

Dear Retailer,

At Spectrum Brands Pet, LLC ("Spectrum"), we are committed to you—the retailer partners that help our company provide products which enable pet owners, caretakers, and professionals to groom with confidence. To protect the FURminator® brand and the integrity of our authorized distribution channels, Spectrum is announcing and implementing an Authorized Reseller Program for its FURminator-branded products, effective March 16, 2020.

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

Your obligations under our new Authorized Reseller Program are outlined in the **Spectrum Brands Pet, LLC Authorized Retailer Policy for FURminator Products, and the key features are noted below:**

- **Where and to Whom You May Sell FURminator Products:** Spectrum is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of FURminator products to unauthorized sellers. To this end, the Authorized Retailer Policy requires that you sell FURminator products solely to end users and not to persons or entities who intend to resell FURminator products. In addition, you may not market for sale or ship FURminator products outside of the United States without our prior written consent.
- **Restrictions on Online Sales:** Subject to the terms of the Authorized Retailer Policy, including our Online Sales Guidelines, you are permitted to sell FURminator products solely through your own proprietary websites. **Sales on online marketplaces, including but not limited to websites such as Amazon and eBay, are strictly prohibited.** Our rules regarding online sales will be strictly enforced.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase FURminator products have the best experience possible, the Authorized Retailer Policy outlines our expectations for the service you will provide to your customers. The Authorized Retailer Policy also describes certain steps you must take to maintain the quality of FURminator products until they reach consumers.

Spectrum also has a unilateral Minimum Advertised Price Policy for certain FURminator products in the United States ("MAP Policy"), which will be effective March 16, 2020. The MAP Policy is also enclosed.

Thank you for your careful attention to the enclosed documents and for your continued support of Spectrum and the FURminator brand. If you have any questions regarding the Authorized Reseller Program, please contact your Spectrum sales representative.

Sincerely,

Stan Owens

Stan Owens, DVP Pet Sales
Spectrum Brands - Global Pet Care

**SPECTRUM BRAND PET, LLC AUTHORIZED RETAILER POLICY
FOR FURMINATOR PRODUCTS
Effective Date: March 16, 2020**

This Spectrum Brands Pet, LLC Authorized Retailer Policy (“Retailer Policy”) is issued by Spectrum Brands Pet, LLC (“Spectrum”) and applies to Authorized Retailers of FURminator®-branded products (“Product(s)”) in the United States of America. By purchasing Products from Spectrum for retail sale, you (“Retailer”) agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer agreement between you and Spectrum. Until such status is otherwise revoked by Spectrum, in Spectrum’s sole and absolute discretion, Retailer shall be considered an “Authorized Retailer” hereunder. Spectrum may review Retailer’s activities for compliance with this Retailer 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 only authorized to sell Products purchased from Spectrum to End Users. An “End User” is a purchaser of the Products who is the ultimate user of the Product 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 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 Spectrum’s prior written consent.

2. **Online Sales.** Retailer is authorized to advertise and sell Products through a Permissible Public Website in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
- (ii) conspicuously states Retailer’s legal name or registered fictitious name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by Spectrum or any third party; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as Spectrum may amend from time to time.

Retailer shall not sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, or Walmart Marketplace), mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Spectrum. Spectrum reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Website, and Retailer must cease all such marketing and sales on the Permissible Public Website immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Spectrum 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 Spectrum. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing 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 Spectrum.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Retailer shall comply with all instructions provided by Spectrum regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Retailer shall store Products in a cool, dry place, away from direct sunlight.

(b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.

(c) Retailer shall not resell any Product that has been returned opened or repackaged.

(d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, 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 promptly report the Defect to Spectrum by email at GPC-H&G@spectrumbrands.com.

(e) Retailer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Retailer must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(f) Retailer shall cooperate with Spectrum with respect to any Product tracking systems that may be implemented from time to time.

(g) Retailer shall cooperate with Spectrum with respect to any Product recall or other consumer safety information dissemination efforts.

(h) Retailer shall report to Spectrum any customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist Spectrum in investigating any such complaints or adverse claims.

(i) Retailer shall cooperate with Spectrum 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.

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

6. **Termination.** If Retailer violates this Retailer Policy, Spectrum 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 Spectrum Products or has any affiliation whatsoever with Spectrum; and (iii) using all Spectrum IP.

7. **Modification.** Spectrum reserves the right to update, amend, or modify this Retailer 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 Spectrum IP, or use of any other information or materials provided by Spectrum to Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer Policy, and its attachments, if any, constitute confidential, proprietary information of Spectrum 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 Spectrum.

EXHIBIT A
SPECTRUM BRANDS PET, LLC ONLINE SALES GUIDELINES
FOR PERMISSIBLE PUBLIC WEBSITES

Retailer's approval to sell Spectrum Products on a Permissible Public Website is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Website must not give the appearance that it is operated by Spectrum or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Website and must be included with any shipment of Products from the Permissible Public Website or in an order confirmation email sent at the time of purchase.
3. At Spectrum's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Website.
4. The Permissible Public Website 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 Spectrum for review upon request. Retailer agrees to cooperate with Spectrum 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. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Spectrum.
5. The Permissible Public Website shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through the Permissible Public Website, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by Spectrum in writing, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from Product stock other than stock purchased by Retailer from Spectrum.
8. In marketing the Products on the Permissible Public Website, Retailer shall only use images of Products either supplied by or authorized by Spectrum and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.