



Every Animal. Every Day.

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

This Pet-Ag, Inc. Authorized Reseller Policy ("Reseller Policy") is issued by Pet-Ag, Inc. ("Pet-Ag") and applies to Authorized Resellers of Pet-Ag products ("Product(s)") in the United States of America.¹ By placing a purchase order for Products from an Authorized Pet-Ag Distributor for retail sale, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Pet-Ag in Pet-Ag's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. Pet-Ag may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller's facility and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users. 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. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States of America or its territories without Pet-Ag's prior written consent.

2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, or Facebook Marketplace), mobile application, or other online forum without the prior written consent of Pet-Ag, granted through execution by Pet-Ag of the Pet-Ag, Inc. Authorized Online Seller Agreement. The terms of this Reseller Policy supersede any prior agreement between Pet-Ag and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Pet-Ag to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Reseller 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. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Pet-Ag. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business or (b) related to the marketing and sale of the Products. Reseller 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.** Reseller shall comply with the Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit A.

5. **Intellectual Property.** Reseller 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"). Reseller 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

¹ This Reseller 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.

Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Pet-Ag IP shall inure solely to the benefit of Pet-Ag or its licensors. Reseller'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, Reseller's use or intended use of the Pet-Ag IP at any time, without limitation. Reseller 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 Reseller violates this Reseller Policy, Pet-Ag reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller 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 Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller'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 Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller 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 your Authorized Distributor for the appropriate return process.
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.