

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

The Clorox Pet Products Company Authorized Retailer Policy (the “**Policy**”) is issued by The Clorox Pet Products Company (“**Clorox**”) and applies to all Authorized Retailers 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 for retail sale, you (hereinafter “**Retailer**,” “**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, Retailer shall be considered an “**Authorized Retailer**” hereunder. Please read this Policy carefully. This Policy supplements any agreement between Clorox and Retailer. Clorox may review Retailer’s activities for compliance with this 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. Manner of Sale. Retailer is authorized to offer Products purchased from Clorox or its affiliate, The Clorox Sales Company, 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 Retailer’s account, 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 Retailer 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. Retailer 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 Retailer 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 Retailer, B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, online retailers such as Amazon.com, any person or entity with a direct customer relationship with Clorox or The Clorox Sales Company, or any other person or entity Retailer knows or has reason to know intends to re-sell the Products.

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

1.5 Clorox reserves the right to request information from Retailer regarding where and to whom the Products are being sold, and Retailer shall furnish such information upon request.

1.6 Online Sales.

1.6.1 Retailer 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 Retailer in Retailer’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.

1.6.2 Retailer may not sell the Products online anonymously. The Permissible Websites must clearly identify Retailer'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.

1.6.3 Retailer 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.

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

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

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

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

1.6.8 Retailer 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.

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

1.6.10 Nothing in this paragraph 1.6 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. Product Orders. Orders for Products made by Retailer shall be handled pursuant to Clorox's or The Clorox Sales Company's product ordering and order processing procedures. Clorox and The Clorox Sales Company reserves the right to reject any order, in whole or in part, for any reason.

3. Retailer's Obligations.

3.1 Product Inspection. Promptly upon receipt of Products, Retailer 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, Retailer must not offer the Product for sale and must report the Defect to Clorox.

3.2 Product Storage and Handling. Retailer 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. Retailer 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.

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

3.4 Customer Service. Retailer 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. Retailer 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, Retailer and Retailer'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. Retailer agrees to cooperate fully with Clorox in any investigation or evaluation of such matters.

3.5 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, Retailer shall cooperate with Clorox with respect to any Product recall or other consumer safety information dissemination effort.

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

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

3.8 Consumer Confusion. Retailer 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. Retailer 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.

3.9 Product Representations. Retailer 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.

3.10 Product Tracking, Loss Prevention, and Product Quality. Retailer shall comply with any Product tracking systems implemented by Clorox. Retailer 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. Retailer 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. Retailer shall cooperate with Clorox in the investigation and resolution of any quality or customer service issues related to Retailer's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

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

4. Intellectual Property. Retailer 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**"). Retailer shall refrain from questioning or challenging the rights claimed by Clorox in the Clorox Pet IP or assisting any others in doing so. Retailer 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 Retailer's status as an Authorized Retailer. Retailer's use of the Clorox Pet IP shall be in conformance with Clorox's then-current trademark usage policies. Anywhere that Retailer displays trademarks owned by Clorox, Retailer 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, Retailer's use or intended use of the Clorox Pet IP at any time, without limitation. Upon request by Clorox, Retailer 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 Retailer's use of the Clorox Pet IP shall inure solely to the benefit of Clorox. Retailer 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, Retailer 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.

5. Termination. Clorox may terminate Retailer's account with or without cause at any time with written notice.

5.1 Upon termination of Retailer's account, Clorox, in its sole discretion, may repossess from Retailer all or any part of any stocks of Products then held by Retailer in inventory either by paying or giving credit for their invoice value or the value at which they stand in the books of Retailer, whichever is lower, provided: (i) Clorox shall be responsible for arranging for and paying the costs of transport and insurance; and (ii) Retailer may sell the stocks for which it has accepted orders

prior to the date of termination, and for that purpose and to that extent, the provisions of this Policy shall continue in full force and effect, and after which point, Retailer shall cease representing itself as an Authorized Retailer of the Products and all use of anything that may give the impression that Retailer is an Authorized Retailer of the Products or has any affiliation whatsoever with Clorox.

6. Availability of Injunctive Relief. If there is a breach or threatened breach of paragraphs 1, 3, 4, or 5.1 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 Retailer 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 Retailer with Retailer'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.

7. WARRANTY. CLOROX DISCLAIMS ALL WARRANTIES TO RETAILER, 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 RETAILER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

8. 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 Retailer'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 Retailer following notice of the amendments will be deemed Retailer's acceptance of the amendments.

9. 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.