



Dear Retailer:

At FoodScience, LLC (“FoodScience”), we are committed to you—the retail partners that have helped our company become a leader in the human and animal health industry. To protect our brands and the integrity of our authorized distribution channels, FoodScience is announcing and implementing an Authorized Reseller Program for its VetriScience Laboratories and Pet Naturals brands, effective November 1, 2019.

Your obligations under our new Authorized Reseller Program are outlined in the attached **FoodScience, LLC Authorized Retailer Policy**. Among other benefits, our Authorized Reseller Program will ensure that all sellers of VetriScience Laboratories and Pet Naturals products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Reseller Program will assist us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products. The key features are noted below:

- **Where and To Whom You May Sell VetriScience Laboratories and Pet Naturals Products:** Pursuant to the Authorized Retailer Policy, you are only permitted to sell VetriScience Laboratories and Pet Naturals products to end users—the ultimate user of the product. You are prohibited from selling VetriScience Laboratories and Pet Naturals products to any person or entity for purposes of resale. In addition, you may not market, sell, or ship the VetriScience Laboratories or Pet Naturals products outside of the United States without our prior written consent. **You are strictly prohibited from advertising or selling VetriScience Laboratories Pro Line products.**
- **Online Sales:** **You are only permitted to sell VetriScience Laboratories Non-Pro Line products and Pet Naturals products on your own proprietary website in accordance with FoodScience’s Online Sales Guidelines.** You are prohibited from selling the products on any other website, including as a third-party seller on marketplace websites (such as Amazon or Walmart Marketplace) without our prior written consent. This restriction will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase VetriScience Laboratories and Pet Naturals products have the best experience possible, the Authorized Retailer Policy provides certain steps you must take to maintain the quality of VetriScience Laboratories and Pet Naturals products. The Authorized Retailer Policy also outlines our expectations for the service you will provide to your customers.

Thank you for your careful attention to the Authorized Retailer Policy and for your continued support of the FoodScience brands. Please direct any questions about the Authorized Reseller Program, or the attached documents, to [sphillips@foodsciencecorp.com](mailto:sphillips@foodsciencecorp.com).

Sincerely,

FoodScience, LLC



**FOODSCIENCE, LLC**  
**AUTHORIZED RETAILER POLICY**  
**Effective Date: November 1, 2019**

This FoodScience, LLC Authorized Retailer Policy (“Retailer Policy”) is issued by FoodScience, LLC (“FoodScience”) and applies to Authorized Retailers of VetriScience Laboratories and Pet Naturals products (“Product(s)”) in the United States of America. By purchasing Products from FoodScience for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and FoodScience. Until such status is otherwise revoked by FoodScience, in FoodScience’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. FoodScience 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 only authorized to sell Products to End Users. An “End User” is a 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 without FoodScience’s prior written consent.
2. **Online Sales.** Retailer is authorized to advertise and sell Products through a Permissible Public Website in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:
  - (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
  - (ii) conspicuously states Retailer’s legal name, mailing address, telephone number, and email address;
  - (iii) does not give the appearance that it is operated by FoodScience or any third party; and
  - (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as FoodScience may amend from time to time.

**Retailer shall not advertise or sell Products on or through any website, online marketplace (including but not limited to Amazon), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of FoodScience.** FoodScience 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 FoodScience 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 FoodScience. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing 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 FoodScience.
4. **Product Care, Customer Service, and Other Quality Controls.**
  - (a) Retailer shall comply with all instructions provided by FoodScience regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Retailer shall store Products in a cool, dry place, away from direct sunlight.
  - (b) Retailer shall 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. Retailer shall not remove, translate, or modify the contents of any label or literature on or

accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not alter Products.

(c) Retailer shall not sell any Product that has been returned opened or repackaged.

(d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to FoodScience at sstamand@foodsciencecorp.com.

(e) Retailer shall inspect its inventory regularly for expired or soon-to-be expired Products. Retailer shall not sell any Products that are expired or within 180 days of expiration. Retailer shall destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by FoodScience.

(f) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(g) Retailer shall cooperate with FoodScience with respect to any Product tracking systems that may be implemented from time to time.

(h) Retailer shall cooperate with FoodScience with respect to any Product recall or other consumer safety information dissemination efforts.

(i) Retailer shall immediately report to FoodScience any customer complaint or adverse claim/reaction regarding the Products of which it becomes aware. Retailer shall assist FoodScience in investigating any such complaints or adverse claims/reactions.

(j) Retailer shall cooperate with FoodScience in the investigation and resolution of any quality or customer service issues related to Retailer’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Retailer acknowledges and agrees that FoodScience owns all proprietary rights in and to the FoodScience, VetriScience Laboratories, and Pet Naturals brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “FoodScience IP”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the FoodScience 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 FoodScience IP shall inure solely to the benefit of FoodScience. Retailer’s use of the FoodScience IP shall be in accordance with any guidelines that may be provided by FoodScience from time to time (“Brand Guidelines”) and must be commercially reasonable as to the size, placement, and other manners of use. FoodScience reserves the right to review and approve, in its sole discretion, Retailer’s use or intended use of the FoodScience IP at any time, without limitation. Retailer shall not create, register, or use any domain name or any mobile application that contains any FoodScience product name or any trademark owned by FoodScience, nor a misspelling or confusingly similar variation of any FoodScience product name or any trademark owned by FoodScience.

6. **Termination.** If Retailer violates this Retailer Policy, FoodScience 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 FoodScience Products or has any affiliation whatsoever with FoodScience; and (iii) using all FoodScience IP.

7. **Modification.** FoodScience reserves the right to update, amend, or modify this Retailer Policy with written or electronic notice. 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 FoodScience IP, or use of any other

information or materials provided by FoodScience to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality**. This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of FoodScience 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 FoodScience.

**EXHIBIT A**  
**FOODSCIENCE, LLC ONLINE SALES GUIDELINES**

Retailer's approval to sell the Products on a Permissible Public Website is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Website must not give the appearance that it is operated by FoodScience or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Website and must be included with any shipment of Products from the Permissible Public Website.
3. At FoodScience's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Website.
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 FoodScience for review upon request. Retailer agrees to cooperate with FoodScience 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.
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 all fulfillment to its customers who order Products through the Permissible Public Website, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by FoodScience in writing, Retailer shall not use any third-party fulfillment service to store Product inventory. 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 Website, Retailer shall only use images of Products either supplied by or authorized by FoodScience and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.



**FOODSCIENCE, LLC**  
**UNITED STATES MINIMUM ADVERTISED PRICE POLICY**  
**(Effective Date: November 1, 2019)**

FoodScience, LLC (“FoodScience”) has determined that certain advertising practices undermine FoodScience’s reputation, VetriScience and Pet Naturals brands, and premium image within the target consumer population and discourage FoodScience’s sellers from investing in the FoodScience product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the FoodScience VetriScience and Pet Naturals brands, FoodScience has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized sellers of FoodScience products in the United States of America of the Covered Products (as defined below).

**Products Subject to MAP Policy**

The Policy applies to advertisements of the FoodScience products listed on the FoodScience MAP Schedule (“Covered Product(s)”). The FoodScience MAP Schedule will be made available to all sellers and may be amended by FoodScience in its sole discretion at any time.

**The Minimum Advertised Price**

FoodScience is solely responsible for (1) establishing the minimum advertised price (“MAP”) for each Covered Product and (2) communicating the MAP to all sellers. While sellers remain free to advertise and sell all FoodScience 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.

**Advertising and Advertisements**

The terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to:

- newspapers
- catalogs
- magazines
- flyers
- brochures
- television
- radio ads
- billboards
- signage (except signs displayed within a brick-and-mortar selling location)
- 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 communicated or conveyed via the internet
- any other marketing or promotional materials, whether displayed online or through broadcast or other media.



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

- signage displayed within a brick-and-mortar selling location;
- 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); 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.

### **What Constitutes a Policy Violation**

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

- Offering coupons, discounts, seller rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- Bundling Covered Products with other products or services (whether made by or provided by FoodScience or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.
- Permitting any third party to alter the advertised price for any Covered Product.

*Direct or indirect attempts to circumvent this Policy also violate this Policy.*

It is not a violation to advertise:

- 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.
- Free or reduced-price shipping, as long as such offer applies to all or almost all other products offered by a seller in the same product category.

Please note that pricing information in the “shopping cart” or “checkout” stages 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.

### **MAP Holidays and Promotions**

FoodScience may announce MAP holidays or promotions that are applicable to all sellers, during which periods a seller that advertises a Covered Product in accordance with the terms of the authorized promotion

will not be deemed to have violated the Policy. FoodScience will notify all sellers of any such authorized promotions, generally not fewer than 30 days in advance.

**This Policy Is Not an Agreement and Is Non-Negotiable**

**This Policy does not constitute an agreement between FoodScience and any other entity.** FoodScience does not solicit and will not accept any assurance of compliance with this Policy from any seller or other party. Each seller must independently choose whether to comply with the terms of this Policy. **This Policy is not negotiable and will not be altered for any individual seller.**

**Non-Compliance**

FoodScience will take the following actions against any seller that fails to comply with this Policy:

- i. **First Violation:** FoodScience will notify the seller in writing of such failure.
- ii. **Second Violation:** FoodScience will notify the seller in writing of such failure and will immediately place the seller's account on shipping hold for thirty (30) days for the Covered Products at issue. FoodScience will revoke its acceptance of any pending orders of Covered Product at issue, cancel any pending shipments of Covered Product at issue, and not accept any new orders of Covered Product at issue from the seller during this 30-day period.
- iii. **Third Violation:** FoodScience will notify the seller in writing of such failure and will immediately place the seller's account on shipping hold for one hundred and twenty (120) days for the Covered Products at issue. FoodScience will revoke its acceptance of any pending order of each Covered Product at issue, cancel any pending shipments of Covered Product at issue, and not accept any new order of Covered Product at issue from the seller during this 120-day period.
- iv. **Fourth Violation:** FoodScience will revoke its acceptance of any pending orders of the Covered Product at issue and cancel any pending shipments of the Covered Products at issue. FoodScience will revoke the seller's ability to purchase the Covered Product at issue.

Although FoodScience is 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. The Policy will be enforced by FoodScience in its sole discretion and without notice. Sellers have no right to enforce the Policy.

**Policy Administration**

FoodScience may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. FoodScience shall make any such modifications available to all authorized sellers. If FoodScience changes the MAP on any Covered Product, it will provide at least 30 days' notice to sellers before such change takes effect. FoodScience reserves its right to discontinue selling any Covered Product in its sole discretion, at any time, with or without notice.

No FoodScience employee or agent, including a seller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any seller, including that seller's or any other seller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing



and directed to FoodScience's MAP Policy Administrator at [FSPolicyComm@FoodScienceCorp.com](mailto:FSPolicyComm@FoodScienceCorp.com). FoodScience will accept no other form of communication from sellers regarding the Policy.

This Policy is effective November 1, 2019 and supersedes all prior FoodScience policies and/or representations regarding minimum advertised prices or resale prices for FoodScience products applicable to any seller. To the extent that any provision, term, or agreement governing the relationship between FoodScience and any seller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.