

The Clorox Pet Products Company Authorized Reseller Policy
Effective June 1, 2024

The Clorox Pet Products Company Authorized Reseller Policy (the “**Policy**”) is issued by The Clorox Pet Products Company (“**Clorox**”) and applies to all Authorized Resellers of Fresh Step®, Scoop Away®, and Ever Clean® brand products (the “**Products**”) in the United States of America and its territories (the “**Territory**”). By purchasing Products from an Authorized Clorox Distributor or Wholesaler located in the Territory for retail sale, you (hereinafter “**Reseller,**” “**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, Reseller shall be considered an “**Authorized Reseller**” hereunder. Please read this Policy carefully. This Policy supplements any agreement between Clorox and Reseller. Clorox may review Reseller’s activities for compliance with this Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. Manner of Sale. Reseller is authorized to offer Products purchased from an Authorized Clorox Distributor or Wholesaler for retail sale in accordance with the terms herein. Sales in violation of these terms are strictly prohibited, are considered a material breach of this Policy, and may result in Clorox’s immediate termination of Reseller’s Authorized status, in addition to other remedies. Products sold to unauthorized persons or 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.

1.1 Reseller may sell Products solely to End Users of the Products. 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. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use or gifting.

1.2 Reseller shall not sell or transfer any of the Products to any person or entity for resale without the prior written consent of Clorox. This includes sales to subsidiaries/unique banners owned by Reseller, B2B accounts, wholesalers, freight forwarders/drop shippers for other resellers, online retailers such as Amazon.com, any person or entity with a direct customer relationship with Clorox or its affiliate The Clorox Sales Company, or any other person or entity Reseller knows or has reason to know intends to re-sell the Products.

1.3 Reseller shall not market for sale, sell, invoice, promote, or ship the Products to any individual or business outside the Territory without obtaining Clorox’s prior written consent.

1.4 Reseller is not authorized to sell within the Territory Products purchased outside of the Territory, without obtaining Clorox’s prior written consent.

1.5 Online Sales.

1.5.1 Reseller is permitted to market for sale or sell the Products through Permissible Websites. A “**Permissible Website**” is a website that (i) is owned or operated by Reseller in Reseller’s legal name or registered fictitious name; (ii) is not a third-party storefront on any online marketplace website (e.g., Amazon, eBay, Target+, or Walmart Marketplace); and (iii) is operated in compliance with all terms of this Policy.

1.5.2 Reseller may not sell the Products online anonymously. The Permissible Websites must clearly identify Reseller’s full legal name or registered fictitious name, mailing

address, telephone number, and email address. The Permissible Websites must not give the appearance that they are operated by Clorox or any third party.

1.5.3 Reseller shall not sell the Products on or through any website(s) other than Permissible Websites, including any third-party marketplace website such as Amazon, eBay, Target+, or Walmart Marketplace, without the prior written consent of Clorox.

1.5.4 At Clorox's request, Reseller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Websites.

1.5.5 The Permissible Websites shall have a mechanism for receiving customer feedback and Reseller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Reseller agrees to provide copies of any information related to customer feedback (including any responses to customers) to Clorox for review upon request. Reseller agrees to cooperate with Clorox in the investigation of any negative online review associated with Reseller's sale of the Products and to use reasonable efforts to resolve any such reviews.

1.5.6 Under no circumstances shall Reseller fulfill orders in any way that results in the shipped Product coming from stock other than Reseller's.

1.5.7 The Permissible Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.

1.5.8 Reseller shall be responsible for all fulfillment to its customers who order Products through the Permissible Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

1.5.9 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 Reseller to market and sell Products online, and you must cease all such marketing and sales immediately upon receiving notice of such termination. Reseller shall not advertise Products not carried in inventory.

1.5.10 Nothing in this paragraph 1.5 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. Reseller's Obligations

2.1 Product Inspection. Promptly upon receipt of Products, Reseller 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, Reseller must not offer the Product for sale and must report the Defect to the Distributor or Wholesaler from whom it was purchased. Clorox does not accept returns of Products purchased from a Distributor or Wholesaler.

2.2 Product Storage and Handling. Reseller 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. Reseller 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.

2.3 Alterations Prohibited. Reseller 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. Reseller 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, Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not resell any Product that has been returned open or repackaged.

2.4 Customer Service. Reseller shall be familiar with the special features of all Products kept in inventory and must obtain sufficient product knowledge to advise end-user customers on how to use the Products safely and properly. Reseller must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries within 24 hours. At all times, Reseller and Reseller'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. Reseller agrees to cooperate fully with Clorox in any investigation or evaluation of such matters.

2.5 Recall and Consumer Safety. To ensure the safety and well-being of the End Users of the Products, and without prejudice to preexisting obligations or commitments by the parties with respect to recalls, Reseller shall cooperate with Clorox with respect to any Product recall or other consumer safety information dissemination effort.

2.6 Compliance with Applicable Laws. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

2.7 Consumer Confusion. Reseller 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. Reseller 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.

2.8 Product Representations. Reseller 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.

2.9 Product Tracking, Loss Prevention, and Product Quality. Reseller shall comply with any Product tracking systems implemented by Clorox. Reseller 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. Reseller shall report to Clorox any customer complaint or adverse claim regarding the Products and shall assist Clorox in investigating any such complaints or adverse claims. Reseller shall cooperate with Clorox in the investigation and

resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

2.10 Third-Party Logistics Providers. Reseller 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. Reseller 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. Reseller shall cooperate with Clorox in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

3. Intellectual Property. Reseller 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**"). Reseller shall refrain from questioning or challenging the rights claimed by Clorox in the Clorox Pet IP or assisting any others in doing so. Reseller 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 Reseller's status as an Authorized Reseller. Reseller's use of the Clorox Pet IP shall be in conformance with Clorox's then-current trademark usage policies. Anywhere that Reseller displays trademarks owned by Clorox, Reseller 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, Reseller's use or intended use of the Clorox Pet IP at any time, without limitation. Upon request by Clorox, Reseller 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 Reseller's use of the Clorox Pet IP shall inure solely to the benefit of Clorox. Reseller 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, Reseller 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. If Reseller breaches or threatens to breach this Policy, Clorox reserves the right to terminate Reseller's status as an Authorized Reseller of the Products in addition to all other available remedies. Upon termination of Reseller's Authorized status, Reseller shall immediately cease selling the Products, representing itself as an Authorized Reseller of the Products, and all use of anything that may give the impression that Reseller is an Authorized Reseller of the Products or has any affiliation whatsoever with Clorox.

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. Except as otherwise provided or as the Reseller and Clorox may otherwise agree in writing, no failure, refusal, neglect, delay, waiver, forbearance, or omission by Clorox to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller'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 RESELLER, 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 RESELLER 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 Reseller'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 Reseller following notice of the amendments will be deemed Reseller'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.