



Every Animal. Every Day.

PET-AG, INC. AUTHORIZED DISTRIBUTOR POLICY
Effective Date: October 1, 2020

This Pet-Ag, Inc. Authorized Distributor Policy (“Distributor Policy”) is issued by Pet-Ag, Inc. (“Pet-Ag”) and applies to Authorized Distributors of Pet-Ag products (“Product(s)”) in the United States of America.¹ This Distributor Policy supplements any then-current wholesaler or distribution agreement and/or Pet-Ag, Inc. Terms and Conditions between you and Pet-Ag. By placing a purchase order for Products from Pet-Ag for distribution to Authorized Resellers (as hereinafter defined), you (“Distributor”) agree to adhere to the following terms and conditions. Until such status is otherwise revoked by Pet-Ag in Pet-Ag’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor” hereunder. Pet-Ag may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Distributor is authorized to sell Products purchased from Pet-Ag only to Authorized Resellers.

(a) An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from Pet-Ag or an Authorized Distributor and resells the Products as part of a commercial enterprise at one or more brick-and-mortar retail locations;
- (ii) has received and agrees to adhere to the Pet-Ag, Inc. Authorized Reseller Policy; and
- (iii) has not had its Authorized Reseller status revoked by Pet-Ag.

(b) Distributor shall not sell Products to End Users without Pet-Ag’s prior written consent. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party.

(c) Notwithstanding Section 1(a), Distributor shall not sell Products to (i) any entity that operates a third party marketplace website, including but not limited to Amazon.com or Walmart, or (ii) any reseller that markets for sale and sells products exclusively online (Ecommerce only), including but not limited to Chewy.com, without Pet-Ag’s prior written consent. Please submit your request for approval to brandsupport@petag.com and Pet-Ag will follow-up with any questions.

(d) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Pet-Ag, Inc. Authorized Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Pet-Ag, Inc. Authorized Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Pet-Ag revokes such status. Authorized Resellers are determined by Pet-Ag in its sole discretion.

¹ This Distributor Policy shall apply to all Pet-Ag Products, including, but not limited to, Bene-Bac® Plus, Bospro®, Boundary®, Cat-Sip®, CatSure™, Chunky Chews®, DogSure™, DYNE®, EMT® Gel, EMT® Spray, Esbilac®, Fawn-Lac®, Fermacto®, Foal-Lac®, Fresh 'n Clean®, GME®, Goat’s Milk Esbilac®, Goat-Snax®, KMR®, KMR® 2nd Step™, Lambert Kay®, Linatone®, Mirra Coat®, Multi-Lac®, Multi-Milk®, Nanny-Lac™, Pet-Ag® Milk Replacer Plus™, PetLac®, PET Pectillin®, Pro-Groom®, Prozyme®, Prozyme® Plus, Rawhide Brand®, Shed Relief® Plus, Trophy®, and Zoologic®. A complete list of Pet-Ag Products is available at www.petag.com.

(e) Distributor shall distribute policies, updates to policies, product information, educational materials, and other information to its Authorized Reseller customers as requested by Pet-Ag from time to time.

(f) Distributor shall cease or suspend sales to any customer promptly upon request of Pet-Ag. Such customers will be communicated to Distributor via Pet-Ag's "Do Not Sell" list.

(g) Distributor shall not sell, ship, invoice, or promote the Products outside the United States of America or its territories or to anyone Distributor knows or has reason to know intends to ship the Products outside of the United States of America or its territories without Pet-Ag's prior written consent.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any **Publicly Accessible Website** without the prior written consent of Pet-Ag. A "Publicly Accessible Website" is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in. **All third party marketplace websites, including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+ or Facebook marketplace, are Publicly Accessible Websites. Sales on these websites are prohibited without Pet-Ag's prior written consent.** A website operated by Distributor to facilitate Product orders from Authorized Resellers that requires the prospective customer to register an account with the Distributor and log-in that account to order Products is not considered a Publicly Accessible Website.

The terms of this Distributor Policy supersede any prior agreement between Pet-Ag and Distributor regarding the sale of the Products on Publicly Accessible Websites. Any authorization previously granted to Distributor by Pet-Ag to sell the Products on a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Pet-Ag. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor's business or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Pet-Ag or the Products.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit A.

5. **Intellectual Property.** Distributor acknowledges and agrees that Pet-Ag or its licensors own all proprietary rights in and to the Pet-Ag brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Pet-Ag IP"). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Pet-Ag IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the Pet-Ag IP shall inure solely to the benefit of Pet-Ag or its licensors. Distributor's use of the Pet-Ag IP shall be in accordance with Pet-Ag's Brand Standards available at www.petag.com/brandsupport and must be commercially reasonable as to the size, placement, and other manners of use. Pet-Ag reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the Pet-Ag IP at any time, without limitation. Distributor shall not create, register, or use any domain name or any mobile application that contains any reference to Pet-Ag or any Pet-Ag product name or any trademark owned by or licensed to Pet-Ag, nor a misspelling or confusingly similar variation of Pet-Ag or any Pet-Ag product name or any trademark owned by or licensed to Pet-Ag. Contact brandsupport@petag.com with questions.

6. **Termination.** If Distributor violates this Distributor Policy, Pet-Ag reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of a Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of Pet-Ag Products or has any affiliation whatsoever with Pet-Ag; and (iii) using all Pet-Ag IP.

7. **Modification.** Pet-Ag reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Pet-Ag IP, or use of any other information or materials provided by Pet-Ag to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments, constitute confidential, proprietary information of Pet-Ag and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Pet-Ag.

EXHIBIT A
PET-AG, INC. PRODUCT CARE, CUSTOMER SERVICE,
AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Pet-Ag regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and as set forth in Pet-Ag's Safety Data Sheets, as may be revised by Pet-Ag from time to time.
2. Manage Product inventory on a "first-in, first-out" (FIFO) basis, with older inventory being sold before newer inventory of the same Product.
3. Store Products in properly labeled containers, tightly closed, and in a cool, dry, and well-ventilated place where the Products and the Products' packaging are not susceptible to excessive heat, open flames, other sources of ignition, or freezing. Additionally, Products shall be stored away from direct sunlight and in a low humidity environment where the Products and Products' packaging are not susceptible to mold, mildew, or other physical damage. Products must be handled in accordance with good industrial hygiene and safety practices.
4. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted without Pet-Ag's separate written consent.
5. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
6. Do not tamper with, deface, or otherwise alter any serial number, batch or lot code, or other identifying information on Products or their packaging.
7. Do not dilute Products.
8. Do not resell any Product that has been returned opened or repackaged.
9. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, spoilage (as applicable), evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly contact Pet-Ag in accordance with Pet-Ag's currently effective Terms and Conditions or contact Pet-Ag's Customer Service Department at 1-800-323-6878.
10. Be familiar with the shelf life and/or expiration date for all Products. Inspect inventory regularly for Products past their shelf life and expired or soon-to-be expired Products and remove those Products from inventory. Do not sell any Products that are expired or within thirty (30) days of expiration without Pet-Ag's permission, and contact brandsupport@petag.com with any questions. Destroy or dispose of any such Products in accordance with instructions provided by Pet-Ag.
11. Be familiar with the ingredients and intended use of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and endeavor to respond to customer inquiries promptly.
12. Cooperate with Pet-Ag with respect to any Product tracking systems that may be implemented from time to time.
13. Cooperate with Pet-Ag with respect to any Product recall or other product safety dissemination efforts.

14. Report to Pet-Ag any customer complaint or adverse claim regarding the Products' quality of which you become aware and assist Pet-Ag in investigating any such complaints or adverse claims. Contact Pet-Ag Consumer Affairs at 1-800-323-0877.
15. Cooperate with Pet-Ag in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.