

VetOne Reseller Policy:

To ensure the safety and satisfaction of consumers who use VetOne products and to protect the integrity of the VetOne brand, MWI Veterinary Supply Co. d/b/a VetOne (“**VetOne**”) has implemented this VetOne Authorized Reseller Policy (this “**Policy**”), which applies to all resellers of VetOne products (the “**Products**”) in the United States. This Policy is effective immediately. By purchasing Products from VetOne or an Authorized VetOne Distributor for resale, you (“**Reseller**”) agree to adhere to the following terms and conditions. Please read these terms carefully.

1. **Manner of Sale.** Reseller may only sell Products as set forth herein. Reseller is authorized to offer and sell Products purchased directly from VetOne or an Authorized VetOne Distributor in accordance with, and solely as permitted by, this Policy. Sales in violation of this Policy are strictly prohibited and may infringe on VetOne’s trademarks and result in VetOne’s immediate revocation of Reseller’s status as an authorized reseller or ability to purchase Products, in addition to other remedies available to VetOne. Products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites and retailers, shall not be eligible for certain VetOne promotions, services, and/or benefits, including, unless prohibited by law, coverage under VetOne’s Product warranties or guarantees.
 - 1.1. Reseller shall sell Products solely to end users of the Products. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
 - 1.2. Reseller shall not sell, ship, invoice, or promote the Products outside the United States without obtaining VetOne’s prior written consent.
 - 1.3. Reseller shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of VetOne. This includes sales to B2B accounts, wholesalers, retailers, e-commerce companies and sites, freight forwarders/drop shippers for other Resellers, or any other person or entity Reseller knows or has reason to know intends to re-sell the Products.
 - 1.4. **Reseller shall not market or offer for sale the Products on any website (other than a website owned, operated and controlled by Reseller) or fulfill Reseller’s sales of Products through any website (other than a website owned, operated and controlled by Reseller) without the prior written consent of VetOne, which is granted solely through execution by VetOne of the Authorized Online Reseller Agreement.** Execution by VetOne of the Authorized Online Reseller Agreement constitutes the only means of providing consent to Reseller to sell the Products online. No VetOne employee or agent may authorize online sales through oral statements, other written agreement, or by any other means. Selling on or through third-party marketplace sites (e.g., Amazon, Walmart Marketplace, eBay, Groupon, Alibaba, Sears Marketplace), drop-ship accounts (e.g., Rakuten.com, Newegg.com, Overstock.com, Jet.com), classified sites (e.g., Craigslist.com, Facebook Marketplace), or via social media or Internet forums is strictly prohibited without the prior written consent of VetOne.
 - 1.5. For purposes of clarity, if Reseller is a veterinarian or a veterinarian or animal hospital, clinic, or practice the Reseller may resell Products in its hospital, clinic or practice or directly on a website owned, operated and controlled by Reseller.

2. **Product Inspection.** Reseller shall inspect Products upon receipt and during storage for damage, defect, evidence of tampering, or other non-conformance. Reseller must also confirm that product seals have not been broken. If any defect is identified, Reseller must not administer or offer the Product for sale and must report the defect to VetOne. Furthermore, Reseller shall inspect inventory regularly for expired or soon-to-be expired Products and shall remove those Products from inventory. Reseller shall not administer or sell expired Products.
3. **Product Storage and Handling.** Reseller shall store the Products in accordance with the requirements set forth on the Product label and any additional storage guidelines specified by VetOne or the applicable manufacturer.
4. **Alterations Prohibited.** Reseller shall sell Products in their original packaging, with all seals intact, unless Reseller is administering the Products. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations to the Products or their packaging is prohibited except to the extent required by applicable laws and regulations in connect with the dispensing Products. Reseller is prohibited from tampering with, defacing, or otherwise altering serial numbers, UPC codes, lot or batch codes, or other identifying information on Products or packaging. Removing, translating, or modifying the contents of any label or literature on or accompanying the Products is also prohibited. Reseller shall not advertise, offer for sale, or sell any Products as genuine that in fact are not or falsely or inaccurately represent the features or functionality of any Products.
5. **Recall and Consumer Safety.** To ensure the safety and well-being of the end-users of the Products, Reseller shall communicate all safety information to consumers and to cooperate with VetOne with respect to any Product recall. In addition, Reseller shall immediately report all adverse events and postmarketing safety information related to a Product directly to the manufacturer of the Product or to VetOne. To report an adverse event to VetOne, Reseller should (i) complete and submit the adverse event reporting form at <https://www.mwiah.com/resources/adverse-event-report>; (ii) call 1-800-824-3703; or (iii) email adverseevents@mwianimalhealth.com.
6. **Customer Service.** Reseller must obtain sufficient product knowledge to advise end-user customers on how to use the Products safely and properly. Reseller 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. Reseller must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of VetOne.
7. **Compliance with Applicable Laws.** Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, marketing, administration and dispensing of the Products.
8. **Intellectual Property.** Reseller acknowledges and agrees that VetOne owns all proprietary rights in and to the VetOne brand, name, logo, trademarks, service marks, trade dress and other similar intellectual property related to the Products (the “**VetOne Trademarks**”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the VetOne Trademarks in the U.S. solely for purposes of marketing and selling the Products in Reseller’s authorized channels as set forth herein in full compliance with the terms of this Policy. This license will cease immediately upon termination of Reseller’s status as an authorized reseller. VetOne reserves the right to review, approve, and/or reject,

in its sole discretion, Reseller's use or intended use of the VetOne Trademarks at any time. Reseller's use of the VetOne Trademarks shall be in conformance with any guidelines that may be provided by VetOne and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from Reseller's use of the VetOne Trademarks shall inure solely to the benefit of VetOne.

9. **Termination.** If Reseller violates any terms of this Policy, VetOne reserves the right to terminate Reseller's status as an authorized reseller in addition to all other available remedies. Upon termination of Reseller's status, Reseller shall immediately cease selling the Products, representing itself as an authorized reseller of VetOne Products, and all use of anything that may give the impression that Reseller is an authorized reseller of VetOne Products or has any affiliation whatsoever with VetOne.
10. **Availability of Injunctive Relief.** If there is a breach or threatened breach of paragraphs 1 through 9 of this Policy, it is agreed and understood that VetOne shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Policy. Except as Reseller and VetOne may otherwise agree in writing, no failure, refusal, neglect, delay, waiver, forbearance, or omission by VetOne to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision or otherwise limit VetOne's right to fully enforce any or all provisions and parts thereof.
11. **WARRANTY DISCLAIMER.** VETONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. VETONE SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.
12. **Modification.** VetOne reserves the right to update, amend, or modify this Policy at any time.
13. **Miscellaneous.** This Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho, without regard to its choice of law rules. In the event of a dispute over the terms or performance under the Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Ada County, Idaho. If any provision of this Policy is held contrary to law, the remaining provisions shall remain valid.
14. **MAP.** VetOne has a unilateral Minimum Advertised Price Policy ("**MAP Policy**") that applies to all resellers of the Products located within the United States. This paragraph is intended to inform Reseller of the MAP Policy. It does not constitute consideration for any part of this Policy or any agreement between Reseller and VetOne, and does not separately constitute an agreement between Reseller and VetOne regarding the price Reseller will charge its customers for the Products. VetOne does not seek, nor will it accept, from Reseller any assurance of compliance with the MAP Policy.

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