thereto in Section 11.01.

"Existing Contract" has the meaning ascribed thereto in Section 5.01(a).

"Force Majeure Event" has the meaning ascribed thereto in Section 5.03.

"Function" means a business function identified in Schedule A or Schedule B, as applicable.

"Group" means either the Vista Outdoor Group or the Revelyst Group, as the context requires.

"Indemnitee" means a Vista Outdoor Indemnitee or a Revelyst Indemnitee, as the context requires.

"Merger Agreement" has the meaning ascribed thereto in the recitals.

"Merger Sub" has the meaning ascribed thereto in the recitals.

"Migration Services" has the meaning ascribed thereto in Section 3.01.

"Parent" has the meaning ascribed thereto in the recitals.

"Party" means either party hereto, and "Parties" means both parties hereto.

"Provider" means any member of the Vista Outdoor Group or the Revelyst Group, as applicable, in its capacity as the provider of any Services to any member of the Revelyst Group or the Vista Outdoor Group, respectively.

"Provider Contact" has the meaning ascribed thereto in Section 2.02(b).

"Receiver" means any member of the Revelyst Group or the Vista Outdoor Group, as applicable, in its capacity as the receiver of any Services from any member of the Vista Outdoor Group or the Revelyst Group, respectively.

"Receiver Contact" has the meaning ascribed thereto in Section 2.02(b).

"Revelyst" has the meaning ascribed thereto in the preamble.

"Sales Taxes" has the meaning ascribed thereto in Section 7.01(c).

"Separation Agreement" has the meaning ascribed thereto in the recitals.

"Service Extension" has the meaning ascribed thereto in Section 8.02.

"Service Manager" has the meaning ascribed thereto in Section 2.02(a).

"Services" means the individual services included within the various Functions identified in Schedule A or Schedule B, as applicable.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Sub-Contractor" has the meaning ascribed thereto in Section 2.03(b).

"Term SOFR" means, on any date of determination, the Term SOFR Reference Rate for a one month tenor on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such date of determination, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for a one month tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"U.S." means the United States of America.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Vista Outdoor" has the meaning ascribed thereto in the preamble.

ARTICLE II

Services

SECTION 2.01. Provision of Services.

(a) Commencing immediately after the Closing Date, Vista Outdoor shall, and shall cause the applicable members of the Vista Outdoor Group to, (i) provide to Revelyst and the applicable members of the Revelyst Group the Services set forth in Schedule A in accordance with the terms of this Agreement and (ii) pay, perform, discharge and satisfy, as and when due, its and their respective obligations as Receivers under this Agreement, in each case in accordance with the terms of this Agreement.

(b) Commencing immediately after the Closing Date, Revelyst shall, and shall cause the applicable members of the Revelyst Group to, (i) provide to Vista Outdoor and the applicable members of the Vista Outdoor Group the Services set forth in Schedule B in accordance with the terms of this Agreement and (ii) pay, perform, discharge and satisfy, as and when due, its and their respective obligations as Receivers under this Agreement, in each case in accordance with the terms of this Agreement.

SECTION 2.02. Service Managers; Contacts.

(a) Each Party agrees to appoint an employee representative (each, a "Service Manager") who shall have overall responsibility for implementing, managing and coordinating the Services pursuant to this Agreement on behalf of such Party. The Service Managers will use commercially reasonable efforts to meet on a monthly basis, in person or virtually during normal business hours and with reasonable notice, at a time mutually acceptable to both Service Managers, to discuss performance of the Services, any issues relating thereto and plans to address any such issues, during the term of this Agreement.

(b) For each Service or Function set forth on Schedule A and Schedule B, as applicable, the Provider and Receiver shall each appoint an employee representative (each, a "Provider Contact" or "Receiver Contact", respectively) who shall have responsibility for implementing, managing and coordinating such Service or Function pursuant to this Agreement on behalf of the Provider or Receiver, as applicable.

(c) Initially, the Service Managers and Contacts shall be the individuals set forth on Schedule A or Schedule B, as applicable. At any time upon notice given in accordance with Section 11.09, (i) either Party may change its designated Service Manager and (ii) any Provider or Receiver may change any of its designated Contacts.

SECTION 2.03. Personnel; Sub-Contractors.

(a) The Provider shall determine the personnel who shall perform the Services to be provided by it. All personnel providing Services shall remain at all times, and be deemed to be, employees or representatives solely of the Provider responsible for providing such Services (or the applicable Affiliate or Sub-Contractor of such Provider) for all purposes, and not to be employees or representatives of the Receiver. Without limiting the Provider's other obligations under this Agreement, the Provider will use commercially reasonable efforts to assign sufficient resources and qualified personnel as are reasonably required to perform the Services; provided that the Provider will not be required to replace employees or hire additional employees, provide incentives to employees or retain the employment of any particular employee or retain the services of any particular Sub-Contractor. The Provider (or the applicable Affiliate or Sub-Contractor of such Provider) shall be solely responsible for payment of (i) all compensation, (ii) all income, disability, withholding and other employment taxes and (iii) all medical benefit premiums, vacation pay, sick pay and other employee benefits payable to or with respect to personnel who perform Services on behalf of such Provider. All such personnel shall be under the sole direction, control and supervision of the Provider and the Provider has the sole right to exercise all authority with respect to the employment, substitution, termination, assignment and compensation of such personnel.

(b) The Provider may, at its option, from time to time, (i) delegate any or all of its obligations to perform Services under this Agreement to any one or more of its Affiliates or (ii) with the written consent of the Receiver (not to be unreasonably withheld, conditioned or delayed), engage the services of any one or more professionals, consultants or other third parties (each, a "Sub-Contractor") in connection with the performance of the Services; provided, however, that (i) the Provider shall remain ultimately responsible for ensuring that its obligations with respect to the manner, scope, timeframe, nature, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Sub-Contractor and shall be liable for any failure of a Sub-Contractor to so satisfy such obligations (and any breaches of any provision hereof), and (ii) such Sub-Contractor shall agree in writing to be bound by confidentiality provisions at least as restrictive to it as the terms of Section 11.04 of this Agreement. Except as agreed by the Parties in Schedule A or Schedule B, as applicable, or otherwise in writing, any costs associated with engaging the services of an Affiliate of the Provider or a Sub-Contractor shall not affect the Cost of Services payable by the Receiver under this Agreement, and the Provider shall remain solely responsible with respect to payment for such Affiliate's or Sub-Contractor's costs, fees and expenses.

SECTION 2.04. Standard of Performance.

(a) The Services shall be performed in a manner, scope, timeframe, nature and quality, with the level of care, and to the extent and service level that, in each case are substantially consistent in all material respects with the Services as provided to the Revelyst Business or the Vista Outdoor Business, as applicable, during the 12 month period immediately prior to the Closing Date, unless the Services are being provided by a Sub-Contractor (in accordance with Section 2.02(b)) who is also providing the same services to the Provider or any other member of the Provider's Group, in which case the Services performed for the Receiver shall be substantially consistent in all material respects (including with respect to scope, timeframe, nature, quality, level of care, extent and service level) with such services as are being performed for the Provider or such other member of the Provider's Group, as applicable. If the Provider has not provided such Services (or substantially similar services) during the 12 month period immediately prior to the Closing Date, then the Provider shall use commercially reasonable efforts to perform the Services in a competent and professional manner consistent with industry standards. In all cases, the Services shall be provided in accordance with applicable Law and performed by competent and appropriately qualified personnel.

(b) The Parties acknowledge that the Provider may make changes from time to time in the manner of performing Services if the Provider is making similar changes in performing the same or substantially similar Services for itself or other members of the Provider's Group; provided, however, that, unless expressly contemplated in Schedule A or Schedule B, such changes shall not affect the Cost of Services for such Services payable by the Receiver under this Agreement or decrease the manner, scope, timeframe, nature, quality or level of the Services provided to the Receiver, except upon prior written approval of the Receiver.

SECTION 2.05. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.04, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MEMBER OF EITHER GROUP MAKES ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN.

SECTION 2.06. Service Amendments and Additions.

(a) Subject to this Section 2.06, the Parties agree that, as of the Closing Date, (i) the Services set forth in Schedule A constitute all of the Services to be provided by members of the Vista Outdoor Group to members of the Revelyst Group and (ii) the Services set forth in Schedule B constitute all of the Services to be provided by members of the Revelyst Group to members of the Vista Outdoor Group.

(b) Each Party may request the other Party to provide, or cause the applicable members of the other Party's Group to provide, amended or additional services that are not the Services identified in Schedule A or Schedule B, as applicable, as of the Closing Date ("Additional Services"). If a Party requests any Additional Services, (i) with respect to any Additional Services that (A) such Party requests within ninety (90) days of the date of this Agreement, (B) such Party reasonably believes is necessary for the continued operation of its business and (C) were provided by the other Party or the applicable members of the other Party's Group prior to the Closing Date, the other Party shall cooperate in good faith to modify the Schedules or enter into additional Schedules and provide such Additional Services, and (ii) with respect to any Additional Services that do not satisfy the conditions set forth in the foregoing clause (i), the other Party may, in its sole discretion, agree to provide, or cause the applicable members of its Group to provide, such other Additional Services.

(c) If a Party agrees to provide, or cause the applicable members of its Group to provide, Additional Services pursuant to this Section 2.06, then the Parties shall in good faith negotiate an amendment to Schedule A or Schedule B, as applicable, which shall describe in detail the service or function, as applicable, project scope, term, price and payment terms for such Additional Services. Once agreed upon in writing, the amendment to Schedule A or Schedule B, as applicable, shall be deemed part of this Agreement as of the date of such amendment and the Additional Services shall be deemed "Services" or "Functions", as applicable, provided hereunder, in each case subject to the terms and conditions of this Agreement.

SECTION 2.07. No Management Authority. Notwithstanding anything to the contrary contained in this Agreement (including Schedule A or Schedule B), no Provider (or any Affiliate or Sub-Contractor of such Provider) shall be authorized by, or shall have any

responsibility under, this Agreement to make any management, business or regulatory decisions on behalf of any Receiver as part of providing the Services.

ARTICLE III

Migration Services

SECTION 3.01. Migration Services. The Provider shall, and shall use commercially reasonable efforts to cause its Affiliates and Sub-Contractors to, assist the Receiver in connection with the transition from the performance of Services by the Provider to the performance of such Services by the Receiver or third parties engaged by the Receiver, which efforts may include assistance with the transfer of records, segregation and migration of historical data, the transition to non-Provider systems and cooperation with and assistance to any third party consultants engaged by the Receiver in connection with the transition ("Migration Services"), taking into account (a) the need to minimize the cost of such transition and the disruption to the ongoing business activities of the Parties and their respective Affiliates and (b) the Parties' rights and obligations with respect to protecting confidential Information, personal data and privilege in accordance with Sections 6.01(c), 6.01(d) and 6.09 of the Separation Agreement; provided, however, that (i) the Provider shall not have any obligation to provide any data in any format other than the format in which such data was originally generated and (ii) the Provider shall be reimbursed for its reasonable and documented out-of-pocket costs incurred in connection with providing such Migration Services. This Section 3.01 shall be in addition to, and shall not be deemed to limit, the provisions of Section 6.09(b) of the Separation Agreement and Section 8.05 hereof.

ARTICLE IV

Access and Security

SECTION 4.01. Access; Cooperation. The Parties shall cooperate in good faith to the extent necessary or appropriate to facilitate the performance and receipt of the Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, (a) each Party shall make available on a timely basis to the other Party all information and materials requested by the other Party to the extent reasonably necessary for the performance or receipt of the Services, provided that neither Party nor any member of its Group shall be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the Parties shall use their respective commercially reasonable efforts to cause any such access to be provided or information to be disclosed in a manner that would not result in such jeopardy or contravention), (b) each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors, if applicable, to, upon reasonable notice, give or cause to be given to the other Party, the other members of the other Party's Group and their respective Sub-Contractors, if applicable, reasonable access, during regular business hours and at such other times as are reasonably required, to the relevant premises and personnel of such Party to the extent reasonably necessary for the performance or receipt of the Services and (c) each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors, if applicable, to, give the other Party, the other members of the other Party's Group and their respective Sub-Contractors, if applicable, reasonable access to, and all necessary rights to utilize, the information, facilities, personnel, assets, systems and technologies of such Party and the other members of its Group, in each case to the extent reasonably necessary for the performance or receipt of the Services. Each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors, if applicable, to, when on the property of the other Party, or when given access to any facilities of the other Party, to follow applicable Laws and all of the

other Party's policies and procedures concerning health, safety, conduct and security (which are made known to the Party receiving such access from time to time) in all material respects.

SECTION 4.02. Security.

(a) Each Party shall, and shall cause the other members of its Group, their respective Sub-Contractors, if applicable, and the personnel of the foregoing, to: (i) not attempt to obtain access to, use or interfere with any IT Systems of the other Party or any other member of the other Party's Group, or any confidential or competitively sensitive information owned, used or processed by the other Party, except to the extent reasonably necessary to do so to provide or receive Services; (ii) maintain reasonable security measures to protect the IT Systems of the other Party and the other members of the other Party's Group to which it has access pursuant to this Agreement from access by unauthorized third parties; and (iii) not disable, damage, erase, disrupt or impair the normal operation of the IT Systems of the other Party or any other member of the other Party's Group.

(b) Each Party shall (i) immediately notify the other Party of any confirmed misuse, disclosure or loss of, or inability to account for, any confidential or competitively sensitive information of the other Party and any confirmed unauthorized access to such first Party's facilities, systems or network that could impact the confidential or competitively sensitive information or facilities, systems or network of the other Party; and such first Party shall investigate such confirmed security incidents and reasonably cooperate with the other Party's incident response team, supplying logs and other necessary information to mitigate and limit the damages resulting from such a security incident; provided that such other Party agrees to reimburse the first Party for time spent and actual travel expenses incurred in connection with any such investigation relating to a security incident for which the first Party is not at fault; and (ii) subject to applicable Law, use commercially reasonable efforts to comply with any reasonable requests to assist the other Party with its electronic discovery obligations related to the Services; provided that such other Party agrees to reimburse the first Party for time spent and actual travel expenses incurred in connection with such response.

ARTICLE V

Limitations

SECTION 5.01. Consents.

(a) Nothing in this Agreement shall be deemed to require the provision of any Service by any Provider (or any Affiliate or Sub-Contractor of such Provider) to any Receiver if the provision of such Service requires the Consent of any Person (including any Governmental Authority), whether under applicable Law, by the terms of any contract in existence as of the date of this Agreement to which such Provider or any other member of the Provider's Group is a party or otherwise (each, an "Existing Contract"), unless and until, subject to the last sentence of Section 5.01(c), such Consent has been obtained.

(b) The Provider shall use commercially reasonable efforts to obtain as promptly as possible any Consent of any Person (including any Governmental Authority) or to amend any Existing Contract, as may be necessary for the performance of the Provider's obligations pursuant to this Agreement; provided that the Provider will not be required to seek any other more favorable terms for the Receiver under any such Existing Contract. Any fees, expenses or costs incurred in connection with obtaining any such Consent or amending any such Existing Contract shall be paid by the Receiver, and the Receiver shall use commercially reasonable efforts to provide assistance as necessary in obtaining such Consents or amendments.

(c) In the event that the Consent of any Person, if required in order for the Provider to provide Services, is not obtained reasonably promptly after the Closing Date, the Provider shall notify the Receiver and the Parties shall cooperate in devising an alternative manner for the provision of the Services affected by such failure to obtain such Consent and the Cost of Services associated therewith, such alternative manner and Cost of Services to be reasonably satisfactory to both Parties and agreed to in writing; provided that the Provider will not be required to undertake any activities that increase, in any material respect, the resources required of it to perform such affected Services. If the Parties elect such an alternative plan, the Provider shall provide the Services in such alternative manner and the Receiver shall pay for such Services based on the alternative Cost of Services. In the alternative, the Receiver (in its sole discretion) may terminate the affected Services without cost, penalty or liability to the Receiver.

SECTION 5.02. Compliance with Laws. The Services shall not include, and no Provider (and no Affiliate or Sub-Contractor of such Provider) shall be obligated to provide, any service the provision of which to the Receiver following the Closing Date would constitute a violation of any Law.

SECTION 5.03. Force Majeure. In the event the performance of any terms or provisions hereof is delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, public health event, strike, labor dispute, fire, explosion, storm, flood, act of God or act of terrorism that is not within the control of the Provider and which by the exercise of reasonable diligence the Provider is unable to prevent, or for any other reason that is not within the control of the Provider and which by the exercise of reasonable diligence the Provider is unable to prevent (each, a "Force Majeure Event"), then upon prompt written notice, stating the date and extent of such interference and the Force Majeure Event that is the cause thereof, by the Provider to the Receiver, the Provider shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against the Provider on account thereof; provided, however, that the Provider shall promptly resume the required performance upon the cessation of the Force Majeure Event or its effects. No Provider shall be excused pursuant to this Section 5.03 from performance of its obligations if such Provider fails to use commercially reasonable efforts to avoid the effects of the Force Majeure Event and remove the cause and effects of the Force Majeure Event. If the Provider's performance under this Agreement is suspended or rendered impractical by reason of a Force Majeure Event for a period in excess of thirty (30) days during the term of this Agreement, the Receiver shall have the right (but not the obligation) to terminate this Agreement with respect to the disrupted Services immediately upon written notice to the Provider. A Force Majeure Event shall not operate to delay the Applicable Termination Date for the disrupted Services or to limit amounts payable for Services rendered on or prior to the actual date of the Force Majeure Event.

SECTION 5.04. Interim Basis Only. Each Party acknowledges that the purpose of this Agreement is for such Party to receive, and the other Party to provide, the Services on an interim basis and that the Services provided hereunder are transitional in nature.

SECTION 5.05. Third Parties. Notwithstanding anything to the contrary herein, the Provider (and the Affiliates and Sub-Contractors of such Provider) shall not be

required to perform or to cause to be performed any of the Services for the benefit of any third party or any other Person other than the Receiver.

ARTICLE VI

Intellectual Property and Data

SECTION 6.01. Use of Intellectual Property. Each Party, on behalf of itself and the other members of its Group, hereby grants to the members of the other Party's Group and to their respective Affiliates and Sub-Contractors, if applicable, providing the Services under this Agreement a nonexclusive, nontransferable, world-wide, royalty-free, sublicensable license, for the term of this Agreement, to use the Intellectual Property owned by such Party and the other members of its Group solely to the extent necessary for the other Party, the other members of the other Party's Group and their respective Affiliates and Sub-Contractors, if applicable, to perform their obligations hereunder.

SECTION 6.02. Ownership of Intellectual Property.

(a) Subject to the terms of the Separation Agreement, the Provider acknowledges and agrees that it shall acquire no right, title or interest (including any license rights or rights of use) to any work product resulting from the provision of Services hereunder for the Receiver's exclusive use and such work product shall remain the exclusive property of the Receiver. To the extent title to any such work product vests in the Provider by operation of Law, the Provider hereby assigns (and shall use commercially reasonable efforts to cause any Affiliate or Sub-Contractor of such Provider to assign) to the Receiver all right, title and interest in and to such work product, including all rights in Intellectual Property therein, and the Provider shall (and shall use commercially reasonable efforts to cause any Affiliate or Sub-Contractor of such Provider to) provide such assistance and execute such documents as the Receiver may reasonably request to assign to such Receiver all right, title and interest in and to such work product.

(b) The Receiver acknowledges and agrees that it shall acquire no right, title or interest (other than a non-exclusive, perpetual, royalty-free worldwide right of use) to any work product resulting from the provision of Services hereunder that is not for the Receiver's exclusive use and such work product shall remain the exclusive property of the Provider.

SECTION 6.03. Title to Intellectual Property; Title to Data. The Receiver acknowledges that (a) except as otherwise expressly provided herein, all procedures, methods, systems, strategies and other Intellectual Property used by the Provider in connection with the provision of Services shall remain the property of the Provider and shall at all times be under the sole direction and control of the Provider and (b) it shall acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, or the licenses therefor that are owned by the Provider or its Affiliates, by reason of the provision of the Services hereunder, except as expressly provided in Section 6.01 and Section 8.05.

SECTION 6.04. Third-Party Software. Each Party acknowledges that it may be necessary to make proprietary and/or third-party software available to the other Party in the course of and for the purpose of performing and receiving the Services. Each Party (a) shall comply with the license restrictions applicable to any and all proprietary or third-party software made available to such Party by the other Party in the course of the provision and receipt of Services hereunder, (b) acknowledges receipt of the license terms of use applicable to all proprietary or third-party software in its possession as of the Closing Date and (c) agrees that it shall be responsible for providing to the other Party a copy of the applicable license terms (or, solely with respect to open source software or other software with publicly available license terms, information sufficient to direct such other Party to a copy thereof) for any and all

proprietary or third-party software first made available to such other Party after the Closing Date, solely to the extent such provision would not violate the providing Party's duty of confidentiality owed to any third party.

SECTION 6.05. Data Privacy. Each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors to, comply with all Privacy and Data Security Requirements that may apply in relation to the Processing of Personal Information in connection with the Services. The Data Processing Addendum set forth in Schedule C (the "Data Processing Addendum") describes the Parties' respective roles and responsibilities for the Processing and control of Personal Information in connection with the Services. In the event of a conflict between the terms and conditions of the Data Processing Addendum and any other terms and conditions of this Agreement, including any other Schedules, the Data Processing Addendum shall govern and control with respect to the Processing and control of Personal Information in connection with the Services.

ARTICLE VII

Compensation

SECTION 7.01. Compensation for Services.

(a) As compensation for each Service rendered pursuant to this Agreement, each Receiver shall be required to pay to the corresponding Provider the Cost of Services specified for such Service in Schedule A or Schedule B, as applicable.

(b) During the term of this Agreement, the Cost of Service for a Service may increase to the extent of any increase in the applicable Cost of Services during a Service Extension, in accordance with Section 8.02.

(c) The amount of any actual and documented sales tax, value-added tax, goods and services tax or similar tax that is required to be assessed and remitted by a Provider in connection with the Services provided hereunder ("Sales Taxes") shall be promptly paid to such Provider by the corresponding Receiver in accordance with Section 7.02. Such payment shall be in addition to the Cost of Services set forth in Schedule A or Schedule B, as applicable (unless such Sales Tax is expressly already accounted for in the applicable Cost of Services).

SECTION 7.02. Payment Terms.

(a) Except as otherwise set forth on Schedule A or Schedule B, each Provider shall bill the corresponding Receiver monthly, within 30 days following the end of each month, an amount equal to the aggregate Cost of Services due for all Services provided in such month, plus any Sales Taxes. Invoices shall be directed to the Receiver's Service Manager, or to such other Person designated in writing from time to time by such Service Manager. The Receiver shall pay any undisputed amount in full within 30 days after receipt of each invoice by wire transfer of immediately available funds in U.S. Dollars to the account designated by the Provider for this purpose. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Sales Taxes, for each Service during the month or other specified interval to which such invoice relates. In addition to any other remedies for non-payment of any undisputed amount, if any payment for any undisputed amount is not received by the Provider on or before the date such undisputed amount is due, then a late payment interest charge, calculated at a rate per annum equal to the Benchmark Rate plus two percent (2%), shall immediately begin to accrue and any such late payment interest charges shall become immediately due.

(b) The Parties shall work in good faith to promptly resolve any disputes arising with respect to any objection to the amount of any invoice; provided that any such dispute not resolved within 30 days shall be deemed to be a Dispute hereunder subject to the provisions applicable to Disputes set forth in Section 11.01.

SECTION 7.03. Books and Records. Each Party shall, and shall cause the other members of its Group to, maintain complete and accurate books of account as necessary to support calculations of the Cost of Services for the Services rendered by it or the other members of its Group and shall make such books available to the other Party, upon reasonable notice, during normal business hours; provided, however, that to the extent that the books of Vista Outdoor or Revelyst, as applicable, or the books of the other members of such Party's Group, contain Information relating to any other aspect of the Vista Outdoor Business or the Revelyst Business, as applicable, the Parties shall negotiate a procedure to provide the applicable Party with necessary access while preserving the confidentiality of such other records.

SECTION 7.04. Withholding. Any and all payments made under this Agreement by the Receiver shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, except as required by applicable Law. To the extent any taxes are so deducted or withheld and paid over to the appropriate Governmental Authority, such taxes shall be treated as having been paid to the Provider for purposes of this Agreement; provided, however, that the Receiver shall notify the Provider in writing of any anticipated withholding at least 15 business days prior to making any such deduction or withholding and shall use commercially reasonable efforts to cooperate with the Provider in obtaining any available exemption from or reduction of such deduction or withholding. If the Provider is exempt from any such taxes, the Provider shall furnish the Receiver with a valid and properly completed certificate or other documentation required under applicable Law to establish such exemption. The Receiver shall promptly provide to such Provider tax receipts or other documents evidencing the payment of any such deducted or withheld amount to the applicable Governmental Authority. The Parties shall use, and shall cause their respective Affiliates to use, commercially reasonable efforts to minimize Sales Taxes and taxes otherwise required to be deducted or withheld by each Receiver hereunder.

SECTION 7.05. No Offset. No Receiver shall withhold any payments to the corresponding Provider under this Agreement in order to offset payments due to such Receiver pursuant to this Agreement, the Separation Agreement, any other Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 11.06. Any required adjustment to payments due hereunder shall be made as a subsequent invoice.

ARTICLE VIII

Term

SECTION 8.01. Commencement. This Agreement is effective as of the date hereof and shall remain in effect with respect to a particular Service until the occurrence of the Applicable Termination Date applicable to such Service (or, subject to the terms of Section 8.02, the expiration of any Service Extension applicable to such Service), unless earlier terminated (a) in its entirety or with respect to a particular Service, in each case in accordance with Section 8.03, or (b) by mutual consent of the Parties. Notwithstanding anything to the contrary contained herein, if the Separation Agreement shall be terminated in accordance with its terms,

this Agreement shall be automatically terminated and void ab initio with no further action by the Parties and shall be of no force and effect.

SECTION 8.02. Service Extension. If a Receiver reasonably determines that it will require a Service to continue beyond the Applicable Termination Date or the end of an extension period previously granted pursuant to this Section 8.02, such Receiver may request the corresponding Provider to extend the term of such Service for the desired renewal period(s) (each, a "Service Extension") by written notice to such Provider no less than 45 days prior to the end of the then-current Service term; provided that no Service shall be extended beyond the date that is 24 months after the Closing Date. The Provider shall respond in its sole discretion to any such request for a Service Extension within 15 days of receipt of such request. The Parties shall amend the terms of Schedule A or Schedule B, as applicable, to reflect the new Service term and Cost of Service to the extent mutually agreed in writing, following such agreement relating to a Service Extension, subject to the conditions set forth in this Section 8.02; provided that the Cost of Service with respect to any new term for a Service shall remain the same as the Cost of Service of the prior term for such Service unless the Provider's cost of providing such Service has materially changed, in which case the Parties shall work together in good faith to agree to a new Cost of Service which reflects the Provider's increased cost of providing such Service. Each such amended Schedule A or Schedule B, as applicable, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such agreement.

SECTION 8.03. Termination.

(a) Except for any non-payment of Cost of Services which is based on a good faith objection by the Receiver, if a Party materially breaches any of its obligations under this Agreement (and the period for resolution of the Dispute relating to such breach set forth in Section 11.01 has expired), the non-breaching Party may terminate this Agreement with respect to the Service for which such obligations are owed, effective upon not less than 30 days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within 30 days after receiving written notice thereof from the non-breaching Party. The termination of this Agreement with respect to any Service pursuant to this Section 8.03 shall not affect the Parties' rights or obligations under this Agreement with respect to any other Service.

(b) Except as otherwise provided by Law, either Party may terminate this Agreement upon written notice to the other Party if the other Party makes a general assignment for the benefit of creditors or becomes insolvent, or a receiver is appointed for, or a court approves reorganization or arrangement proceedings on, such Party.

(c) Except as otherwise provided in this Agreement or Schedule A or Schedule B, a Receiver shall be entitled to terminate one or more Services being provided by any Provider for any reason or no reason at all, upon, as applicable (i) not less than 30 days' prior written notice for Services with an Applicable Termination Date (as specified with respect to such Service in Schedule A or Schedule B, as applicable, as of the date hereof) that is less than or equal to 12 months after the Closing Date or (ii) not less than 90 days' prior written notice for Services with an Applicable Termination Date (as specified with respect to such Service in Schedule A or Schedule B, as applicable, as of the date hereof) that is more than 12 months after the Closing Date; provided that, in the event that the Provider sends a written notice to the Receiver stating that the proposed termination will materially and adversely affect the Provider's ability to provide any other Services provided by the Provider, the proposed termination shall not be effective unless the Receiver agrees to also terminate such other affected Services.

(d) This Agreement or any Service may be terminated at any time by the mutual written agreement of the Parties.

SECTION 8.04. Effect of Termination. In the event of any termination of this Agreement in its entirety or with respect to any Service, each Provider and Receiver shall remain liable for all of their respective obligations that accrued hereunder prior to the date of such termination, including all obligations of each Receiver to pay any amounts due to any Provider hereunder. In the event of any termination of this Agreement with respect to any Service by the Receiver prior to the expiration of the term for such Service as set forth on Schedule A or Schedule B, as applicable, as such term may have been extended pursuant to Section 8.02, the Receiver shall be liable for any third-party costs and expenses that the Provider is contractually obligated to pay in connection with such Service with respect to the remainder of the term of such Service; provided that the Provider shall use commercially reasonable efforts to mitigate any such costs and expenses.

SECTION 8.05. Return of Books, Records and Files. Upon the request of the Receiver after the termination of a Service with respect to which the Provider holds books, records or files, including current and archived copies of computer files, (a) owned solely by the Receiver or its Affiliates and used by the Provider in connection with the provision of a Service pursuant to this Agreement or (b) created by the Provider and in the Provider's possession as a function of and relating solely to the provision of Services pursuant to this Agreement, such books, records and files shall either be returned to the Receiver or deleted or destroyed by the Provider, other than such books, records and files electronically preserved or recorded within any computerized data storage device or component (including any hard drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel, which such books, records and files shall not be used by the Provider for any other purpose. Upon the request of the Receiver, the Provider shall provide confirmation of such deletion or destruction, if any. The Receiver shall bear the Provider's reasonable, necessary and actual out-of-pocket costs and expenses associated with the return or destruction of such books, records or files. At its expense, the Provider may make one copy of such books, records or files for its legal files.

ARTICLE IX

Indemnification; Limitation on Liability

SECTION 9.01. Indemnification.

(a) Revelyst, on behalf of each member of the Revelyst Group in its capacity as a Receiver, shall indemnify, defend and hold harmless Vista Outdoor and the other Vista Outdoor Indemnitees from and against any and all Liabilities incurred by such Vista Outdoor Indemnitee and arising out of, in connection with or by reason of any Services provided by any member of the Vista Outdoor Group hereunder, except to the extent such Liabilities arise out of a Vista Outdoor Group member's (i) breach of this Agreement, (ii) violation of any Laws in providing any Services or (iii) gross negligence or willful misconduct in providing any Services.

(b) Vista Outdoor, on behalf of each member of the Vista Outdoor Group in its capacity as a Receiver, shall indemnify, defend and hold harmless Revelyst and the other Revelyst Indemnitees from and against any and all Liabilities incurred by such Revelyst Indemnitee and arising out of, in connection with or by reason of any Services provided by any member of the Revelyst Group hereunder, except to the extent such Liabilities arise out of a Revelyst Group member's (i) breach of this Agreement, (ii) violation of any Laws in providing any Services or (iii) gross negligence or willful misconduct in providing any Services.

SECTION 9.02. Limitation on Liability.

(a) Neither Vista Outdoor, in its capacity as a Provider, nor any other member of the Vista Outdoor Group acting in the capacity of a Provider, nor any Vista Outdoor Indemnitee, shall be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to Revelyst or any other member of the Revelyst Group or any of the Revelyst Indemnitees for any Liabilities arising out of, related to or in connection with or by reason of this Agreement or any Services provided hereunder, except to the extent that such Liabilities arise out of Vista Outdoor's (or a member of the Vista Outdoor Group's) (i) breach of this Agreement, (ii) violation of any Laws in providing the Services or (iii) gross negligence or willful misconduct in providing any Services; provided that nothing in this Section 9.02(a) shall be deemed to limit the rights of Revelyst or any other member of the Revelyst Group under Section 9.02(h), in its capacity as a Receiver, regarding Insurance Proceeds in respect of Third-Party Claims.

(b) Neither Revelyst, in its capacity as a Provider, nor any other member of the Revelyst Group acting in the capacity of a Provider, nor any Revelyst Indemnitee, shall be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to Vista Outdoor or any other member of the Vista Outdoor Group or any of the Vista Outdoor Indemnitees for any Liabilities arising out of, related to or in connection with or by reason of this Agreement or any Services provided hereunder, except to the extent that such Liabilities arise out of Revelyst's (or a member of the Revelyst Group's) (i) breach of this Agreement, (ii) violation of any Laws in providing the Services or (iii) gross negligence or willful misconduct in providing any Services; provided that nothing in this Section 9.02(b) shall be deemed to limit the rights of Vista Outdoor or any other member of the Vista Outdoor Group under Section 9.02(i), in its capacity as a Receiver, regarding Insurance Proceeds in respect of Third-Party Claims.

(c) IN NO EVENT SHALL VISTA OUTDOOR, IN ITS CAPACITY AS A PROVIDER, NOR ANY OTHER MEMBER OF THE VISTA OUTDOOR GROUP ACTING IN THE CAPACITY OF A PROVIDER, NOR ANY VISTA OUTDOOR INDEMNITEE, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO REVELYST OR ANY OTHER MEMBER OF THE REVELYST GROUP OR ANY OF THE REVELYST INDEMNITEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY VISTA OUTDOOR UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD-PARTY CLAIM.

(d) IN NO EVENT SHALL REVELYST, IN ITS CAPACITY AS A PROVIDER, NOR ANY OTHER MEMBER OF THE REVELYST GROUP ACTING IN THE CAPACITY OF A PROVIDER, NOR ANY REVELYST INDEMNITEE, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO VISTA OUTDOOR OR ANY OTHER MEMBER OF THE VISTA OUTDOOR GROUP OR ANY OF THE VISTA OUTDOOR INDEMNITEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY REVELYST UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD-PARTY CLAIM.

(e) THE TOTAL LIABILITY OF THE MEMBERS OF THE VISTA OUTDOOR GROUP, IN THEIR CAPACITY AS PROVIDERS, TO THE REVELYST GROUP ARISING OUT OF, RELATED TO OR IN CONNECTION WITH OR BY REASON OF ANY SERVICES PROVIDED HEREUNDER FOR ANY CLAIM SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO VISTA OUTDOOR FOR SERVICES UNDER THIS AGREEMENT. THE TOTAL LIABILITY

OF THE MEMBERS OF THE REVELYST GROUP, IN THEIR CAPACITY AS PROVIDERS, TO THE VISTA OUTDOOR GROUP ARISING OUT OF, RELATED TO OR IN CONNECTION WITH OR BY REASON OF ANY SERVICES PROVIDED HEREUNDER FOR ANY CLAIM SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO REVELYST FOR SERVICES UNDER THIS AGREEMENT.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NOTHING HEREIN IS INTENDED TO OR SHALL LIMIT IN ANY WAY EITHER PARTY'S LIABILITY FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(g) Each Party understands and agrees that the Parties have allocated responsibilities and risks of loss and limited liabilities of the Parties as stated in this Agreement based on the recognition that neither Party is in the business of providing the Services to third parties. Such allocations and limitations are fundamental elements of the basis of the bargain between the Parties and neither Party would be able or willing to provide the Services without the protections provided by such allocations and limitations. Each Party acknowledges (on behalf of each member of its Group in its capacity as a Receiver, and any Indemnitee thereof) that (i) neither the other Party nor the other members of the other Party's Group is a commercial provider of the Services provided herein, (ii) the other Party is providing, or causing the other members of its Group to provide, the Services in connection with the Separation and the Merger and (iii) this Agreement is not intended by the Parties to have (A) Vista Outdoor or any other member of the Vista Outdoor Group manage or operate the Revelyst Business, in lieu of Revelyst or any other member of the Revelyst Group or any other Revelyst Indemnitee or (B) Revelyst or any other member of the Revelyst Group manage or operate the Vista Outdoor Business, in lieu of Vista Outdoor or any other member of the Vista Outdoor Group or any other Vista Outdoor Indemnitee. The Parties agree that the foregoing shall be taken into consideration in any claim made under this Agreement.

(h) If Vista Outdoor, in its capacity as a Provider, or any other member of the Vista Outdoor Group acting in the capacity of a Provider, or any Vista Outdoor Indemnitee, shall be liable to any Revelyst Indemnitee for any Liability arising out of a Third-Party Claim arising out of, related to or in connection with or by reason of any Services provided hereunder, Vista Outdoor, at the request of such Revelyst Indemnitee, shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. Promptly upon the actual receipt of any such Insurance Proceeds, Vista Outdoor shall pay such Insurance Proceeds (net of any reasonable costs or expenses incurred in the collection of such Insurance Proceeds) to such Revelyst Indemnitee to the extent of the Liability arising out of such Third-Party Claim.

(i) If Revelyst, in its capacity as a Provider, or any other member of the Revelyst Group acting in the capacity of a Provider, or any Revelyst Indemnitee, shall be liable to a Vista Outdoor Indemnitee for any Liability arising out of a Third-Party Claim arising out of, related to or in connection with or by reason of any Services provided hereunder, Revelyst, at the request of such Vista Outdoor Indemnitee, shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. Promptly upon the actual receipt of any such Insurance Proceeds, Revelyst shall pay such Insurance Proceeds (net of any reasonable costs or expenses incurred in the collection of such Insurance Proceeds) to such Vista Outdoor Indemnitee to the extent of the Liability arising out of such Third-Party Claim.

ARTICLE X

Other Covenants

SECTION 10.01. Attorney-in-Fact. On a case-by-case basis, the Receiver shall execute documents necessary to appoint the Provider as its attorney-in-fact for the sole purpose of executing any and all documents and instruments reasonably required to be executed in connection with the performance by the Provider of any Service under this Agreement.

ARTICLE XI

Miscellaneous

SECTION 11.01. Disputes. Except as otherwise provided in this Agreement, the Parties shall resolve all disputes arising under or in connection with this Agreement (each, a "Dispute") in accordance with the following procedures (including, for the avoidance of doubt, any Dispute relating to payments with respect to the Services). All Disputes shall be first considered in person, by teleconference or by video conference within five business days after receipt of notice from either Party specifying the nature of the Dispute (a "Dispute Notice") by the Service Managers and, if such Dispute concerns a particular Service or Function, the Contacts whose names are set forth on Schedule A or Schedule B, as applicable, with respect to such Service or Function. If any Dispute is not resolved by the Service Managers, and such Contacts, if any, within 10 business days after receipt of a Dispute Notice, then, upon the written request of either Party, each Party shall designate a representative who does not spend a substantial portion of his or her time on activities relating to this Agreement to meet in person, by teleconference or by video conference with the other Party's designated representative for the purpose of resolving the Dispute. The designated representatives shall negotiate in good faith to resolve the Dispute. If they do not resolve the Dispute within 10 business days after the date the Dispute was referred to them, the Parties may pursue any other rights, remedies or actions that may be available to them under this Agreement or at Law.

SECTION 11.02. Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement, on the one hand, and the Separation Agreement or the Merger Agreement, on the other hand, with respect to the subject matter hereof, the terms of this Agreement shall govern.

SECTION 11.03. Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating a relationship of principal and agent, partnership or joint venture between the Parties, between Providers and Receivers or with any individual providing Services, it being understood and agreed that no provision contained herein, and no act of any Party or members of their respective Groups, shall be deemed to create any relationship between the Parties or members of their respective Groups other than the relationship set forth herein. Each Party and each Provider shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party's Affiliates.

SECTION 11.04. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or members of its Group may be exposed to employees and agents of the other Party or its Group as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Affiliates, that such Party's obligation (and the obligation of members of its Group) to use and keep confidential such Information of

the other Party or its Group shall be governed by Sections 6.01(c) and 6.09 of the Separation Agreement.

SECTION 11.05. Counterparts; Entire Agreement.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by electronic or PDF signature and scanned and exchanged by electronic mail, and such electronic or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the other Transaction Documents (as defined in the Merger Agreement) and any Annexes, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 11.06. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware state court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Subsidiaries, Affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby or thereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and hereby waives, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any Action resolved in accordance with this Section 11.06 be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER.

SECTION 11.07. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the two immediately preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns. No assignment permitted by this Section 11.07 shall release the assigning party from liability for the full performance of its obligations under this Agreement. Nothing in this Section 11.07 shall affect or impair a Provider's ability to delegate any or all of its obligations under this Agreement to one or more Affiliates or Sub-Contractors pursuant to Section 2.03(b).

SECTION 11.08. Third-Party Beneficiaries. The Vista Outdoor Indemnitees and the Revelyst Indemnitees, in their capacities as such, shall be third-party beneficiaries of the indemnification rights provided under this Agreement. Other than as set forth in the immediately preceding sentence, (a) the provisions of this Agreement are solely for the benefit of the Parties

and are not intended to confer upon any Person except the Parties any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third-party Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 11.09. Notices. All notices or other communications under this Agreement shall be in writing and shall be provided in the manner set forth in the Separation Agreement.

SECTION 11.10. Survival. Notwithstanding anything to the contrary contained herein, Section 2.05, Article VII, Article VIII, Article IX and Article XI of this Agreement shall survive the termination of this Agreement.

SECTION 11.11. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid, void or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 11.12. Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.13. Waivers of Default. No failure or delay of either Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 11.14. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 11.15. Interpretation. The rules of interpretation set forth in Section 11.14 of the Separation Agreement are incorporated by reference into this Agreement, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

VISTA OUTDOOR INC.
by
/s/ Jason Vanderbrink
Name: Jason Vanderbrink
Title: Co-Chief Executive Officer

REVELYST, INC.
by
/s/ Eric Nyman
Name: Eric Nyman
Title: President & Chief Executive Officer

[*Signature Page to Transition Services Agreement*]

Schedule A

Services to be Provided to Revelyst, Inc.

[***]

Schedule B

Services to be Provided to Revelyst, Inc.

[***]

Schedule C

Data Processing Addendum

[***]

Exhibit 99.1

Vista Outdoor Announces Completion of CSG Transaction

Follows Receipt of Overwhelming Support from Stockholders

Revelyst Will Begin Trading on the New York Stock Exchange Under Ticker "GEAR" Today; SVP Transaction to Acquire Revelyst on Track to Close by January 2025

ANOKA, Minn. – November 27, 2024 – Vista Outdoor Inc. ("Vista Outdoor" or "the Company") (NYSE: VSTO) today announced the completion of the sale of The Kinetic Group to Czechoslovak Group a.s. ("CSG") (the "CSG Transaction"), following receipt of stockholder approval at the Company's special meeting of stockholders on November 25, 2024. Under the terms of the merger agreement for the CSG Transaction, Vista Outdoor stockholders will receive $25.75 in cash and one share of Revelyst common stock for each share of Vista Outdoor common stock they hold.

"The completion of our sale of The Kinetic Group to CSG marks a significant milestone for our company and represents the successful culmination of our Board's tireless efforts and robust process to deliver maximum value for stockholders," said Michael Callahan, Chairman of the Vista Outdoor Board of Directors. "We are confident our leading ammunition brands will be well positioned under CSG's ownership given its expertise in supply chain management and ammunition manufacturing, along with its shared commitment to expanding U.S. manufacturing and supporting NATO and allied nations. We also believe the transaction will create new opportunities for our dedicated employees and position The Kinetic Group for future growth and success."

"We are pleased to complete the transaction with Vista Outdoor and look forward to welcoming The Kinetic Group's talented team to the CSG family," said Michal Strnad, CEO of CSG. "The Kinetic Group has a strong portfolio of leading ammunition brands, and we are confident our partnership will drive continued growth and innovation, as we deliver high quality ammunition products to customers and create long-term value together."

Revelyst Will Begin Trading on NYSE Today; SVP Transaction on Track to Close by January 2025

Today, Revelyst will begin trading on the New York Stock Exchange under the ticker "GEAR". On October 4, 2024, Vista Outdoor entered into a definitive agreement under which funds managed by Strategic Value Partners, LLC (together and its affiliates, "SVP") will acquire Revelyst in an all-cash transaction based on an enterprise value of $1.125 billion (the "SVP Transaction"). With the successful completion of the CSG Transaction, the SVP Transaction is expected to close by January 2025, subject to the receipt of necessary regulatory approvals and satisfaction of other customary closing conditions. Following the closing of the SVP Transaction, Revelyst will cease trading on the New York Stock Exchange.

"The closing of the CSG Transaction represents another important step towards unlocking the potential of Revelyst with SVP," said Revelyst CEO Eric Nyman. "We look forward to delivering significant value to our stockholders through the transaction and benefitting from SVP's investment and expanded resources as we further our market leading position in the outdoor recreation industry. Until the SVP Transaction closes, we remain focused on advancing our strategic objectives, accelerating our GEAR UP efforts and delivering innovative, top-tier products to outdoor enthusiasts."

Morgan Stanley & Co. LLC is acting as sole financial adviser to Vista Outdoor and Cravath, Swaine & Moore LLP is acting as legal adviser to Vista Outdoor. Moelis & Company LLC is acting as sole financial adviser to the independent directors of Vista Outdoor and Gibson, Dunn & Crutcher LLP is acting as legal adviser to the independent directors of Vista Outdoor.

About Vista Outdoor Inc.
Vista Outdoor (NYSE: VSTO) is the parent company of more than three dozen renowned brands that design, manufacture and market sporting and outdoor products. Brands include Bushnell, CamelBak, Bushnell Golf, Foresight Sports, Fox Racing, Bell Helmets, Camp Chef, Giro, Simms Fishing, QuietKat, Stone Glacier, Federal Ammunition, Remington Ammunition and more. Our reporting segments, Outdoor Products and Sporting Products, provide consumers with a wide range of performance-driven, high-quality and innovative outdoor and sporting products. For news and information, visit our website at **www.vistaoutdoor.com.**

Forward Looking Statement

Some of the statements made and information contained in this press release, excluding historical information, are "forward-looking statements," including those that discuss, among other things: Vista Outdoor Inc.'s ("Vista Outdoor", "we", "us" or "our") plans, objectives, expectations, intentions, strategies, goals, outlook or other non-historical matters; projections with respect to future revenues, income, earnings per share or other financial measures for Vista Outdoor; and the assumptions that underlie these matters. The words "believe," "expect," "anticipate," "intend," "aim," "should" and similar expressions are intended to identify such forward-looking statements. To the extent that any such information is forward-looking, it is intended to fit within the safe harbor for forward-looking information provided by the Private Securities Litigation Reform Act of 1995.

Numerous risks, uncertainties and other factors could cause our actual results to differ materially from the expectations described in such forward-looking statements, including the following: risks related to the previously announced transaction among Vista Outdoor, Revelyst, Inc., CSG Elevate II Inc., CSG Elevate III Inc. and CZECHOSLOVAK GROUP a.s. (the "CSG Transaction") and risks related to the previously announced transaction among Vista Outdoor, Revelyst, Olibre LLC and Cabin Ridge, Inc. (the "SVP Transaction") including (i) the possibility that any or all of the various conditions to the consummation of the CSG Transaction or the SVP Transaction may not be satisfied or waived, including the failure to receive any required regulatory approvals from any applicable governmental entities (or any conditions, limitations or restrictions placed on such approvals), (ii) the possibility that competing offers or acquisition proposals may be made, (iii) the occurrence of any event, change or other circumstance that could give rise to the termination of the merger agreement relating to the CSG Transaction or the SVP Transaction, including in circumstances which would require Vista Outdoor or Revelyst, as applicable, to pay a termination fee, (iv) the effect of the announcement or pendency of the CSG Transaction or the SVP Transaction on our ability to attract, motivate or retain key executives and employees, our ability to maintain relationships with our customers, vendors, service providers and others with whom we do business, or our operating results and business generally, (v) risks related to the CSG Transaction or the SVP Transaction diverting management's attention from our ongoing business operations, (vi) that the CSG Transaction or the SVP Transaction may not achieve some or all of any anticipated benefits with respect to either business segment and that the CSG Transaction or the SVP Transaction may not be completed in accordance with our expected plans or anticipated timelines, or at all, and (vii) that the consideration paid to Revelyst stockholders in connection with the SVP Transaction cannot be determined until the consummation of the SVP Transaction as it is subject to certain adjustments related to the net cash of Revelyst as of the closing of the SVP Transaction and the management team's current estimate of the consideration may be higher or lower than the actual consideration paid to Revelyst stockholders in connection with the SVP Transaction due to the actual cash flows prior to the closing of the SVP Transaction or other factors; impacts from the COVID-19 pandemic on our operations, the operations of our customers and suppliers and general economic conditions; supplier capacity constraints, production or shipping disruptions or quality or price issues affecting our operating costs; the supply, availability and costs of raw materials and components; increases in commodity, energy, and production costs; seasonality and weather conditions; our ability to complete acquisitions, realize expected benefits from acquisitions and integrate acquired businesses; reductions in or unexpected changes in or our inability to accurately forecast demand for ammunition, accessories, or other outdoor sports and recreation products; disruption in the service or significant increase in the cost of our primary delivery and shipping services for

our products and components or a significant disruption at shipping ports; risks associated with diversification into new international and commercial markets, including regulatory compliance; our ability to take advantage of growth opportunities in international and commercial markets; our ability to obtain and maintain licenses to third-party technology; our ability to attract and retain key personnel; disruptions caused by catastrophic events; risks associated with our sales to significant retail customers, including unexpected cancellations, delays, and other changes to purchase orders; our competitive environment; our ability to adapt our products to changes in technology, the marketplace and customer preferences, including our ability to respond to shifting preferences of the end consumer from brick and mortar retail to online retail; our ability to maintain and enhance brand recognition and reputation; our association with the firearms industry, others' use of social media to disseminate negative commentary about us, our products, and boycotts; the outcome of contingencies, including with respect to litigation and other proceedings relating to intellectual property, product liability, warranty liability, personal injury, and environmental remediation; our ability to comply with extensive federal, state and international laws, rules and regulations; changes in laws, rules and regulations relating to our business, such as federal and state ammunition regulations; risks associated with cybersecurity and other industrial and physical security threats; interest rate risk; changes in the current tariff structures; changes in tax rules or pronouncements; capital market volatility and the availability of financing; our debt covenants may limit our ability to complete acquisitions, incur debt, make investments, sell assets, merge or complete other significant transactions; foreign currency exchange rates and fluctuations in those rates; general economic and business conditions in the United States and our markets outside the United States, including as a result of the war in Ukraine and the imposition of sanctions on Russia, the conflict in the Gaza strip, the COVID-19 pandemic or another pandemic, conditions affecting employment levels, consumer confidence and spending, conditions in the retail environment, and other economic conditions affecting demand for our products and the financial health of our customers.

You are cautioned not to place undue reliance on any forward-looking statements we make, which are based only on information currently available to us and speak only as of the date hereof. A more detailed description of risk factors that may affect our operating results can be found in Part 1, Item 1A, Risk Factors, of our Annual Report on Form 10-K for fiscal year 2024, and in the filings we make with the SEC from time to time. We undertake no obligation to update any forward-looking statements, except as otherwise required by law.

Contacts

Investor Contact:
Tyler Lindwall
Phone: 612-704-0147
Email: investor.relations@vistaoutdoor.com

Media Contact:
Eric Smith
Phone: 720-772-0877
Email: media.relations@vistaoutdoor.com