

PET KING BRANDS, INC. AUTHORIZED ONLINE SELLER APPLICATION

| Applicant's Information | |
|---|--|
| 1. Applicant's Legal Name: | |
| 2. DBA/Trade Name(s): | |
| 3. Primary Contact: | 4. Title: |
| 5. Company Physical Address: | 6. Company Mailing Address (if different from Physical Address): |
| 7. Telephone: | 8. Fax: |
| 9. Email: | |
| 10. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship | |
| 11. State of Incorporation: | 12. Year Incorporated: |
| 13. DUNS: | 14. EIN: |
| 15. Resale Certificate Number: | 16. Resale Certificate Issuing State: |
| 17. Please identify your industry (Check all that apply): <input type="checkbox"/> Veterinary <input type="checkbox"/> Retail <input type="checkbox"/> E-Tailer <input type="checkbox"/> Groomer <input type="checkbox"/> Shelter/Rescue <input type="checkbox"/> Other (describe below) | |
| 18. Please identify the Product Line of Interest (Check all that apply): <input type="checkbox"/> ZYMOX Otic <input type="checkbox"/> ZYMOX Dermatology <input type="checkbox"/> Oratene Brushless Oral Care <input type="checkbox"/> ZYMOX Equine Defense | |
| 19. Please identify all source(s) of the Pet King Brands, Inc. products you are selling or intend to sell. <input type="checkbox"/> Purchase directly from Pet King Brands, Inc. (Account Number _____) <input type="checkbox"/> Purchase from Distributor(s) (list below) <input type="checkbox"/> Other (describe below) | |

| | |
|---|---|
| 20. Do you store or intend to store your inventory of Pet King Brands, Inc. products at a location other than the Company Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the address for all locations where such inventory is stored or will be stored: | |
| 21. Do you use any third-party fulfillment service to store inventory or fulfill orders of Pet King Brands, Inc. products? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the name of the fulfillment service and describe the services provided: | |
| 22. Has the Applicant ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 23. Has any company in which any of the Applicant’s principals have an ownership interest ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| 24. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <i>If you checked “Yes” in box 21, 22, or 23, please attach additional sheet(s) explaining these matters in detail.</i> | |
| Application for Website Approval | |
| Requested Websites: Please identify all websites or mobile applications through which you wish to market for sale and sell Pet King Brands, Inc. Products (<i>one per line, exact spelling required</i>). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name “ABC Store”/ Merchant ID</i> | Pet King Brands, Inc. Use Only |
| 1. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 2. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 3. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 4. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 5. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 6. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 7. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 8. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 9. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 10. | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |

By submitting this Pet King Brands, Inc. Authorized Online Seller Application (the “Application”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Pet King Brands, Inc. (“PKB**”) have executed the attached PKB Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell PKB Products on the Requested Websites, and PKB has no obligation to accept Applicant’s request to sell PKB Products on any or all of the Requested Websites. If Applicant is approved to sell PKB Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Pet King Brands, Inc. Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Pet King Brands, Inc. Authorized Online Seller Agreement below.**

PET KING BRANDS, INC. AUTHORIZED ONLINE SELLER AGREEMENT

This Pet King Brands, Inc. Authorized Online Seller Agreement (the “Agreement”) is hereby entered into by and between Pet King Brands, Inc. (“PKB”) and the undersigned Seller (“Seller” or “you”) (collectively, the “Parties” and individually, a “Party”). The “Effective Date” of this Agreement is the date this Agreement is accepted by PKB after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Pet King Brands, Inc. Authorized Reseller Policy. This Agreement supplements, amends, and is deemed incorporated into the Authorized Reseller Policy. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Authorized Reseller Policy remains unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Authorized Reseller Policy.

2. **Authorization of Online Sales.** The Authorized Reseller Policy prohibits the sale of PKB Products on any website, online marketplace, mobile application, or other online forum without PKB’s prior written consent. Execution by PKB of this Agreement constitutes PKB’s consent, and the various provisions in the Authorized Reseller Policy pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the Online Sales Guidelines attached hereto as Exhibit A, Seller may market for sale and sell Products solely and exclusively at the website(s) and/or mobile application(s) identified as approved by PKB in the Application for Website Approval above (the “Authorized Websites”). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.

3. **Intellectual Property.** The license granted to Seller to use the PKB IP in the Authorized Reseller Policy is hereby amended to authorize use of the PKB IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the PKB IP except as granted in the Authorized Reseller Policy or herein. Seller’s license to use the PKB IP on the Authorized Websites shall be revoked immediately upon termination of this Agreement.

4. **Termination.** PKB, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller’s authorization to use PKB IP on such websites shall be revoked. PKB may terminate this Agreement with written notice at any time. On termination of Seller’s status as an Authorized Reseller pursuant to the Authorized Reseller Policy, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.

5. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Authorized Reseller Policy or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that PKB will 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 Agreement 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 Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by PKB to exercise any right(s) herein or to insist upon full compliance by Seller with Seller’s obligations herein shall constitute a waiver of any provision herein or otherwise limit PKB’s right to fully enforce any or all provisions and parts thereof.

6. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless PKB, 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 Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

7. **Miscellaneous.**

(a) **Modification.** PKB reserves the right to update, amend, or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing, and no waiver shall be effective unless made in writing.

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

(d) **Assignment.** This Agreement may not be assigned or transferred by Seller without the prior, written consent of PKB. PKB is entitled to assign this Agreement, in whole or in part, without Seller's consent, to any PKB-affiliated company or to any entity to which PKB sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(e) **Entire Agreement.** This Agreement, the Authorized Reseller Policy, and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) **Construction.** The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(h) **Governing Law.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of Illinois, without regard to its choice of law rules.

(i) **Confidentiality.** This Agreement, and its attachments, if any, constitute confidential, proprietary information of PKB and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of PKB.

(j) **Survival.** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property); Section 6 (Indemnification); Section 7(h) (Governing Law); Section 7(i) (Confidentiality); Section 7(j) (Survival); Section 7(k) (Dispute Resolution); and Section 7(l) (Waiver of Jury Trial).

(k) **Dispute Resolution.** In the event of a dispute over the terms or performance under this Agreement, the Parties expressly submit to personal jurisdiction and venue in the federal or state courts of record in Illinois. In the event of a breach or threatened breach of this Agreement by Seller, Seller is responsible for PKB's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain appropriate relief.

(1) **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES' ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

The Parties have caused this Pet King Brands, Inc. Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

Pet King Brands, Inc.,

An Illinois Corporation

Seller: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

EXHIBIT A

PET KING BRANDS, INC. ONLINE SALES GUIDELINES

1. The Authorized Websites must be confined to the specific approved domain name(s), screen name(s), and/or storefront name(s). The Authorized Websites must not give the appearance that they are operated by Pet King Brands, Inc. (“PKB”) or any third party.
2. Anonymous sales are prohibited. Seller’s full legal name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites.
3. At PKB’s request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.
4. The Authorized Websites shall have a mechanism for receiving customer feedback and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to PKB for review upon request. Seller agrees to cooperate with PKB in the investigation of any negative online review associated with Seller’s sale of the Products and to use reasonable efforts to assist in resolving such reviews.
5. The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Seller shall be responsible for all fulfillment to its customers who order Products through Authorized Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized in writing by PKB, Seller shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller’s.
8. In marketing the Products on the Authorized Websites, Seller shall only use images of Products either supplied by or authorized by PKB and shall keep all Product images and descriptions up to date. Seller shall not advertise Products not carried in inventory.
9. To the extent that one or more of the Authorized Websites is a storefront on a third-party marketplace website, including, but not limited to, storefronts on Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, PKB reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such storefronts.