

WHOLISTIC PET ORGANICS™

Distribution Rights Policy

Wholistic Pet Organics grants Reseller the non-exclusive and non assignable right to sell its Products to customers in the general public, so long as Reseller does not vary from the listed MSRP and MAP pricing as specified in the MAP Pricing Policy. The customers are end users who purchase the product from Reseller. The Reseller shall have a Reseller permit or business license issued by its State or its government where the Reseller's company is located or registered. Reseller's purchases shall be direct from Wholistic Pet Organics, and will be resold by Resellers as received from Wholistic Pet Organics without modification or rebranding.

Wholistic Pet Organics grants the Reseller a limited right-to-use license (the "License") for certain Company trademarks and logos (the "Logos") for the duration of the agreement. This license is granted for the benefit of Wholistic Pet Organics resellers with a legitimate intent to advertise and sell Wholistic Pet Organics products. The Reseller may not, under any circumstances, alter the appearance of the logos, either by alteration, size, color, or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies Company may deem appropriate.

Online Marketplace Policy

Wholistic Pet Organics, in its sole discretion, reserves the right to discontinue doing business with any retailer that advertises or sells any product covered by this policy on third party marketplaces including, but not limited to, Amazon.com, Ebay.com, Walmart.com or any of their affiliate websites, without written consent by Wholistic Pet Organics. The products covered by this Policy include all products sold by Wholistic Pet Organics ("Products").

Any entity ("Retailer") that wants to sell products on an online marketplace ("Marketplace") such as Amazon.com, Ebay.com, Walmart.com or any of their affiliate websites, through the marketplace site or use any order processing, fulfillment, shipping or other services related to these marketplaces provided by such, or use any platform, portal, web service, application, interface, or other tool provided in connection with the marketplace, must have written consent by Wholistic Pet Organics.

Confidentiality Policy

Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each employee or agent of Reseller, performing duties hereunder, shall be made aware of this Agreement and shall execute a document that binds said employee or agent of Reseller to the same level of confidentiality contained herein.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

I have read and understood Wholistic Pet Organics' policies.

Signature: _____ Date: _____

Printed Name: _____