

## **Requirements for Authorized Wholesalers of Benebone Products**

Benebone partners only with select, authorized wholesalers and distributors (each an “Authorized Wholesaler”) that Benebone permits to sell Benebone products to pet specialty retailers. To qualify for acceptance as a non-exclusive Authorized Wholesaler, your business must meet at least the requirements set forth below and you must receive Benebone’s express, written authorization to be an Authorized Wholesaler. Even if Benebone approves you to be an Authorized Wholesaler, Benebone may revoke such authorization (or suspend your status) at any time and for any reason, including, but not limited to your failure to meet or continue to maintain your business in compliance with the requirements set forth below. In addition, Benebone does not grant any exclusivity (as to geography, customers, channels, or otherwise) to any Authorized Wholesaler.

### **1. Authorized Wholesalers Must Maintain Current Business Information and Disclose All Locations that Carry Benebone**

Authorized Wholesalers must maintain and disclose to Benebone accurate and up-to-date company information and disclose all retail and other locations that store, stock, or hold or sell inventory of Benebone throughout the term of your reseller relationship with Benebone. Such facilities must comply with any sanitation, safety, or audit standards that Benebone may issue from time to time. Benebone may inspect such facilities, during reasonable business hours and upon 5 business days’ notice. Each Authorized Wholesaler must disclose to Benebone all names under which such Authorized Wholesaler conducts business, and in what jurisdictions. In addition, each Authorized Wholesaler must disclose to Benebone all social media handles, domain names, and account names utilized to promote Authorized Wholesaler’s business or any of the Benebone products that Authorized Wholesaler promotes or sells.

### **2. Authorized Wholesalers Must Provide Benebone with Sell Through Reporting and Other Information**

Authorized Wholesalers must provide sales reports to Benebone by SKU and by purchaser (*e.g.*, each retailer that purchases Benebone products from you) at least quarterly. Benebone may require Authorized Wholesalers to disclose the identity of their customers, the types and quantities of Benebone products purchased by such customers, and other reasonable information, from time to time.

### **3. Authorized Wholesalers Must Limit Use of Benebone’s Name and Trademarks**

Authorized Wholesalers must comply with Benebone’s Trademark & Brand Policy, as Benebone may update such Policy from time to time, and each Authorized Wholesaler must represent itself as a Benebone Authorized Reseller in all online advertising and sales collateral.

Authorized Wholesalers may not conduct business using Benebone’s name or set up business entities, dba designations, domain names, or social media accounts that utilize any part of Benebone’s name or any part of any of Benebone’s trademarks or any name or trademark that is confusingly similar.

### **4. Authorized Wholesalers May Sell Only to Authorized Resellers**

Benebone relies upon its Authorized Wholesalers to maintain supply chain integrity, which is critical to maintaining the value of Benebone's products in the marketplace. Authorized Wholesalers must not sell products to any party that Authorized Wholesaler knows, has been advised, or has other reason to suspect or believe that such party will introduce the products for resale into any unauthorized channel or who will attempt to export the products from the United States or the country in which Authorized Wholesaler conducts business.

Authorized Wholesalers may only sell Benebone products to e-commerce resellers after receiving written confirmation from Benebone that the E-Commerce Reseller is a Benebone Authorized Reseller.

Authorized Wholesalers should vigilantly watch for signs that a purchaser may be diverting products, whether by exporting Benebone products or by selling such products through unauthorized channels, such as e-commerce. For example, Authorized Wholesalers should recognize that small, local, independent pet stores should sell only a limited amount of Benebone products and should not accept or fill excessive orders from such parties. Authorized Wholesalers should not permit any purchaser to order or buy a quantity of Benebone products that suggests that the purchaser intends to resell the products in a manner that Benebone does not authorize, which includes, but is not limited to, the sale of products via any third party e-commerce platform, such as eBay, Amazon, Wal-Mart, Alibaba, etc., via drop-ship accounts such as Buyu.com, Newegg.com, Overstock.com, etc., classified sites such as Craigslist.org, Facebook Marketplace, etc., or via direct messages on forums.

#### **5. Authorized Wholesalers Must Direct Purchasers to Benebone's MAP Policy**

To deter and prevent unauthorized distribution of Benebone's products and to maintain the value of the Benebone trademarks and brands, Benebone has established and maintains a Minimum Advertise Price Policy ("MAP Policy"). Authorized Wholesalers must ensure that each purchaser of Benebone products receives a written copy of the MAP Policy or written instructions to access such MAP Policy on Benebone's website.

#### **6. Authorized Wholesalers May Not Repackage Benebone Products**

Authorized Resellers may only sell Benebone products in their original packaging and may not repackage any Benebone products.

#### **7. Authorized Wholesalers Must Obey the Law, Abide by Benebone's Policies, and Serve Customer Needs**

Each Authorized Wholesaler must comply with all applicable laws, rules, regulations and policies related to advertising, sale, and marketing of Benebone products. No Authorized Wholesaler may use any claims or other information that Benebone does not provide or specifically authorize in writing to promote, advertise, sell, or distribute any Benebone product. Authorized Wholesaler may promote Benebone products only in the form and manner that Benebone may authorize from time to time.

Each Authorized Wholesaler must provide a level of sales support and customer satisfaction that is considered best-in-class. Each Authorized Wholesaler must answer customer inquiries via email within 24 hours and resolve customer issues in a reasonable amount of time.

Authorized Wholesalers must promptly provide Benebone with such information as Benebone may request concerning customer complaints about Benebone products or Authorized Wholesaler's sale of Benebone products.

#### **8. Authorized Wholesalers Must Review These Requirements at Least Quarterly**

Each Authorized Wholesaler must review these requirements from time to time, and at least quarterly, as they are subject to change from time to time and without notice. Each Authorized Wholesaler must promptly and fully comply with any changes to these requirements, since failure to do so is grounds for Benebone to revoke an Authorized Wholesaler's permission to be an Authorized Reseller of Benebone's products and/or for Benebone to cancel or refuse to accept any purchase order.

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**Benebone's authorization to serve as an Authorized Wholesaler does not constitute a representation, warranty, or guarantee of any kind. By accepting you as an Authorized Wholesaler, Benebone does not guarantee that it will accept or will continue to accept any purchase order. Benebone may cancel or refuse to fulfill any purchase order, at any time, and for any reason.**

**By becoming an Authorized Wholesaler, you are not required to purchase or resell Benebone's products and you can stop purchasing or selling Benebone products at any time. By purchasing Benebone products, you acknowledge and agree that you will not be an agent, joint venturer, franchisee, or employee of Benebone and you will not hold yourself out as one, nor may you act for or bind Benebone in any way. These Authorized Wholesaler Requirements supplement any other agreement or terms and conditions between you and Benebone.**