



Dear Distributor,

At Sirius Pawz Opco LLC (“Pawz”), we are committed to you and your customers - the distributors and resellers that help our company satisfy customer needs and deliver best-in-class pet products. To protect our brands and the integrity of our authorized distribution channels in the United States, Pawz is announcing and implementing a U.S. Authorized Seller Program for the Pawz® brand, effective December 15, 2022.

Among other benefits, our Authorized Seller Program will ensure that all sellers of Pawz® products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brand. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you, your customers, and consumers through the sale of damaged, diverted, and otherwise poor-quality products.

Your obligations under our new Authorized Seller Program are outlined in the **Sirius Pawz Opco LLC Authorized Distributor Policy for the United States (“Authorized Distributor Policy”)**, which is attached for your review. You are expected to comply with the terms of the enclosed Authorized Distributor Policy to remain an “Authorized Distributor” of our products. The key features of the Authorized Distributor Policy are noted below:

- **Where and to Whom You May Sell Pawz products:** Pursuant to the Authorized Distributor Policy, you may sell Pawz products only to customers who are classified as “Authorized Resellers.” You are prohibited from selling Pawz products to end users. To become and remain an Authorized Reseller, your customers will be required to abide by the attached **Sirius Pawz Opco LLC Authorized Reseller Policy for the United States (“Authorized Reseller Policy”)**.
- **Online Sales Restrictions:** The Authorized Distributor Policy prohibits you from selling Pawz products on any publicly accessible website, online marketplace, or other online platform without Pawz’s prior written consent. You may use an online order portal to facilitate orders from Authorized Resellers, as long as that portal requires Authorized Resellers to obtain an account and log in to view product listings and pricing information. This rule will be strictly enforced.
- **Ensuring Product Quality and an Optimal Customer Experience:** To ensure that the customers who purchase Pawz products have the best experience possible, the Authorized Distributor Policy outlines our expectations for the service you will provide to your customers. The Authorized Distributor Policy also describes certain steps you must take to maintain the quality of Pawz products until they reach end users.

Additionally, the Authorized Distributor Policy requires that you forward the Authorized Reseller Policy and any other materials requested by Pawz to your reseller customers. For your convenience, we have attached an Authorized Reseller Packet, which contains the documents that you are required to forward to your reseller customers at this time. The Authorized Reseller Packet contains: (1) a letter to your reseller customers describing the Authorized Reseller Policy and the purposes of our Authorized Seller Program; (2) the Authorized Reseller Policy; and (3) Pawz’s unilateral Minimum Advertised Price (MAP) Policy. Please forward a copy of the Authorized Reseller Packet to each of your reseller customers as soon as possible.

Thank you for your careful attention to the attached documents and for your continued support of Pawz and the Pawz brand. If you have any questions regarding the Authorized Distributor Policy or Authorized Seller Program, please contact us at [compliance@pawz.com](mailto:compliance@pawz.com).

Sincerely,

Sirius Pawz Opco LLC



## SIRIUS PAWZ OPCO LLC AUTHORIZED DISTRIBUTOR POLICY FOR THE UNITED STATES

**Effective Date: December 15, 2022**

This Sirius Pawz Opco LLC Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by Sirius Pawz Opco LLC (“Pawz”) and applies to Authorized Distributors of Pawz® products (“Product(s)”) in the United States of America. By purchasing Products from Pawz for distribution to Authorized Resellers (as defined below), you (“Distributor”) agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Pawz. Until such status is otherwise revoked by Pawz in Pawz’s sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” Pawz may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

### 1. **Authorized Customers.**

(a) Distributor is authorized to sell Products purchased from Pawz only to Authorized Resellers in the United States. An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from a Pawz Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the Sirius Pawz Opco LLC Authorized Reseller Policy for the United States (“Reseller Policy”); and
- (iii) has not had its Authorized Reseller status revoked by Pawz or been identified by Pawz as ineligible to become an Authorized Reseller.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Pawz revokes such status. Authorized Resellers are determined by Pawz in its sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Chewy eBay, and Walmart Marketplace

(d) Distributor shall not sell Products to End Users without Pawz’s prior written consent. An “End User” is any 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.

(e) Distributor shall cease or suspend sales to any customer promptly upon request of Pawz.

(f) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without Pawz’s prior written consent.

(g) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Reseller customers as requested by Pawz from time to time.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of Pawz.

(a) A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without Pawz’s prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between Pawz and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by Pawz to sell the Products on or through a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Pawz. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor’s business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Pawz or the Products. Distributor shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the Sirius Pawz Opco LLC Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as Pawz may amend from time to time.

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that Pawz owns all proprietary rights in and to the Pawz brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Pawz IP”). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Pawz IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor’s status as an Authorized Distributor. All goodwill arising from Distributor’s use of the Pawz IP shall inure solely to the benefit of Pawz.

(b) Distributor’s use of the Pawz IP shall be in accordance with any guidelines that may be provided by Pawz from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Pawz reserves the right to review and approve, in its sole discretion, Distributor’s use or intended use of the Pawz IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by Pawz and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Pawz product name or trademark, nor a misspelling or confusingly similar variation of any Pawz product name or trademark.

6. **Termination.** Pawz reserves the right to terminate Distributor’s status as an Authorized Distributor with written or electronic notice. Upon termination of Distributor’s status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of Pawz products or has any affiliation whatsoever with Pawz; and (iii) using all Pawz IP.

7. **Modification.** Pawz reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor’s continued use,

advertising, offering for sale, or sale of the Products, use of the Pawz IP, or use of any other information or materials provided by Pawz to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality**. This Distributor Policy, and its attachments constitute confidential, proprietary information of Pawz 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 Pawz.

**EXHIBIT A**

**SIRIUS PAWZ OPCO LLC  
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Pawz regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight and where the Products' packaging is not susceptible to soiling, punctures, dents, or other physical damage.
2. Sell Products with their original labels, tags and/or associated literature, and in original retail packaging (if any). Relabeling, repackaging (including the separation of paired or bundled Products or the pairing or bundling of Products), and other alterations to Products or their packaging, labels, tags and/or associated literature are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
4. Do not advertise or resell as "new" any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Pawz at [compliance@pawz.com](mailto:compliance@pawz.com).
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, fit, and proper use of the Products, as well as any applicable warranty. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Ensure that any third-party logistics provider engaged to store inventory of the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Pawz. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Pawz reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Pawz. Cooperate with Pawz in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
8. Cooperate with Pawz with respect to any Product tracking systems that may be implemented from time to time.
9. Cooperate with Pawz with respect to any Product recall or other consumer safety information dissemination efforts.
10. Implement commercially reasonable loss prevention and anti-diversion measures.
11. Report to Pawz any customer complaint or adverse claim regarding the Products and assist Pawz in investigating any such complaints or adverse claims.
12. Cooperate with Pawz in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.



**SIRIUS PAWZ OPCO LLC UNITED STATES OF AMERICA  
MINIMUM ADVERTISED PRICE POLICY  
Effective Date: December 15, 2022**

**1. Purpose**

There are certain advertising practices that undermine the reputation, brand, goodwill, and premium image of Sirius Pawz Opco LLC (“Pawz”) products with our target consumer retail population and discourage our sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral United States of America Minimum Advertised Price Policy (“Policy”), which applies to all authorized sellers (“Sellers”) of our products advertising to end user consumers in the United States. This Policy is effective December 15, 2022 and supersedes all of our prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below) applicable to Sellers.

**2. Covered Products**

This Policy applies to advertisements of the Pawz products listed on the Pawz MAP Schedule (“Covered Products”), accessible at <https://pawzdogboots.com/map-policy/>.

The Pawz MAP Schedule will be made available to all sellers and may be amended by Pawz in its sole discretion at any time.

**3. The Minimum Advertised Price**

The “minimum advertised price” (“MAP”) is the lowest price at which the Covered Product may be advertised. We are solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). **While Sellers remain free to advertise and sell all of our products (including the Covered Products) at any price, it is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP.**

**4. Advertising and Advertisements**

For purposes of this Policy, the terms “advertising” and “advertisement” include all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

- |                   |  |                                   |   |
|-------------------|--|-----------------------------------|---|
| • newspapers      | • websites   | • mobile/smart phone applications | • sponsored links   |
| • catalogs        | • blogs  | • banner ads                      | • ads in any other media in a digital format that is conveyed via the Internet                              |
| • magazines       | • social media   | • online product ads              |   |
| • flyers          | • affiliate marketing networks/comparison shopping engines                       | • paid search ads                 |   |
| • brochures       | • seller-initiated text messages or emails to customers or prospective customers | • pay-per-click ads               | • any other marketing or promotional materials, whether displayed online, through broadcast, or other media |
| • television      |  | • display ads                     |   |
| • radio ads       |  | • mobile ads                      |   |
| • billboards      |  | • product listing ads             |   |
| • outdoor signage |  |                                   |   |

The terms “advertise” and “advertisement” do not include:

- Signage displayed within a brick-and-mortar selling location;
- Pricing information displayed only via access to a platform requiring a unique log in; or
- Pricing information displayed at the Final Online Checkout Stage (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information of a transaction). Please note that pricing information in the “shopping cart” or the Final Online

Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Seller's own website.

## **5. Policy Violations and Permissible Promotions**

Advertisements that violate this Policy include, but are not limited to:

- A. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products;
- B. Strikeouts or strikethroughs of advertised pricing information, "see price in cart," or other statements that suggest a lower price for a Covered Product may be found at the Final Online Checkout Stage; and
- C. Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise the following, notwithstanding the prior prohibitions in Section 5:

- D. Customer-Initiated Solicitations for Price: That a customer may "call for price," "text for price," or "email for price," as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.
- E. Free/Reduced Price Shipping: A free or reduced-price shipping advertisement as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- F. Store-Wide/Site-Wide Promotions: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided the coupon or promotion (1) applies to all products offered by Seller or all products offered by Seller in the same category as the Covered Products; (2) does not specifically refer to Pawz, its brands, or the Covered Products; and (3) does not result in an advertised price of more than thirty percent (30%) below the Covered Product's MAP; and (4) the advertisement does not calculate the application of the promotion or coupon to the advertised price for the Covered Product.

## **6. This Policy Is Not an Agreement and Is Non-Negotiable**

**This Policy is not an agreement between Sirius Pawz and any other entity.** We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

## **7. MAP Holidays**

We may announce MAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Covered Product in compliance with the terms of the MAP holiday will not be considered to have violated this Policy.

## **8. Noncompliance**

We will take the following actions against any Seller that does not comply with this Policy:

- First Violation:** For a seller's first violation, Pawz will notify the seller in writing of such failure.
- Second Violation:** For a seller's second violation, Pawz will notify the seller in writing of such failure and will immediately place the seller's account on shipping hold for thirty (30) days. Pawz will revoke its acceptance of any pending orders, cancel any pending shipments to the seller, and not accept any new orders from the seller during this 30-day period.
- Third Violation:** For a seller's third violation, Pawz will notify the seller in writing of such failure and will immediately place the seller's account on shipping hold for ninety (90) days. Pawz will revoke its acceptance of any pending orders, cancel any pending shipments to the seller, and not accept any new orders from the seller during this 90-day period.

**Fourth Violation:** For a seller's fourth violation, Pawz will notify the seller in writing of such failure and will terminate its business relationship with the seller and revoke the seller's "authorized" status. Pawz will revoke its acceptance of any pending orders and cancel any pending shipments to the seller.

We will enforce this Policy in our sole discretion and without notice. Sellers have no right to enforce this Policy.

#### **9. Policy Administration**

We may update, revise, suspend, or otherwise modify this Policy at any time in our discretion, and any modifications will be made available to all Sellers.

Please note that our employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to our MAP Policy Administrator at [MAP@pawz.com](mailto:MAP@pawz.com). We will not accept any other form of communication from Sellers regarding this Policy.