



Dear Retailer,

As you will all be well aware, HomeoPet L.L.C. is a small, family owned and operated business based out of Long Island, New York, and over the years, we have worked very hard to ensure our channel partners have a fair and level playing field from which to operate and service their ultimate customers. We work tirelessly to protect our brand and support our channel partners, and in furtherance of those efforts, we wish to announce the implementation of a U.S. Authorized Seller Program effective July 1, 2022, which is intended to protect the integrity of our authorized distribution channels, among many other benefits.

Your obligations under our new Authorized Seller Program are outlined in the **HomeoPet L.L.C. Authorized Retailer Policy**, which is attached for your review and is also accessible at <https://www.homeopet.com/brandprotection>.

Key Features of the Authorized Retailer Policy:

- **Where and to Whom You May Sell HomeoPet Products:** HomeoPet is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of HomeoPet products to unauthorized sellers. To this end, the Authorized Retailer Policy requires that you sell HomeoPet products solely to end user consumers and not to persons or entities who intend to resell HomeoPet products. In addition, you may not market for sale or ship HomeoPet products outside of the United States without our prior written consent.
- **No Sales On Your Own Proprietary Website Without Registration:** If you are interested in selling our products on your own, proprietary website (e.g., www.RetailerABC.com), please visit <https://www.homeopet.com/retailer-website-registration> to complete the website registration process. If you do not register your website with HomeoPet, your online sales of our products on your own website are not permitted.
- **No Online Marketplace Sales:** *You are prohibited from selling HomeoPet products as a third-party seller on online marketplaces (including, but not limited to, Amazon, eBay, and Walmart Marketplace).* Our rules regarding online sales will be strictly enforced. To the extent you are presently selling our products on any online marketplaces, please promptly remove listings of HomeoPet products.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase HomeoPet products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of HomeoPet products until they reach consumers.

Finally, HomeoPet has a unilateral Minimum Advertised Price Policy (“MAP Policy”), which applies to all authorized sellers of HomeoPet products in the United States. A copy of the MAP Policy, which will be effective on July 1, 2022. The MAP Policy is accessible at <https://www.homeopet.com/map-schedule/> and is attached for your review and reference. If you have any questions about the MAP Policy, please reach out to MAP@homeopet.com.

Thank you for your careful attention to the Authorized Retailer Policy and for your continued support of HomeoPet L.L.C. and the HomeoPet brands. You can access an electronic copy of all of these materials at <https://www.homeopet.com/brandprotection>.

Please direct any questions regarding the Authorized Seller Program or the attached documents to your sales representative or ASP@homeopet.com.

Sincerely,

HomeoPet L.L.C.



HOMEOPET L.L.C. AUTHORIZED RETAILER POLICY FOR THE UNITED STATES

Effective Date: July 1, 2022

This HomeoPet L.L.C. Authorized Retailer Policy for the United States ("Retailer Policy") is issued by HomeoPet L.L.C. ("HomeoPet") and applies to Authorized Retailers of HomeoPet products ("Product(s)") in the United States of America. By purchasing Products from HomeoPet or an Authorized HomeoPet Distributor of the Products for retail sale, you ("Retailer" or "you") agree to adhere to the following terms. Until such status is otherwise revoked by HomeoPet in HomeoPet's sole and absolute discretion, Retailer shall be considered an "Authorized Retailer." This Retailer Policy supplements any then-current Retailer agreement between you and HomeoPet. HomeoPet 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 to End Users only.** Retailer is authorized to sell Products only to End Users in the United States. 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, ship, or promote the Products outside the United States of America without HomeoPet's prior written consent.

2. **Website Registration Required for Online Sales.**

(a) **Website Registration Required:** Retailer is encouraged to offer for sale and sell Products on or through their own proprietary website disclosed to HomeoPet through the HomeoPet L.L.C. Retailer Website Registration Form ("Form"). Please register your website promptly but in no event later than August 1, 2022! If you would like assistance with this registration process, please call HomeoPet directly at 631-903-4534. This form is available at <https://www.homeopet.com/retailer-website-registration>.

(b) **Online Marketplace Sales Prohibited:** Please note that all online marketplace sales (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are not permitted and are not authorized through the Form. This prohibition is strictly enforced.

(c) The terms of this Retailer Policy supersede any prior agreement between HomeoPet and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by HomeoPet to sell the Products on or through a website, mobile application, or other online forum is revoked.

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 HomeoPet. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business and/or (b) related to the marketing and sale of the Products, including but not limited to, 21 CFR § 211.198. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of HomeoPet or the Products. Retailer shall not advertise Products not carried in inventory. Retailer shall only purchase Products from HomeoPet or HomeoPet's Authorized Distributors.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the HomeoPet L.L.C. Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as HomeoPet may amend from time to time.

5. **Intellectual Property.**

(a) Retailer acknowledges and agrees that HomeoPet owns all proprietary rights in and to the HomeoPet brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual

property related to the Products (the "HomeoPet IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the HomeoPet 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 HomeoPet IP shall inure solely to the benefit of HomeoPet.

(b) Retailer's use of the HomeoPet IP shall be in accordance with any guidelines that may be provided by HomeoPet from time to time and must be commercially reasonable as to the size, placement, and other manners of use. HomeoPet reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the HomeoPet IP at any time, without limitation. In marketing the Products, Retailer shall only use images of Products either supplied by or authorized by HomeoPet and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Retailer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any HomeoPet Product name or trademark, nor a misspelling or confusingly similar variation of any HomeoPet Product name or trademark.

6. **Termination.** HomeoPet 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 HomeoPet Products or has any affiliation whatsoever with HomeoPet; and (iii) using all HomeoPet IP.

7. **Modification.** HomeoPet 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 HomeoPet IP, or use of any other information or materials provided by HomeoPet to Retailer will be deemed Retailer's acceptance of the amendments.

EXHIBIT A**HOMEOPET L.L.C.****PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by HomeoPet regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. 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 HomeoPet's prior written consent.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
4. Do not resell any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to HomeoPet at sales@homeopet.com.
6. Manage inventory on a "first-in, first-out" (FIFO) basis, with older inventory being sold before newer inventory of the same Product. Destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by HomeoPet and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Should you be unable to answer any questions, direct the customer to info@homeopet.com. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own. Any drop-ship arrangement must be approved in writing by HomeoPet.
9. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by HomeoPet. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. HomeoPet reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to HomeoPet is required. Cooperate with HomeoPet in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with HomeoPet with respect to any Product tracking systems that may be implemented from time to time.
11. Cooperate with HomeoPet with respect to any Product recall or other consumer safety information dissemination efforts.
12. Implement commercially reasonable loss prevention and anti-diversion measures.
13. Report to HomeoPet any customer complaint or adverse claim or event regarding the Products and assist HomeoPet in investigating any such complaints or adverse claims or events.

14. Cooperate with HomeoPet 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.



HOMEOPET L.L.C. UNITED STATES OF AMERICA
MINIMUM ADVERTISED PRICE POLICY
Effective Date: July 1, 2022

1. Purpose

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of HomeoPet L.L.C. (“HomeoPet”) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brands, we are implementing this unilateral *United States of America Minimum Advertised Price Policy* (“Policy”), which applies to all authorized sellers (“Sellers”) of our products advertising to end user consumers in the United States. This Policy is effective July 1, 2022 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

2. Covered Products

This Policy applies to advertisements of our products listed on the HomeoPet MAP Schedule (“Covered Products”), the current version of which is available at www.homeopet.com/map-schedule. The MAP Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current MAP Schedule, but we will work to promptly notify Sellers when updates are made to it.

3. The Minimum Advertised Price

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

4. Advertising and Advertisements

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- outdoor signage
- websites
- blogs
- social media
- affiliate marketing networks/comparison shopping engines
- seller-initiated text messages or emails to customers or prospective customers
- mobile/smart phone applications
- banner ads
- online product ads
- paid search ads
- pay-per-click ads
- display ads
- mobile ads
- product listing ads
- sponsored links
- ads in any other media in a digital format that is conveyed via the Internet
- any other marketing or promotional materials, whether displayed online, through broadcast, or other media

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location; and
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller’s own website.

5. Policy Violations and Permissible Promotions

Advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- B. Bundling Covered Products with other products or services (whether made by or provided by HomeoPet or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product(s);
- C. Strikeouts or strikethroughs of advertised pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage;
- D. Permitting any third-party to alter the advertised price for any Covered Product; and
- E. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- F. Customer-Initiated Solicitations for Price: That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.
- G. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- H. Seller Credit Card: Offering promotions or discounts applicable to substantially all products sold by the Seller in connection with an end user consumer's use of store-branded credit or debit card(s).
- I. Subscriptions: “Subscribe and Save,” “Auto-ship and Save,” “Repeat Delivery,” or other subscription or auto-replenishment loyalty discount programs which result in a Covered Product being advertised at a price lower than the MAP, provided that such programs do not advertise a discount of more than five percent (5%) below the Covered Product's MAP;
- J. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (2) does not specifically refer to HomeoPet, its brands, or the Covered Products; (3) does not result in an advertised price of more than twenty-five percent (25%) below the Covered Product's MAP; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.
- K. Non-Instantaneous Loyalty Rebate: Consumer loyalty programs that reward purchasers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate; and
- L. Loyalty Points: The accrual and application of “points” or other things of value (“Loyalty Points”) in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller.

6. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between HomeoPet and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

7. MAP Holidays

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

8. Noncompliance

We will take the following actions against any Seller that does not comply with this Policy:

First Violation: Written warning.

Second Violation: Written warning and a 30 day shipping hold. This means that we or our Authorized Distributors will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 30 day period.

Third Violation: Termination of business relationship and revocation of “authorized” status. We or our Authorized Distributors will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an “authorized” Seller of our products.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

Although we are not directing any Seller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the Seller.

9. Policy Administration

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller’s compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at MAP@homeopet.com. We will not accept any other form of communication from Sellers regarding this Policy.