

**The Clorox Pet Products Company Authorized Distributor and Wholesaler Policy**  
**Effective June 1, 2024**

The Clorox Pet Products Company Authorized Distributor and Wholesaler Policy (the “**Policy**”) is issued by The Clorox Pet Products Company (“**Clorox**”) and applies to Distributors and Wholesalers of Fresh Step®, Scoop Away®, and Ever Clean® brand products (“**Products**”) in the United States of America and its territories (the “**Territory**”). This Policy supplements any then-current Distributor or Wholesaler agreement between you and Clorox. By purchasing Products for distribution to Authorized Resellers (as hereinafter defined), you (“**Distributor & Wholesaler**,” “**you**” or “**your**”) agree to adhere to the following terms. Until such status is otherwise revoked by Clorox in Clorox’s sole and absolute discretion, Distributor & Wholesaler shall be considered an “**Authorized Distributor & Wholesaler**” hereunder. Clorox may review Distributor & Wholesaler’s activities for compliance with this Policy, and Distributor & Wholesaler agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor & Wholesaler’s facilities and records related to the sale of the Products.

**1. Manner of Sale.**

**1.1** Products shall be sold only to Authorized Resellers. An “**Authorized Reseller**” (i) is an individual or business entity that purchases the Products from an Authorized Clorox Distributor & Wholesaler located within the Territory and resells the Products as part of a commercial enterprise; (ii) has received and adheres to The Clorox Pet Products Company Authorized Reseller Policy; and (iii) has not had its Authorized Reseller status revoked by Clorox or been identified by Clorox as ineligible to become an Authorized Reseller. Authorized Resellers are determined by Clorox in its sole discretion. For purposes of this Policy, Authorized Resellers shall not include any person or entity that purchases Products from Clorox or its affiliate, The Clorox Sales Company, including but not limited to, Amazon.com and Walmart; sales by Distributor & Wholesaler to these entities are prohibited unless written authorization is provided from Clorox.

**1.2** Distributor & Wholesaler shall not sell directly to End Users of the Products without prior written authorization from Clorox. 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.

**1.3** If any customer or prospective customer of Distributor & Wholesaler is not yet an Authorized Reseller, Distributor & Wholesaler must provide The Clorox Pet Products Company Authorized Reseller Policy as well as other applicable policies to the customer or prospective customer. If the customer or prospective customer accepts The Clorox Pet Products Company Authorized Reseller Policy, Distributor & Wholesaler may thereafter sell Products to such Authorized Reseller unless and until Clorox revokes such Authorized Reseller’s status. If any customer ceases to comply with The Clorox Products Company Authorized Reseller Policy, Distributor & Wholesaler must immediately notify Clorox and, if directed by Clorox, discontinue sale of the Products to that customer. Sales of the Products to any persons or entities other than Authorized Resellers who Distributor & Wholesaler knows or has reason to know (either by being informed by Clorox or by any other means) intend to resell the Products shall be deemed a material breach of this Policy and may result in sanctions from Clorox, including termination of Distributor & Wholesaler’s status as an Authorized Distributor & Wholesaler, in addition to other remedies. Products sold to unauthorized persons, including sellers whose Authorized Reseller status has been revoked, and Products sold through unauthorized channels, including unauthorized websites, may not be eligible for certain Clorox promotions, services, and/or benefits, including, unless prohibited by law, coverage under any Product guarantees.

**1.4** Distributor & Wholesaler shall cease or suspend sales to any customer promptly upon request of Clorox.

**1.5** Distributor & Wholesaler shall not market for sale, sell, invoice, promote, or ship the Products to any individual or business outside the Territory, or to any individual or business known to resell the Products outside the Territory, without obtaining Clorox's prior written consent.

**1.6** Distributor & Wholesaler is not authorized to sell within the Territory Products purchased outside of the Territory, without obtaining Clorox's prior written consent.

## **1.7 Online Sales**

**1.7.1** Distributor & Wholesaler shall not sell Products through any Publicly Accessible Website (including through an affiliate or "D/B/A" of Distributor & Wholesaler) without the prior written consent of Clorox. 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. **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, Target+, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without Clorox's prior written consent.**

**1.7.2** A website operated by Distributor & Wholesaler 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. Sales of Products on such websites are permitted, provided that such websites identify Distributor & Wholesaler's full legal name or registered fictitious name, mailing address, telephone number, and email address.

**1.7.3** Clorox reserves the right to limit sales of its Products, including online. Clorox reserves the right to terminate, at any time and in its sole discretion, its approval for Distributor & Wholesaler to market and sell Products online, and you must cease all such marketing and sales immediately upon receiving notice of such termination.

**1.7.4** Nothing in this paragraph 1.7 is intended to or shall modify the prohibition on marketing for sale, selling, invoicing, promoting, or shipping Products outside of the Territory without Clorox's prior written consent.

## **2. Distributor & Wholesaler's Obligations.**

**2.1** Distributor & Wholesaler shall support Clorox's sales programs and use best efforts to further the sale of the Products to Authorized Reseller customers within the Territory.

**2.2** Distributor & Wholesaler shall carry an inventory of the Products adequate to meet the needs of its customers.

**2.3 Product Inspection.** Promptly upon receipt of Products, Distributor & Wholesaler shall inspect the Products and their packaging for damage, defect, tears or broken seals, evidence of tampering, or other nonconformance (a "**Defect**"). If any Defect is identified, Distributor & Wholesaler must not offer the Product for sale and must report the Defect to Clorox. In the event that Distributor & Wholesaler receives a report of a Defect from an Authorized Reseller, Distributor

& Wholesaler must also report the Defect to Clorox. Distributor & Wholesaler is responsible for all returns associated with claims of Defects made by its customers.

**2.4 Product Storage and Handling.** Distributor & Wholesaler shall comply with all instructions provided by Clorox regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Distributor & Wholesaler shall store all Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with applicable laws, rules and regulations, and any additional storage or handling guidelines specified by Clorox.

**2.5 Alterations Prohibited.** Distributor & Wholesaler shall sell Products in their original packaging, with all seals intact. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), misbranding, and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any lot code, batch code, UPC number, or other identifying information on Products is prohibited. Distributor & Wholesaler shall not remove or destroy any copyright notices, trademarks, or other proprietary markings on the Products, documentation, or other materials related to the Products. Further, Distributor & Wholesaler may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Distributor & Wholesaler shall not resell any Product that has been returned open or repackaged.

**2.6 Customer Service.** Distributor & Wholesaler's sales personnel must be trained to accurately describe, demonstrate, and sell each Product kept in Distributor & Wholesaler's inventory. At all times, Distributor & Wholesaler and Distributor & Wholesaler's agents must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of The Clorox Pet Products Company and/or its Fresh Step®, Scoop Away®, and Ever Clean® brands. Distributor & Wholesaler agrees to cooperate fully with Clorox in any investigation or evaluation of such matters.

**2.7 Recall and Consumer Safety.** Without prejudice to preexisting obligations or commitments by the parties with respect to recalls, Distributor & Wholesaler shall cooperate with Clorox with respect to any Product recall or other consumer safety information dissemination effort.

**2.8 Contact Information.** Distributor & Wholesaler shall maintain accurate and up-to-date company information and shall promptly notify Clorox of any change in Distributor & Wholesaler's telephone number, mailing address, email address, or other contact information.

**2.9 Compliance with Applicable Laws.** Distributor & Wholesaler shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

**2.10 Consumer Confusion.** Distributor & Wholesaler shall not advertise, market, display, or demonstrate non-Clorox products together with Products in a manner that would create the impression that the non-Clorox products are made by, endorsed by, or associated with Clorox. Distributor & Wholesaler shall not advertise, offer for sale, or sell any Products as genuine that in fact are not or falsely or inaccurately represent the features or functionality of any Products.

**2.11 Product Representations.** Distributor & Wholesaler shall (i) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill, and reputation of Clorox; (ii) avoid deceptive, misleading or unethical practices that are or might be

detrimental to Clorox or the Products; (iii) make no false or misleading representations with regard to Clorox or the Products; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to Clorox or the Products; and (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Products that are inconsistent with the literature distributed by Clorox.

**2.12 Product Tracking, Loss Prevention, and Product Quality.** Distributor & Wholesaler shall comply with any Product tracking systems implemented by Clorox. Distributor & Wholesaler shall implement commercially reasonable loss prevention and anti-diversion measures and notify Clorox promptly in the event of a theft or other loss of a material quantity of Products. Distributor & Wholesaler shall report to Clorox any customer complaint or adverse claim regarding the Products of which it becomes aware and shall assist Clorox in investigating any such complaints or adverse claims. Distributor & Wholesaler shall cooperate with Clorox in the investigation and resolution of any quality or customer service issues related to Distributor & Wholesaler's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

**2.13 Third-Party Logistics Providers.** Distributor & Wholesaler shall ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Clorox. Distributor & Wholesaler shall 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. Clorox reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Clorox. Distributor & Wholesaler shall cooperate with Clorox in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

**2.14** Distributor & Wholesaler shall promptly furnish information regarding Distributor & Wholesaler's sales of the Products, including where and to whom Products are sold, when requested by Clorox, at no charge to Clorox.

**2.15** Distributor & Wholesaler shall convey policy updates and other information to its Authorized Reseller customers upon request by Clorox.

**3. Intellectual Property.** Distributor & Wholesaler acknowledges and agrees that Clorox owns all proprietary rights in and to the Fresh Step, Scoop Away, and Ever Clean brands, names, logos, trademarks, designations, service marks, trade dress, patents, copyrights, and other intellectual property related to the Products (the "**Clorox Pet IP**"). Distributor & Wholesaler shall refrain from questioning or challenging the rights claimed by Clorox in the Clorox Pet IP or assisting any others in doing so. Distributor & Wholesaler is granted a limited, non-exclusive, non-transferable, revocable license to use the Clorox Pet IP in the Territory solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor & Wholesaler's status as an Authorized Distributor & Wholesaler. Distributor & Wholesaler's use of the Clorox Pet IP shall be in conformance with Clorox's then-current trademark usage policies. Anywhere that Distributor & Wholesaler displays trademarks owned by Clorox, Distributor & Wholesaler must display the appropriate trademark symbol - either ® or ™ - consistent with the application of trademark symbols by Clorox on the Products. Clorox reserves the right to review and approve, in its sole discretion, Distributor & Wholesaler's use or intended use of the Clorox Pet IP at any time, without limitation. Upon request by Clorox, Distributor & Wholesaler shall be required to submit samples of its display or use of the Clorox Pet IP or of the Products sold under the Clorox Pet IP. All goodwill arising from Distributor & Wholesaler's use of the Clorox Pet IP shall inure solely to the benefit of Clorox. Distributor & Wholesaler shall not create, register, or use any domain name, social

media screenname, or any mobile application that contains any Clorox product name or trademark, nor a misspelling or confusingly similar variation of any Clorox product name or trademark. In marketing the Products, Distributor & Wholesaler shall only use images of Products either supplied by or authorized by Clorox and shall ensure that all Product images and descriptions are accurate and up to date.

**4. Termination.** In addition to all other remedies, if Distributor & Wholesaler violates this Policy, Clorox reserves the right to terminate Distributor & Wholesaler's status as an Authorized Distributor & Wholesaler of the Products with written or electronic notice. Upon termination of Distributor & Wholesaler's status as an Authorized Distributor & Wholesaler, Distributor & Wholesaler shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor & Wholesaler is an Authorized Distributor & Wholesaler of the Products or has any affiliation whatsoever with Clorox; and (iii) using all Clorox Pet IP.

**5. Availability of Injunctive Relief.** If there is a breach or threatened breach of paragraphs 1, 2, 3, or 4 of this Policy, it is agreed and understood that Clorox shall 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 Policy 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 Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Clorox to exercise any right(s) herein or to insist upon full compliance by Distributor & Wholesaler with Distributor & Wholesaler's obligations herein shall constitute a waiver of any provision or otherwise limit Clorox's right to fully enforce any or all provisions and parts thereof.

**6. WARRANTY.** CLOROX DISCLAIMS ALL WARRANTIES TO DISTRIBUTOR & WHOLESALER, 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. CLOROX SHALL NOT BE LIABLE TO DISTRIBUTOR & WHOLESALER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

**7. Modification.** Clorox reserves the right to update, amend, or modify this Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Distributor & Wholesaler's continued use, advertising, offering for sale, or sale of the Products, use of the Clorox Pet IP, or use of any other information or materials provided by Clorox to Distributor & Wholesaler following notice of the amendments will be deemed Distributor & Wholesaler's acceptance of the amendments.

**8. Miscellaneous.** This Policy will be governed by, and interpreted and enforced in accordance with, the laws of the State of California without reference to principles of conflicts of laws. Any disputes or differences occurring between the parties arising out of or in any way relating to this Policy, or their rights and responsibilities to each other, will be settled by arbitration under the then current rules of the American Arbitration Association. The decision and award of the arbitrator(s) will be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The place of arbitration will be Oakland, California or any other place selected by mutual agreement of the parties. Nothing in the foregoing requirement that disputes or differences be submitted to arbitration will prohibit the right to seek provisional or equitable relief from any court having jurisdiction over the parties, including injunctive relief, pending a final award issued by the arbitrator(s); provided, however, this right is not intended to nor will it usurp the obligation of the parties to otherwise resolve such differences in accordance with this paragraph. Furthermore, nothing in this Policy is intended to or shall preclude Clorox's ability to commence an action in a court of law for purposes of ascertaining the identity of any unauthorized seller of the Products. If any provision of this Policy is held contrary to law, the remaining provisions shall remain valid.