



Every Animal. Every Day.

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

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

1. **Authorized Customers.** Retailer 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. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer 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.** Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that is operated by Retailer in Retailer's legal name or registered fictitious name, and is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Pet-Ag may amend from time to time. **Retailer 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 other than a Permissible Public Website without the prior written consent of Pet-Ag.** Pet-Ag reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Pet-Ag and Retailer regarding the sale of the Products online.

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

¹ This Retailer 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.

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

8. **Confidentiality.** This Retailer 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. ONLINE SALES GUIDELINES

Retailer's approval to sell Pet-Ag Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

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

EXHIBIT B
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.