



## WELLNESS PET COMPANY AUTHORIZED RESELLER POLICY FOR CANADA

Effective Date: 05/01/2024

This Wellness Pet Company Authorized Reseller Policy for Canada ("Reseller Policy") is issued by Wellness Pet Company together with its affiliates, (collectively, "Wellness Pet") and applies to Authorized Resellers of Wellness Pet's Wellness® (including the CORE® product lines), Whimzees®, Old Mother Hubbard®, Holistic Select®, Sojos®, and Eagle Pack® branded products ("Product(s)") in Canada. By purchasing Products from Wellness Pet or an Authorized Wellness Pet Distributor of the Products for retail sale, you ("Reseller") agree to adhere to the following terms. Until such status is otherwise revoked by Wellness Pet in its sole and absolute discretion, Reseller shall be considered an "Authorized Reseller." This Reseller Policy supplements any then-current reseller agreement between you and Wellness Pet. Wellness Pet may review Reseller's activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in Canada. An "End User" is any purchaser of the Products who is purchasing the Products for consumption by a pet, 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, ship, or promote the Products outside of Canada without Wellness Pet's prior written consent.

2. **Online Sales.**

(a) **Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Google Shopping, Walmart Marketplace), mobile application, or other online forum without the prior written consent of Wellness Pet.**

(b) If Reseller wishes to apply for permission to sell online through Reseller's own website or mobile application that: (i) is operated by Reseller in Reseller's legal name or registered business name or trade name; (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Google Shopping, and Walmart Marketplace); and (iii) is operated in compliance with the terms and conditions set forth in the Wellness Pet Company Online Sales Guidelines, attached as Exhibit A, as Wellness Pet may amend from time to time, then Reseller shall complete and submit the Wellness Pet Company Authorized Reseller Website Application found by clicking the "Authorized Reseller Website Application" link at [www.Wellnesspet.com](http://www.Wellnesspet.com). Websites or mobile applications authorized by Wellness Pet through this application process shall be referred to as "Permissible Public Website(s)."

(c) Please note that submission of the Authorized Reseller Website Application does not authorize Applicant to sell Products on the requested website(s), and that Wellness Pet has no obligation to accept Reseller's request to sell Products on any or all of the requested website(s). Please further note that sales on third-party online marketplaces are not authorized through this application process.

(d) Wellness Pet reserves the right to terminate, at any time and in its sole discretion, its approval for Reseller to market and sell Products on the Permissible Public Websites, and Reseller must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination.

(e) Please note that if the Reseller has previously obtained formal approval in writing from Wellness Pet to sell on its own proprietary website, Reseller need not re-apply for permission to sell on that website.

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 Wellness Pet. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller's business and/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 Wellness Pet or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Wellness Pet Company Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Wellness Pet may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Wellness Pet or its licensors own all proprietary rights in and to the Product brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Wellness Pet IP"). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Wellness Pet IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Wellness Pet IP shall inure solely to the benefit of Wellness Pet or its licensors.

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

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Wellness Pet Product name, or any trademark owned by or licensed to Wellness Pet

(d) , nor a misspelling or confusingly similar variation of any Wellness Pet Product name or any trademark owned by or licensed to Wellness Pet.

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

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

8. **Language.** The parties hereto confirm that it is their wish that this policy as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette politique de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

**EXHIBIT A**

**WELLNESS PET COMPANY ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Wellness Pet or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered business name or trade 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 sent at the time of purchase.
3. At Wellness Pet'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) regarding the Products to Wellness Pet for review upon request. All such copies of information provided to Wellness Pet shall be clear of any personally identifiable information relating to consumers prior to transmission. Retailer agrees to cooperate with Wellness Pet 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 personally identifiable information about its customers to Wellness Pet.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, anti-spam, and data security laws, regulations and industry standards, including, but not limited to, the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c. 5 and similar provincial privacy legislation, Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("CASL") and the Payment Card Industry Data Security Standard ("PCI DSS"), including, without limitation, all notice, consent and unsubscribe obligations thereunder. Retailer shall maintain and make available on the Permissible Public Websites detailed privacy policies that accurately describe its personal information practices and will remain in compliance with its privacy policies and the requirements of any contract to which it is a party. So long as Retailer retains authorization to sell Products on the Permissible Public Websites, Retailer will maintain a comprehensive written information security governance program, which will include reasonable and appropriate physical, administrative and technological controls designed to prevent the unauthorized access to, use, disclosure, destruction, or loss of personal information in Retailer's custody and control. Retailer will not send or cause or permit to be sent any commercial electronic messages or install or cause to be installed any mobile applications or other computer programs, as such terms are defined under CASL, on behalf of Wellness Pet. Retailer will solely be responsible for all commercial electronic messages sent in connection with this Policy.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

**EXHIBIT B**

**WELLNESS PET COMPANY PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Wellness Pet 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. Do not store or ship Products in a manner that would cause crushing, puncture, or similar damage to the Products or the Products' packaging.
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.
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 serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.
4. Do not resell any Product that has been returned.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, improper storage or shipping, 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 Wellness Pet at [info@wellnesspet.com](mailto:info@wellnesspet.com).
6. To ensure freshness, make reasonable efforts to manage inventory in a "first-in, first-out" manner, with older inventory being sold before newer inventory of the same Product. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or would expire within thirty (30) days. Destroy or dispose of Products that are expired or would expire within thirty (30) days in accordance with instructions provided by Wellness Pet 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 features and selection 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 the sale of the Products and respond to customer inquiries promptly.
8. Except for a drop-shipment arrangement with Wellness Pet whereby Wellness Pet or a Wellness Pet - approved third-party ships Products on your behalf to customers who order Products, under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own.
9. Ensure that any third-party logistics provider engaged to store inventory of and/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 Wellness Pet. 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. Wellness Pet reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Wellness Pet is required. Cooperate with Wellness Pet in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with Wellness Pet with respect to any Product tracking systems that may be implemented from time to time. Additionally, maintain in Canada such documents and records (and for such period of time) as may be required by applicable law to ensure that Products may be traced in the event of a Product recall or safety incident.
11. If any regulatory authority issues a recall or takes similar action in connection with the Products, or if Wellness Pet determines that an event, incident or circumstances has occurred which requires a recall or market withdrawal of the Products, Wellness Pet shall advise you. Wellness Pet shall have the right to control and manage any Product recall. Cooperate fully with Wellness Pet in the event of a Product recall or any consumer safety information dissemination efforts. Provide Wellness Pet with information regarding sales of the Products when requested by Wellness Pet, at no charge, and in the case of information requested in connection with a recall of any Product within twenty-four (24) hours. In the event of a recall, pay all costs and expenses you incur

resulting from such recall and to the extent that the recall arises out of or results from your negligence, you shall also be responsible for the expenses and costs incurred by Wellness Pet in respect of such recall.

12. Promptly report to Wellness Pet (within 48 hours or such shorter period as may be required by applicable law) any customer complaint or adverse claim regarding the Products of which you become aware. In the event the customer complaint or adverse claim relates to an incident or occurrence that resulted or may reasonably have been expected to result in serious injury to an individual or serious adverse effect on an individual's health (including, without limitation, if such complaint or adverse claim relates to incorrect or insufficient labelling instructions or the lack of a label or instructions), immediately report such complaint or adverse claim to Wellness Pet. Cooperate fully with Wellness Pet and assist Wellness Pet in investigating all complaints or adverse claims regarding the Products. As between you and Wellness Pet, Wellness Pet shall have the sole authority to correspond with regulatory authorities with respect to complaints or adverse claims regarding the Products.

13. Cooperate with Wellness Pet 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.