

Requirements for E-Commerce Resellers of Benebone Products

Benebone partners only with select, authorized e-commerce resellers (each an “E-Commerce Reseller”) to market, promote, and sell Benebone products directly to consumers via online websites. To qualify for acceptance as an E-Commerce Reseller, your business must meet at least the requirements set forth below and you must receive Benebone’s express, written authorization to be an E-Commerce Reseller. Even if Benebone approves you to be an E-Commerce Reseller, 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.

1. E-Commerce Resellers May Sell Benebone Products Only via Approved Retail Websites

An E-Commerce Reseller must only take orders via publicly accessible e-commerce enabled web pages hosted on approved websites that are owned and operated by such E-Commerce Reseller’s company.

That is, Benebone strictly prohibits all third parties and E-Commerce Resellers from engaging in the promotion, advertisement, or sale of any products via third party websites 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.

2. E-Commerce Resellers Must Strictly Adhere to Benebone’s Minimum Advertised Price Policy

In order to maintain its brand status and to protect its key retail partners, Benebone has established a Minimum Advertised Price Policy (“MAP Policy”) for all channels, including e-commerce. The Policy can be found in its entirety here:

<http://www.benebone.com/Map>

By participating in Benebone’s E-Commerce Reseller program, each E-Commerce Reseller agrees to keep its pricing up to date by reviewing the MAP Policy and Benebone’s current manufacturer suggested retail prices (MSRPs) at least monthly.

3. E-Commerce Resellers Must Strictly Adhere to Benebone’s E-Commerce Listing Guidelines

Benebone has guidelines for displaying its brand, trademarks, and copies of product labels or photos of products. In addition, to protect the interests of Benebone, each E-Commerce Reseller, and the consumers that purchase Benebone’s products (and their pets), it is imperative that E-Commerce Resellers understand the risks of Benebone products and provide consumers with adequate instructions for safe use and warnings prior to product purchase, since doing so enables a consumer to select the right products.

Benebone requires that each E-Commerce Reseller use only and use all of the appropriate text, warnings, and images found here:

<http://www.benebone.com/Ecommerce>

By participating in Benebone's E-Commerce Reseller program, each E-Commerce Reseller agrees to review all text, warnings and images at least monthly and to immediately implement such updates as may then be required by Benebone. You may not add to, change, or refrain from using any of Benebone's required images and text.

4. E-Commerce Resellers Must Limit Use of Benebone's Names and Trademarks

E-Commerce Resellers must comply with Benebone's Trademark & Brand Policy, as Benebone may update such Policy from time to time, and each E-Commerce Reseller must represent itself as an a Benebone Authorized Reseller in all online advertising and sales collateral.

E-Commerce Resellers 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.

5. E-Commerce Resellers Must Sell to Retail Customers Only

Benebone relies upon its E-Commerce Resellers to maintain supply chain integrity, which is critical to maintaining the value of Benebone's products in the marketplace. E-Commerce Resellers must use their best efforts to ensure that only consumers purchase the products. Benebone does not permit any E-Commerce Reseller to sell, convey, or otherwise distribute products to any business-to-business (B2B) account, wholesaler, distributor, freight forwarder, retailer, drop-shipper, or other third party that does not intend to utilize the products and who may instead further distribute or resell any Product. E-Commerce Resellers' best efforts must include, but will not be limited to the following:

- E-Commerce Reseller should not permit any purchaser to order or buy a quantity of Benebone products that suggests that the purchaser intends to resell the products or that the purchaser will not use the products for such purchaser's own account;
- E-Commerce Reseller should not permit any business (non-individual) to purchase Benebone products; and
- E-Commerce Reseller should adhere to the MAP Policy.

6. E-Commerce Resellers Must Only Purchase Benebone Products from Benebone or its Authorized Wholesalers

E-Commerce Resellers should only purchase Benebone products only from an Authorized Wholesaler or from Benebone directly, for larger bulk orders. For an Authorized Wholesaler in your area, contact info@benebone.com. E-Commerce Resellers should be aware that products that are not supplied to E-Commerce Reseller by Benebone or by an Authorized Wholesaler may be damaged (for example, stored in conditions that might compromise product integrity), counterfeit, or otherwise out of compliance with Benebone's rigorous quality and safety standards and that the purchase of such products may void any warranty that Benebone might offer from time to time.

7. E-Commerce Resellers Must Only Sell Benebone Products in New Condition in Original Packaging, and Unbundled

Benebone does not permit any party, including E-Commerce Resellers, to sell unpackaged or used merchandise. E-Commerce Resellers are not permitted to repackage Benebone products or to bundle Benebone products (whether with other Benebone products or a third party's products) without Benebone's prior written consent.

8. E-Commerce Resellers Must Maintain an Updated Privacy Policy

Each E-Commerce Reseller must publish and maintain a publicly accessible privacy policy.

9. E-Commerce Resellers Must Obey the Law, Abide by Benebone's Policies, and Serve Customer Needs

Each E-Commerce Reseller must comply with all applicable laws, rules, regulations and policies related to advertising, sale, and marketing of Benebone products. No E-Commerce Reseller 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. E-Commerce Resellers may promote Benebone products only in the form and manner that Benebone may authorize from time to time.

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

E-Commerce Resellers must promptly provide Benebone with such information as Benebone may request concerning consumer complaints about Benebone products.

10. E-Commerce Resellers Must Review These Requirements at Least Monthly

Each E-Commerce Reseller must review these requirements at least monthly, as they are subject to change from time to time and without notice. Each E-Commerce Reseller must promptly and fully comply with any changes to these requirements, since failure to do so is grounds for Benebone to revoke an E-Commerce Reseller's permission to participate in the E-Commerce Reseller program.

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Benebone's authorization to serve as an E-Commerce Reseller does not constitute a representation, warranty, or guarantee of any kind. By accepting you as an E-Commerce Reseller, 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 E-Commerce Reseller, 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 E-Commerce Reseller Requirements supplement any other agreement or terms and conditions between you and Benebone.