

**PROUDPET LLC**  
**AUTHORIZED RETAILER TERMS AND CONDITIONS**  
**Effective Date: March 5, 2023**

The PROUDPET LLC (“PROUDPET”) has implemented these PROUDPET LLC Authorized Retailer Terms and Conditions (“Terms”), which apply to retailers of PROUDPET products (“Product(s)”) in the United States of America. By purchasing Products from PROUDPET for retail sale, you (hereinafter “Retailer”) agree to adhere to the following terms. Until such status is otherwise revoked by PROUDPET, in PROUDPET sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. PROUDPET may review Retailer’s activities for compliance with the Terms and Retailer agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Terms of Sale.** Orders for Products (“Purchase Orders”) made by Retailer shall be handled pursuant to PROUDPET’s current ordering and fulfillment procedures, including the Terms and Conditions of Sale attached hereto as Exhibit A, as may be amended by PROUDPET from time to time. PROUDPET reserves the right to reject any Purchase Order, in whole or in part, for any reason. PROUDPET reserves the right, at any time in its sole and absolute discretion and without any obligation, liability or advance notice to Retailer, to discontinue the sale of or limit the production of any Product, to terminate or limit deliveries of any Product, to alter the design or composition of any Product, and to add new Products to or delete existing Products from its product lines.

2. **Authorized Customers.** Retailer is authorized to sell Products solely to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer 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 PROUDPET’s prior written consent.

3. **Online Sales. Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum without the prior written consent of PROUDPET, granted through execution by Retailer and PROUDPET LLC Authorized Online Seller Agreement.** The Terms supersede any prior agreement between PROUDPET and Retailer regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Retailer by PROUDPET to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

4. **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 PROUDPET. 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 PROUDPET.

5. **Product Care, Customer Service, and Other Quality Controls.**

(a) Retailer shall comply with all instructions provided by PROUDPET regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and as may be amended by PROUDPET from time to time.

(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 UPC code, batch or lot code, or other identifying information on

products or their packaging. Retailer shall not alter or dilute Products. Retailer shall not resell any Product that has been returned open or repackaged.

(c) 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 PROUDPET at [info@proudpetpatches.com](mailto:info@proudpetpatches.com)

(d) 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.

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

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

(g) Retailer shall report to PROUDPET any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist PROUDPET in investigating any such complaints or adverse claims.

(h) Retailer shall cooperate with PROUDPET 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.

## **6. Intellectual Property.**

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

(b) Retailer further acknowledges and agrees that all materials published on the PROUDPET website, packaging, and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips, and video clips) are protected by copyrights owned and controlled by PROUDPET or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws, and the selection, coordination, arrangement, and enhancement of such content are protected by copyright. No material from any website owned, operated, licensed, or controlled by PROUDPET, product packaging, or other promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Retailer acknowledges that it does not acquire any ownership rights by downloading, printing, or reproducing any copyrighted material. The use of any such material on any other website or networked computer environment is prohibited.

**7. Termination.** In addition to all other available remedies, if Retailer breaches any of the Terms, PROUDPET reserves the right to terminate the Terms and 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 PROUDPET Products or has any affiliation whatsoever with PROUDPET; and (iii) using all PROUDPET IP.

**8. Warranty Disclaimer.** PROUDPET MAKES NO REPRESENTATION OR WARRANTY TO RETAILER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, PROUDPET HEREBY DISCLAIMS ALL WARRANTIES TO RETAILER, 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. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM ANY AND ALL TRANSACTIONS BETWEEN YOU AND PROUDPET AND SHALL NOT APPLY TO PRODUCTS SOLD BY PROUDPET.

**9. Indemnification.** Except as otherwise provided herein, Retailer shall, and hereby does, indemnify, defend, save and hold harmless, PROUDPET, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Terms by Retailer, or (b) the negligence or willful misconduct of Retailer or its officers, employees, agents or contractors.

**10. Limitation of Liability.** PROUDPET SHALL NOT BE LIABLE TO RETAILER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS. PROUDPET AGGREGATE LIABILITY FOR ANY DAMAGE OR THAT OF ANY THIRD PARTY CAUSED BY ITS PRODUCTS OR OTHERWISE BY IT ACTS OR OMISSIONS, SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE AMOUNT PAYABLE BY RETAILER TO PROUDPET DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

**11. No Liability for Outside Vendors.** PROUDPET shall not be liable for any work performed by any third-party vendor referred by PROUDPET. You hereby waive any right to assert any claim against PROUDPET for work performed by any other third party or vendor, including but not limited to claims for negligent referral, agency, or respondeat superior.

**12. Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2 (Authorized Customers), 3 (Online Sales), 4 (Sales Practices), 5 (Product Care and Quality Controls), 6 (Intellectual Property), or 7 (Termination), it is agreed that PROUDPET will have no adequate remedy in money or other damages at law. Accordingly, PROUDPET shall be entitled to injunctive relief and other equitable remedies; provided, however, no

specification in the Terms 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 the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by PROUDPET to exercise any right(s) herein or to insist upon full compliance by Retailer with Retailer's obligations herein shall constitute a waiver of any provision herein or otherwise limit PROUDPET right to fully enforce any or all provisions and parts thereof.

### 13. **Miscellaneous.**

(a) **Modification.** PROUDPET reserves the right to update, amend, or modify the Terms 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 PROUDPET IP, or use of any other information or materials provided by PROUDPET to Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

(b) **Force Majeure.** Neither Retailer nor PROUDPET shall be liable to the other for delays in performance under these Terms caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms, in whole or in part.

(c) **Severability.** If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid.

(d) **Survival.** The following provisions shall survive the termination of the Terms: Section 6 (Intellectual Property); Section 9 (Indemnification); Section 12(d) (Survival); Section 12(e) (Governing Law and Venue); Section 12(f) (Confidentiality); and Section 12(g) (Waiver of Jury Trial).

(e) **Governing Law and Venue.** The Terms and any dispute arising under them shall be governed by and interpreted under the laws of the State of Connecticut. Retailer expressly submits to the personal jurisdiction and venue in the federal or state courts in Litchfield County, CT in connection with disputes related to or arising out of the Terms, including any claim involving the merchandise of PROUDPET or its affiliates, subsidiaries, employees, contractors, officers, and directors. Retailer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(f) **Confidentiality.** The Terms, their attachments, and PROUDPET's wholesale price lists constitute confidential, proprietary information of PROUDPET and shall not be used for any purpose other than the authorized purchase, advertising, and sale of the Products nor disclosed to any third party without the prior written consent of PROUDPET. Failure to preserve PROUDPET's confidential information will result in the immediate and permanent termination of your Authorized Retailer status. PROUDPET reserves the right to seek compensation for any loss or damages resulting from Retailer's breach of confidentiality.

## EXHIBIT A

### TERMS AND CONDITIONS OF SALE

1. Order Minimums. The minimum original order is 50 units, and must be paid to PROUDPET by credit card, PayPal, Apple Pay, or wire transfer. PROUDPET accepts Visa, MasterCard, American Express, and Discover Card for initial orders. For credit card purchases, 100% of the purchase price will be billed at the time of order. An order will generally be shipped within 7 days of when the order is placed. If more lead time is needed, you will be notified within two (2) business days of your order. The minimum reorder is \$100.00. For reorders, PROUDPET accepts all major credit cards, along with PayPal, ApplePay and wire transfers. COD payments are not accepted. For credit card purchases, 100% of the purchase price will be billed at the time the goods are ready to be shipped.
2. Shipping. Orders will be shipped by PROUDPET via UPS or USPS or FEDEX. PROUDPET will try to accommodate all rush orders. Special orders and backorders will require additional time and can be estimated at the customer's request on a case-by-case basis. Actual shipping time is contingent upon availability of merchandise and credit verification. PROUDPET is not responsible for shipping delays caused by a carrier.
3. Notice of Defects. Retailer is responsible for inspecting the merchandise upon receipt. Retailer shall notify PROUDPET in writing within 72 hours of receipt of the merchandise of any claims for damages relating to the merchandise, including, but not limited to, claims relating to defects, shortages, quality, specification, or late delivery. Failure to provide a written notice of a claim as set forth herein shall constitute a waiver of any claim you may have for damages relating to the merchandise, including late delivery. Furthermore, PROUDPET is not responsible for shortages when shipments are directed to a third party.
4. Obtaining Return Authorization. For fastest return authorization, e-mail [info@proudpetpatches.com](mailto:info@proudpetpatches.com). You will receive a Return Authorization Form, which should be completed and e-mailed back. You will receive a credit to your account for any such return once it is received and checked in by PROUDPET's warehouse. Please allow 5 to 7 days for credit posting.
5. Changes to Pricing and Products. Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of shipping. PROUDPET reserves the right, at its sole discretion, to change packaging and any included documentation. PROUDPET cannot guarantee variances in color or shade of product or packaging. All orders are subject to availability.
6. Product Samples. PROUDPET will make every attempt to accommodate free sample requests and will send free samples to potential wholesale accounts at its sole discretion. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of PROUDPET.