



## VALUE PROTECTION POLICIES FOR RETAILERS

EFFECTIVE AS OF April 4, 2017

H&C Animal Health, LLC (also known as Equipet and formerly known as Henry and Clemmie's LLC) ("**H&C**") has unilaterally adopted these Value Protection Policies for Retailers (these "**Policies**") effective as of April 4, 2017 (the "**Policy Effective Date**"), which: (a) are applicable to each Retailer and (b) consist of (i) a policy regarding electronic minimum retail price (the "**Electronic Minimum Retail Price Policy**" or the "**EMRP Policy**") and (ii) a policy dealing with advertising and marketing (the "**Advertising and Marketing Policy**" or the "**A&M Policy**").

For purposes of these Policies, "**Retailer**" (in the plural, "**Retailers**") means an individual or entity located in either or both of the United States of America ("**USA**") and Canada that promotes and sells or either thereof any or all products offered by H&C (in the plural, "**H&C Products**") to one or more end user purchasers (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity).

**1. Purpose.** H&C Products are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. Some Retailers have taken or may take advantage of these facts by advertising such products as loss leaders, promoting unfair discounts or misusing intellectual property of H&C or references to H&C or its products. In an effort to help safeguard the reputation of H&C, insure the long-term viability of its brands and protect the investment of those Retailers that provide valuable services to end users, H&C has adopted these Policies.

**2. Scope.** The Electronic Minimum Retail Price Policy applies to certain H&C Products offered in particular ways, while the Advertising and Marketing Policy, unless otherwise noted, applies to all H&C Products, regardless how they are offered or sold.

### **3. The Electronic Minimum Retail Price Policy.**

**(a) The Covered Products.** The EMRP Policy establishes an electronic minimum retail price ("**Electronic Minimum Retail Price**" or "**EMRP**" and referring to either the singular or the plural or both, "**EMRP(s)**") for each of the H&C Products as specified on the price list(s) or product list(s) provided or otherwise made available to each Retailer by H&C or otherwise communicated by H&C Notice (individually, a "**Covered Product**" and collectively, "**Covered Products**"). For purposes of these Policies, "**H&C Notice**" means notice from H&C to a Retailer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by H&C.

**(b) Application.** Each form of Electronic Content containing Price Information regarding one or more of the Covered Products made available or provided by or on behalf of a Retailer (collectively, "**Electronic Marketing**") is subject to the EMRP Policy. **When applied to websites, the EMRP Policy considers Price Information found outside-the-cart (or other container), in-the-cart (or other container) and at checkout to be covered by the EMRP Policy.** (Certain terms are defined in Section 3(e) of these Policies.)

**(c) Things Not Considered Electronic Marketing.** The following are not considered to be Electronic Marketing and, therefore, are not subject to the EMRP Policy:

- (i) **Conventional Advertising:** Each offer made in or through newspapers, magazines, rotos, direct mail, catalogs, radio, television, signs and each other medium designated as such by H&C ("**Conventional Advertising**") and
- (ii) **Other:** Other things deemed not to be Electronic Marketing by H&C Notice.

**(d) Violations of the EMRP Policy.** Although each Retailer remains free to establish its own resale prices, such Retailer violates the EMRP Policy by (i) using any or all forms of Electronic Marketing to make available in any way (whether through advertising, promotion, proposal or otherwise (individually and collectively, "**offering**" and its variants)), achieve one or more sales or otherwise provide one or more of the Covered Products during the Policy Period at a Net Adjusted Price less than the corresponding EMRP(s) established by H&C from time to time and communicated to such Retailer by H&C Notice or (ii) being deemed to have violated it.

**(e) Certain Definitions.** For purposes of these Policies: (i) "**Electronic Content**" means information that (A) can be accessed by an internet browser or anything which H&C considers to be the substantive equivalent, including, but not limited to, (1) internet shopping sites, (2) marketplaces and (3) comparison search engines (CSEs) to which a Retailer supplies pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber); (B) is provided by or through one or more applications (apps) for mobile devices (e.g., tablets and smartphones), including, but not limited to, social media apps (e.g., Twitter, Instagram and Facebook) and mobile gaming platforms; or (C) is furnished by or through (1) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (such as SMS (text), MMS (multimedia) and IM (instant)), webcasts, email and online or other electronic chats), (2) electronic advertisements (such as email newsletters, pop-ups and banners) or (3) anything which H&C considers to be the substantive equivalent; (ii) "**Price Information**" means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount(s) or value) and anything which H&C considers to be the substantive equivalent; (iii) the "**Policy Period**" means the time period beginning on the Policy Effective Date and ending on the termination date described in future H&C Notice; (iv) "**Net Adjusted Price**" means the price at which a Covered Product is offered by or for the benefit of a Retailer to a customer (potential

or actual) or the price paid by such customer for such product after (A) applying all discounts and similar price reductions, (B) excluding certain taxes and shipment charges and (C) giving effect to the value of each Bundle involving one or more free or reduced-price goods or services; and (v) **“Bundle”** means a combination of one or more H&C Products with one or more other products or services offered or sold together (as determined by H&C).

**(f) Calculation of Net Adjusted Price.** Except as otherwise provided in the EMRP Policy, Net Adjusted Price will be calculated by:

- (i) **Including Discounts:** Taking into account all discounts, deductions, rebates and allowances offered or provided to a potential or actual customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by H&C to be part of such offer or sale), **except for the following:**
  - (A) **Rebates/Coupons from H&C:** Each offer or sale referring to or applying a rebate, coupon or the equivalent (as determined by H&C) will not be considered part of Net Adjusted Price if such rebate, coupon or the equivalent is provided by H&C or its designee(s) (1) directly to such customer or (2) to such Retailer for provision to and use by such customer;
  - (B) **Gift Cards.** Each offer or sale referring to or applying one or more gift cards, as long as such use is in a transaction separate from the purchase of such card(s) and
  - (C) **Free/Reduced-Price Shipping:** Free or reduced-price shipping may be offered or furnished by a Retailer without it being considered to be a discount when offered or furnished in connection with a potential or actual purchase that includes at least one of the Covered Products, provided that, as determined by H&C: (A) such offer applies to all other products in the category in which such Covered Product or such Covered Products reside and (B) the value thereof is reasonable;
- (ii) **Excluding Taxes/Certain Charges:** Excluding, if to be paid by such customer, all applicable taxes and all shipping, delivery and insurance charges (However, if a Retailer offers to pay or pays any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered by such Retailer will be considered a discount, except as otherwise provided in the EMRP Policy.);
- (iii) **Subtracting Value of Free Goods and Services.** Subtracting, in the case of free goods, services and similar benefits for such customer offered or provided by such Retailer, the fair market value (as determined by H&C) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by H&C to be part of such offer or sale); and
- (iv) **Subtracting Reduced-Price Value.** Subtracting, in the case of reduced-price goods and services and similar benefits for such customer offered or furnished by such Retailer, the difference between: (A) the fair market value (as determined by H&C) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by H&C to be part of such offer or sale) and (B) the amount to be paid or actually paid for such goods, services and benefits.

The fair market value for each Covered Product provided for free or at a reduced price with the purchase of another Covered Product will be its EMRP. From time to time, H&C may communicate to a Retailer by notice what it considers to be the fair market value for particular goods or services. Unless otherwise directed by H&C, each time the same Covered Product is offered in pairs or other groupings, the offer or selling price must be no less than the applicable EMRP multiplied by the number of units in the offer or sale.

**(g) Changes Relevant to the EMRP Policy.** H&C, at any time, may vary the EMRP for a Covered Product or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered under or subject to one or more select H&C programs or any other H&C policy or in any other situation announced by H&C from time to time. H&C will endeavor to provide prior notice of each new EMRP or such change in the Covered Products, generally not less than five (5) days in advance. While H&C will communicate each EMRP and such change through the price list(s) or product list(s) provided or made available to each Retailer by H&C or otherwise by H&C Notice, each Retailer is responsible for making sure that it is aware of each appropriate EMRP and Covered Product in each circumstance.

**(h) The EMRP Policy Exemptions.** A Retailer does not violate the EMRP Policy by offering or selling any or all of the Covered Products using Electronic Marketing during the Policy Period at a Net Adjusted Price that is less than the applicable EMRP(s) if such offer or sale is made in accordance with one or more of the following exemptions (collectively, the **“EMRP Policy Exemptions”**) and otherwise complies with these Policies:

- (i) **Returns:** In the case of returns of any or all items of the Covered Products permitted by H&C, each offer or sale thereof to H&C or to any or all of the Authorized Distributors (for purposes of these Policies, the **“Authorized Distributors”** means, collectively, each individual or entity designated as such by H&C Notice (**“Authorized Distributor”** in the singular);
- (ii) **Grandfathered Offers:** Each offer that cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the EMRP(s), the Covered Products or the EMRP Policy until such time that it is reasonable to revise it (as determined by H&C) to be consistent with the EMRP Policy;

- (iii) Grandfathered Contracts: Each bona fide written contract made or facilitated using Electronic Marketing between such Retailer and a customer that became effective (A) prior to April 1, 2017 (the **“Policy Announcement Date”**) or (B) after the Policy Announcement Date, if performance by such Retailer under such contract is completed prior to the Policy Effective Date;
- (iv) Special Programs: The offer or sale under one or more special programs (if any) designated by H&C;
- (v) Subscriptions: The offer of one or more of the Covered Products subject to a discount that is part of an ongoing subscription replenishment program offered or provided by such Retailer to potential or actual customers, as long as: (A) H&C, by notice to such Retailer, has expressly approved in advance the participation of one or more H&C Products in such program and, as part of such approval, has designated each of the H&C Products eligible therefor (collectively, the **“Eligible Products”**) and (B) the application of such discount takes the Net Adjusted Price for any or all of the Covered Products offered which is or are included in the Eligible Products to no less than ninety-five percent (95%) of its or their then-current EMRP(s), unless H&C has expressly approved in advance a larger deviation;
- (vi) Site-wide or Category-wide Promotions: A site-wide or category-wide promotion involving a coupon, discount or rebate that would, after its application, otherwise result in price(s) for any or all of the Covered Products below its or their respective EMRP(s), as long as: (A) H&C, by notice to such Retailer, has expressly approved in advance the participation of one or more Covered Products in such promotion and, as part of such approval, has designated each of the Covered Products eligible therefor (collectively, the **“Promotion Eligible Products”**); (B) such Retailer complies with the terms and conditions of such promotion specified or so approved by H&C; (C) such coupon, discount or rebate may be applied to all or almost all of the products offered by such Retailer or, in the case of a category-wide sale (such as pet supplements), no fewer than two (2) brands in the category other than that or those of H&C; (D) such application takes the Net Adjusted Price for each of the Promotion Eligible Products to no less than the EMRP supplied by H&C specifically for such promotion; and (E), except as approved by notice to such Retailer in advance, such promotion and anything that is the same as or similar to it (as determined by H&C) are not offered in any calendar year: (1) more than four (4) times, (2) for more than ten (10) days at a time and (3), if designated by H&C, without observing the interval(s) between such offers as so designated;
- (vii) Card Benefit: A card benefit consisting of a discount, credit or rebate associated with the use of a designated credit or debit card that would, after its application, result in offer or sale price(s) for any or all of the Covered Products below its or their respective EMRP(s), as long as (A) such card benefit may be applied to all or almost all of the products offered by such Retailer and (B) nothing promoting such card benefit mentions, uses, depicts or otherwise refers to H&C and any or all of the Covered Products;
- (viii) Loyalty Points: The accrual of “points” or other things of value (**“Loyalty Points”**) in connection with the purchase or receipt of any or all products and services from such Retailer and the subsequent application of Loyalty Points (but only in one or more transactions other than the one(s) in which they were earned), even if such application results in offer price(s) for any or all of the Covered Products below its or their respective EMRP(s), as long as: (A) Loyalty Points may be accrued and applied to all or almost all of the products and services offered by such Retailer, (B) the everyday accumulation rate for Loyalty Points applicable to the purchase of any or all H&C Products is no more than that applicable to all or almost all other brands of products offered by such Retailer (as determined by H&C regardless of category) and (C) nothing promoting Loyalty Points mentions, uses, depicts or otherwise refers to any or all H&C Products; except that such Retailer may offer and provide a greater accumulation rate applicable to the purchase of any or all H&C Products and promote it, as long as such Retailer has received notice from H&C in advance expressly approving such rate and such promotion;
- (ix) Military Exchanges: The offer or sale of any or all of the Covered Product below its or their EMRP(s); provided that, such offer or sale: (A) is made by a Retailer that is or is a part of the Army & Air Force Exchange Service (AAFES), one of the other U.S. military or veterans’ exchanges (*i.e.*, that operated by the Navy (NEX), Marine Corps (MCX), Coast Guard (CGX) or Veterans Canteen Service (VCS)) or the Canadian Forces Exchange System (CANEX); (B) is made only to customers or potential customers eligible to shop at such exchange(s); and (C) is at a Net Adjusted Price that is no less than ninety-five percent (95%) of the then-applicable EMRP;
- (x) Discontinued Products: The offer or sale of one or more items of any or all of the Covered Products that is or are discontinued by H&C effective (A) when such item(s) do not appear on the then-current the price list(s) or product list(s) issued by H&C or (B) on the date(s) referred to in notice of discontinuance provided by H&C to Retailers; and
- (xi) Employee Offers: The offer to an employee of such Retailer for his or her personal use (and not for resale), provided that such offer is reasonable (as determined by H&C).

#### **4. The Advertising and Marketing Policy**

##### **(a) Use of H&C Intellectual Property or References to H&C Products**

A Retailer violates the A&M Policy if any advertisement, promotion or other marketing vehicle (regardless of medium, whether Conventional Advertising, Electronic Content or otherwise) used or done by or on behalf of such Retailer (i) includes any or all H&C Intellectual Property or mentions, uses, depicts or otherwise refers to any or all of the H&C Products and (ii) either (A) does not conform to the Usage Policies or (B) otherwise is not expressly approved in advance by H&C Notice.

## (b) Some Relevant Definitions

For purposes of the A&M Policy: (i) **“H&C Intellectual Property”** means trademarks, trade names, service marks, copyrights, logotypes, images, artwork, copy or anything else in which H&C or its designee(s) claim(s) rights and (ii) the **“Usage Policies”** means policies regarding (A) the use of H&C Intellectual Property and (B) uses, depictions or other references of or to any or all of the H&C Products (including without limitation those policies relating to format and content) made available by H&C through H&C Notice.

## (c) Other Restrictions under the A&M Policy

Except as expressly authorized by H&C Notice or otherwise allowed by these Policies, with respect to any or all items of H&C Products, a Retailer violates the A&M Policy by knowingly or negligently, directly or indirectly:

- (i) **Prohibited Terms:** Advertising, promoting or selling using the terms “lowest price,” the “lowest prices” or “prices too low to show,” any form of low-price guarantee or the substantive equivalent (as determined by H&C) of any or all of these terms or concepts;
- (ii) **Certain Offers and Sales:** (A) advertising, promoting or selling in any or all of the following ways: (1) outside the USA and Canada (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to those located outside the USA and Canada), (2) doing business under or using any or all business names and storefronts which have not been expressly approved by H&C for such use or for which such approval has been rescinded by H&C Notice and (3) online in any fashion (unless and only to the extent each business name, storefront, website and marketplace used for such purpose by such Retailer is expressly approved by H&C for such use and which approval has not been rescinded by H&C) and (B) selling in any or all of the following ways: (1) to anyone for resale and, in the case of returns of any or all items of H&C Products permitted by H&C, to H&C or any or all Authorized Distributors and (2), except as otherwise allowed by these Policies, to anyone other than actual and prospective end users (but not resellers), including without limitation to the Special Accounts (for purposes of these Policies, the **“Special Accounts”** means, collectively, each individual or entity so designated by H&C Notice);
- (iv) **URLs:** Using any or all of H&C, its trademarks or other H&C Intellectual Property (or any variant(s) thereof) as or as part of one or more Uniform Resource Locators (URLs) or the substantive equivalent as determined by H&C employed by or for the benefit of such Retailer, regardless whether such use is in connection with the offering or sale of any or all H&C Products;
- (v) **Gun Jumping:** Advertising, promoting or selling prior to the release date(s) specified by H&C for (A) a new product or (B) a product or product combination with a special promotional price authorized by H&C;
- (vi) **Questioning Rights:** Questioning or challenging the rights claimed by H&C or its designee(s) in or to the H&C Intellectual Property or assisting in any way any other(s) in doing so;
- (vii) **New ASINs:** Creating or assisting in or otherwise cooperating in the creation of new Amazon Standard Identification Numbers (ASINs) for any or all H&C Products;
- (viii) **Certain Purchases:** Purchasing any or all H&C Products other than from H&C, an Authorized Distributor or, in the case of bona fide returns only, an end user; and
- (ix) **Counterfeits:** Offering or selling one or more products that are modified or counterfeit version(s) of one or more H&C Products.

## (d) The A&M Policy Exemption

Provided that a Retailer otherwise complies with these Policies, such Retailer does not violate the A&M Policy by conduct that, as determined by H&C, cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the A&M Policy or the Usage Policies until such time that it is reasonable to modify such conduct (as determined by H&C) to be consistent with the A&M Policy or the Usage Policies (the **“A&M Policy Exemption”**).

## 5. [When a Retailer Requests Approval under these Policies](#)

If the approval of H&C under these Policies is sought by a Retailer, the failure to obtain it no later than seven (7) days after the date of such request will be deemed to be a disapproval of each thing for which such approval is sought.

## 6. [Other Ways to Violate these Policies](#)

Except as expressly authorized or directed by H&C Notice or otherwise permitted by these Policies or to the extent limited to the Covered Products as provided herein, a Retailer (directly or through another party on behalf or for the benefit of such Retailer) using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by H&C) in connection (directly or indirectly) with the offering of any or all H&C Products using Electronic Marketing will be deemed to be a violation of these Policies:

- (a) **Strike-Throughs:** In connection with the offering of any or all of the Covered Products, a strike-through of any EMRP(s) regardless whether one or more other prices is or are shown;

- (b) Price Variance: If a price for a Covered Product is shown in Internet advertising or promotion permitted by these Policies and the price for such product varies (exclusive of applicable taxes and all shipping, delivery and insurance charges) across any or all of (i) the initial webpage mentioning, depicting or describing such product (if a price for such product appears on such page), (ii) the in-the-cart (or other container) price, (iii) checkout and (iv) the substantive equivalent of any or all of them as determined by H&C;
- (c) Clicks/Rollovers: An invitation to click, rollover or the equivalent (as determined by H&C) to obtain a price for any or all of the Covered Products;
- (d) Group Purchasers: The promotion or sale to group purchasers, except at price(s) no less than each applicable EMRP;
- (e) Trade-in Offers: Advertising or promoting a trade-in offer for one or more H&C Products or any other product(s) in connection with or applicable to any or all of the Covered Products, regardless whether a specific trade-in price or value is advertised or promoted;
- (f) Itemization: Except as otherwise directed by these Policies, on any and all proposals, quotations, contracts, invoices and receipts provided to or prepared for the benefit of any or all of such Retailer's potential and actual customers in connection with the offer or sale of any or all of the Covered Products (individually and collectively, "**Customer Communications**"), the failure of such Retailer to itemize the price charged for each of the products and services shown, referred to or otherwise included on or in such Customer Communications, regardless whether such Customer Communications contain(s) any reference to any or all of the Covered Products; and
- (g) Circumvention: One or more tactics which H&C determines is or are intended to circumvent application or operation of any or all of these Policies.

## 7. Consequences of Violating these Policies

H&C, without assuming any liability, will take one or more of the following actions immediately following verification by H&C to its satisfaction that a Retailer has violated any or all of these Policies:

**For the first violation:** If such violation, at the time such Retailer receives notice of it from H&C:

**(a) is continuing**, such Retailer will remove or stop or cause to be removed or stopped such violation within the time period specified in such notice, which typically will be one of the following: (i) no later than one (1) business day (usually for a violation involving Electronic Content) and (ii) by the conclusion of the period otherwise specified by H&C (*the "Allotted Period"*) (if such Retailer takes such action, a violation still has been accrued) or

**(b) has been removed or stopped** (for example, a violation that has not been continued or repeated, such as an offending ad run one time or a sale made the previous week), no further action is required on the part of such Retailer, but a violation has been accrued.

**For the second violation:** In the event that (a) the offending conduct that caused the first violation is not removed or stopped (if H&C determines that it can be) within the Allotted Period or (b) such Retailer otherwise violates these Policies a second time, effective as of the date specified in notice from H&C to such Retailer and continuing for the next thirty (30) days, the authorization of such Retailer to purchase each stock-keeping unit ("**SKU**") in the product family involved in the second violation (as determined by H&C) will be immediately revoked by H&C, so that all pending orders (even if accepted) from such Retailer will be cancelled and no new orders will be accepted from such Retailer for each such SKU.

**For the third violation:** In the event that (a) the offending conduct that caused the second violation is not removed or stopped (if H&C determines that it can be) within the Allotted Period or (b) such Retailer otherwise violates these Policies a third time, effective as of the date specified in notice from H&C to such Retailer and continuing for the next sixty (60) days, the authorization of such Retailer to purchase each SKU in the product family involved in the third violation (as determined by H&C) will be immediately revoked by H&C, so that all pending orders (even if accepted) from such Retailer will be cancelled and no new orders will be accepted from such Retailer for each such SKU. (If the thirty (30) day period for the second violation of these Policies has not run and the third violation of these Policies involves the same product family as that of the second (as determined by H&C), the sixty (60) day period will begin after the thirty (30) day period concludes.)

**For the fourth violation:** In the event that (a) the offending conduct that caused the third violation is not removed or stopped (if H&C determines that it can be) within the Allotted Period or (b) such Retailer otherwise violates these Policies a fourth time, effective as of the date specified in notice from H&C to such Retailer and continuing until H&C provides notice to such Retailer otherwise, if ever, the authorization of such Retailer to purchase any or all of the H&C Products designated by H&C (*the "Designated Products"*) will be immediately revoked by H&C, so that all pending orders (even if accepted) from such Retailer will be cancelled and no new orders will be accepted from such Retailer for any or all of the Designated Products.

**For each additional violation:** In the event that, after the fourth violation of these Policies by such Retailer, either or both of the following is or are relevant: (a) the Designated Products do not include all H&C Products or (b) H&C provides notice to such Retailer that H&C has re-authorized such Retailer to purchase any or all of the Designated Products, then each act or

failure to act of such Retailer that constitutes a violation of these Policies (or is deemed by H&C to be such a violation) will receive the same treatment as if a new fourth violation had then occurred.

Each violation of this Policy is cumulative through the Policy Period. Except as noted, the consequences of each violation can take effect regardless whether the consequences for the preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations. For each Retailer purchasing any or all H&C Products from one or more Authorized Distributors, these Policies will be enforced through a Do-Not-Sell List. For purposes of these Policies, "**Do-Not-Sell List**" means H&C Notice which indicates that (a) one or more individuals or entities is or are not authorized by H&C to promote or sell H&C Products or (b) the authorization of a Retailer to promote and sell H&C Products has been revoked in whole or part with respect to all such products or revoked only with respect to certain of such products.

## **8. Additional Provisions**

Effective as of the Policy Effective Date, these Policies supersede and cancel each other policy applicable to each Retailer from H&C for any or all H&C Products, if any, regarding minimum advertised price (MAP), resale price or, to the extent covered by these Policies, the advertising and marketing matters referred to herein. For any reason(s) deemed appropriate by H&C (including without limitation based the request of a Retailer for H&C to consider such things as, but not necessarily restricted to, limited-time promotional offers for a Retailer event or otherwise), but in no case other than as the unilateral decision of H&C, these Policies may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from H&C at any time (including without limitation during any H&C-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by H&C. If H&C negotiates price(s) with a customer that is or are less than the MRP(s) and offers a Retailer the opportunity to fulfill one or more orders at such price(s), acceptance by such Retailer of such opportunity will not constitute a violation of these Policies.

The availability of any or all items of H&C Products may be changed by H&C anytime, in which case, H&C and each Authorized Distributor may without liability or penalty (a) cancel all pending orders (even if accepted) from a Retailer for such changed item(s) and (b) refuse to accept any new orders from a Retailer for such item(s).

Unless H&C designates otherwise, for purposes of compliance with these Policies, each business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Retailer (as determined by H&C) will be considered to part of such Retailer, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Retailer.

Regardless whether expressly indicated in these Policies, each notice referred to herein (including without limitation H&C Notice): (a) may, as determined by H&C, be given in writing or electronically and (b) will be considered to be received as designated by H&C. The Explanation (which also may be referred to as "Frequently Asked Questions," "FAQs" or the equivalent as determined by H&C), if any, accompanying or associated with these Policies is intended to help answer questions in connection with them, but is not part of these Policies. In the event of any disagreement over the interpretation or enforcement of these Policies, the view of H&C will control.

If a Retailer violates these Policies or H&C determines that such Retailer does not qualify for or abused any or all of the MRP Policy Exemptions or the A&M Policy Exemption, such exemption(s) will be deemed withdrawn by H&C retroactive to the Policy Effective Date or such other date specified by H&C. Except in extraordinary circumstances, H&C will not consider any requests for other exemptions.

The consequences of violating these Policies are non-exclusive and do not limit or waive in any way the legal, equitable and other remedies available to H&C, particularly for conduct relating to H&C Intellectual Property.

H&C will not discuss any conditions of acceptance related to these Policies. In addition, H&C neither solicits, nor will it accept, any assurance of compliance with these Policies. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Retailer and H&C or a Retailer and an Authorized Distributor, nothing therein shall constitute an agreement by such Retailer to comply with these Policies, as, among other things, these Policies are not and should not be construed to be one of the H&C Policies (as such term or the equivalent is or may be used in any or all of such agreements) where such compliance is mandatory.

## **9. Questions, Additional Information or Information Regarding Potential Violations**

All questions or requests for additional information regarding these Policies and all information regarding potential violations of these Policies must be in writing and are to be addressed to the following person at H&C responsible for these Policies ("**Policy Administrator**"):

**Policy Administrator**  
**H&C Animal Health, LLC**  
**18403 Longs Way, Unit 102**  
**Parker, CO 80134**

**email: [policyadmin@hcanimalhealth.com](mailto:policyadmin@hcanimalhealth.com)**

Only the Policy Administrator or the Policy Administrator's designated representative(s) is or are authorized by H&C to answer questions regarding these Policies, to comment on these Policies or to accept information regarding potential violations.

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