



Every Animal. Every Day.

PET-AG, INC. AUTHORIZED ONLINE SELLER APPLICATION

Applicant's Information	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Secondary Contact	6. Title:
7. Applicant Physical Address:	8. Applicant Mailing Address (if different from Physical Address):
9. Telephone:	10. Fax:
11. Email:	
12. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
13. State of Incorporation:	14. Year Incorporated:
15. DUNS:	16. EIN:
17. Resale Certificate Number:	18. Resale Certificate Issuing State:
19. Please identify all source(s) of the Pet-Ag, Inc. products you are selling or intend to sell. <input type="checkbox"/> Purchase directly from Pet-Ag, Inc. (Account Number _____) <input type="checkbox"/> Purchase from Distributor(s) (list below) <input type="checkbox"/> Other (describe below)	
20. Do you store or intend to store your inventory of Pet-Ag, Inc. products at a location other than the Applicant Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the address for all locations where such inventory is stored or will be stored:	
21. Do you use any third-party fulfillment service to store inventory or fulfill orders of Pet-Ag, Inc. products? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the name of the fulfillment service and describe the services provided:	
22. Has the Applicant ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No	

23. Has any company in which any of the Applicant’s principals hold an ownership interest ever been a debtor in any bankruptcy, receivership, or other insolvency proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No
24. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If you checked “Yes” in box 22, 23, or 24, please attach additional sheet(s) explaining these matters in detail.</i>

Application for Website Approval	
Requested Websites: Please identify all websites or mobile applications through which you wish to sell Pet-Ag, Inc. products (<i>one per line, exact spelling required</i>). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name “ABC Store”/ Merchant ID</i>	Pet-Ag, Inc. Use Only
1.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
2.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
3.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
4.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
5.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
6.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
7.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
8.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
9.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined
10.	<input type="checkbox"/> Approved <input type="checkbox"/> Declined

By submitting this Pet-Ag, Inc. Authorized Online Seller Application (the “**Application**”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Pet-Ag, Inc. (“**Pet-Ag**”) have executed the attached Pet-Ag, Inc. Authorized Online Seller Agreement.

Submitting this Application does not authorize Applicant to sell Pet-Ag products on the Requested Websites, and Pet-Ag has no obligation to accept Applicant’s request to sell Pet-Ag products on any or all of the Requested Websites.

If Applicant is approved to sell Pet-Ag products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Pet-Ag, Inc. Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Pet-Ag, Inc. Authorized Online Seller Agreement below.



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PET-AG, INC. AUTHORIZED ONLINE SELLER AGREEMENT

This Pet-Ag, Inc. Authorized Online Seller Agreement (the "Agreement") is hereby entered into by and between Pet-Ag, Inc. ("Pet-Ag") and the undersigned Seller ("Seller" or "you") (collectively, the "Parties" and individually, a "Party"). The "Effective Date" of this Agreement is the date this Agreement is accepted by Pet-Ag after being agreed to by you.

- Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Pet-Ag, Inc. Authorized Retailer Policy, Pet-Ag, Inc. Authorized Distributor Policy, or Pet-Ag, Inc. Authorized Reseller Policy, as applicable to Seller (the "Terms"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.
- Authorization of Online Sales.** Other than websites that may be defined in the Terms as "Permissible Public Websites," the Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without Pet-Ag's prior written consent. Execution by Pet-Ag of this Agreement constitutes Pet-Ag's consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the Online Sales Guidelines attached hereto as Exhibit A, Seller may market for sale and sell Products solely at the website(s) and/or mobile application(s) identified as approved by Pet-Ag in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the "Authorized Websites"). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.
- Intellectual Property.** The license granted to Seller in the Terms to use the Pet-Ag IP is hereby amended to authorize use of the Pet-Ag IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the Pet-Ag IP except as granted in the Terms or herein. Seller's license to use the Pet-Ag IP on the Authorized Websites shall be revoked immediately upon termination of this Agreement.
- Termination.** Pet-Ag, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller's authorization to use Pet-Ag IP on such websites shall be revoked. Pet-Ag may terminate this Agreement with written notice at any time. On termination of Seller's status as an Authorized Distributor, Authorized Reseller or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.
- Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that Pet-Ag will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Pet-Ag to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Pet-Ag's right to fully enforce any or all provisions and parts thereof.

6. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless Pet-Ag, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

7. **Miscellaneous.**

(a) ***Modification.*** Pet-Ag reserves the right to update, amend, or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately, and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) ***Waiver.*** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.

(c) ***Severability.*** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(d) ***Assignment.*** This Agreement may not be assigned or transferred by Seller without the prior, written consent of Pet-Ag. Pet-Ag is entitled to assign this Agreement, in whole or in part, without Seller's consent to any Pet-Ag-affiliated company or to any entity to which Pet-Ag sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(e) ***Entire Agreement.*** This Agreement, the Terms and their attachments, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) ***Construction.*** The descriptive headings and sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(g) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(h) ***Governing Law.*** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of Delaware, without regard to its choice of law rules.

(i) ***Confidentiality.*** This Agreement, and its attachments, if any, 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.

(j) **Survival.** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property); Section 6 (Indemnification); Section 7(h) (Governing Law); Section 7(i) (Confidentiality); Section 7(j) (Survival).

(k) **Dispute Resolution.** In the event of a dispute over the terms or performance under this Agreement, the Parties may file suit in any court of competent jurisdiction. In the event of a breach or threatened breach of this Agreement by Seller, Seller is responsible for Pet-Ag's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(l) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

The Parties have caused this Pet-Ag, Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

Pet-Ag, Inc.,
a Delaware corporation

Seller: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Please submit this application to brandsupport@petag.com.

EXHIBIT A
PET-AG, INC. ONLINE SALES GUIDELINES

1. The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by Pet-Ag or any third party.
2. Anonymous sales are prohibited. Seller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites or in an order confirmation email delivered at the time of purchase.
3. At Pet-Ag's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
4. The Authorized Websites shall have a mechanism for receiving customer feedback, and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Pet-Ag for review upon request. Seller agrees to cooperate with Pet-Ag in the investigation of any negative online review associated with Seller's sale of the Products and to use reasonable efforts to assist in resolving such reviews. Seller shall maintain all records related to customer feedback for a period of five (5) years following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Seller to disclose identifying information about its customers to Pet-Ag.
5. The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.
6. Seller shall be responsible for any applicable taxes associated with the purchases of Products through the Authorized Websites and any returns of Products per Pet-Ag's Terms and Conditions.
7. Unless separately authorized in writing by Pet-Ag, Seller shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller's.
8. In marketing the Products on the Authorized Websites, Seller shall only use images of Products either supplied by or authorized by Pet-Ag and shall keep all Product images and descriptions up to date. Seller shall not advertise Products not carried in inventory. All questions and image approvals should be directed to brandsupport@petag.com.
9. Pet-Ag reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through the Authorized Websites.