



## COASTAL PET PRODUCTS, INC. BRAND PROTECTION POLICY

Effective Date: January 15, 2021

This Coastal Pet Products, Inc. Brand Protection Policy ("Brand Protection Policy") is issued by Coastal Pet Products, Inc. ("Coastal Pet") and applies to Authorized Retailers of Coastal Pet products ("Product(s)") in the United States of America.<sup>1</sup> By purchasing Products from Coastal Pet or a Coastal Pet Authorized Distributor for retail sale, you ("Retailer") agree to adhere to the following terms. This Brand Protection Policy supplements any then-current retailer agreement between you, Retailer, and Coastal Pet. Until such status is otherwise revoked by Coastal Pet, in Coastal Pet's sole and absolute discretion, Retailer shall be considered an "Authorized Retailer" hereunder. Coastal Pet may review Retailer's activities for compliance with this Brand Protection Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users. An "End User" is a purchaser of the Products who is the ultimate user 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 Coastal Pet's prior written consent.

2. **Online Sales.** Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (a) **with respect to Retailers purchasing Products directly from Coastal Pet (direct Retailers):**
  - (i) is operated by Retailer in Retailer's legal name or registered fictitious name; and
  - (ii) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Coastal Pet may amend from time to time.
- (b) **with respect to Retailers purchasing Products from a Coastal Pet Authorized Distributor (indirect Retailers):**
  - (i) has been registered with Coastal Pet through the Coastal Pet Products, Inc. Authorized Retailer Website Registration Form available at <https://www.coastalpet.com/authorized-retailer-website-registration-form/>; and
  - (ii) adheres to all requirements set forth in Section 2(a) above.

**Retailer shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, Target+, or Sears Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Coastal Pet.** Coastal Pet reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on a Permissible Public Website, and Retailer must cease all such marketing and sales on the Permissible Public Websites

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<sup>1</sup> This Brand Protection Policy shall apply to all Authorized Retailers of Coastal Pet products, including, but not limited to, the following brands: Accent®, Bergan® by Coastal, Celebration®, Coastal®, Comfort Soft®, Circle T®, ElastaCat®, Inspire®, K9 Explorer®, Lazer Brite®, Lil Pals® by Coastal, Maslow® by Coastal, New Earth®, Pro®, Rascals® by Coastal, Ribbon®, Safari® by Coastal, Safe Cat®, SecureAway®, Sparkles®, Styles®, Sublime®, Titan®, and Turbo® by Coastal.

immediately upon notice of such termination. The terms of this Brand Protection Policy supersede any prior agreement between Coastal Pet and Retailer regarding the sale of the Products online.

3. **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 Coastal Pet. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business or (b) related to the marketing and sale 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 Coastal Pet or the Products.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer shall comply with the Product Care, Customer Service, and Other Quality Controls attached hereto as Exhibit B.

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

6. **Termination.** If Retailer violates this Brand Protection Policy, Coastal Pet reserves the right to terminate 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 Coastal Pet Products or has any affiliation whatsoever with Coastal Pet; and (iii) using all Coastal Pet IP.

7. **Modification.** Coastal Pet reserves the right to update, amend, or modify this Brand Protection Policy at any time. 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 Coastal Pet IP, or use of any other information or materials provided by Coastal Pet to Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Brand Protection Policy, and its attachments, constitute confidential, proprietary information of Coastal Pet 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 Coastal Pet.