

Product Vendor Agreement

PETSPACE PRODUCT VENDOR AGREEMENT

This Petspace Product Vendor Agreement (the “**Agreement**”) is between you (“**you**” or “**Product Vendor**”) and Pet&Planet Limited and its subsidiaries (“**Petspace**” or “**we**”).

We are pleased that you have agreed to use the “**Petspace Marketplace**,” a sustainability focused marketplace provided by Petspace at Petspace.uk (“**Petspace Marketplace**”). Petspace will sell products (including your products) through the Petspace Marketplace to Petspace’s customers (“**Petspace Customers**”).

1. **Registration and Use of the Petspace Marketplace**

By registering for and using the Petspace Marketplace, you agree to be bound by all terms and conditions of this Agreement and all “**Petspace Policies**” (meaning all policies attached to this Agreement or otherwise set forth on the Petspace Marketplace or elsewhere on Petspace.uk), which are all incorporated into this Agreement by reference. This Agreement and all Petspace Policies may be amended or replaced (and new Petspace Policies may be added) through the process described in Section 14 (Modifications to the Petspace Marketplace and this Agreement).

You hereby agree to provide complete and accurate information required by the Petspace Marketplace and to keep it up-to-date. You represent that you have the right and power to enter and perform this Agreement and the transactions that you authorize Petspace to perform on the Petspace Marketplace. You are responsible for your Petspace Marketplace password(s) and for any activity through your account. You must keep your password(s) confidential and, if the security of your password(s) is compromised, immediately notify Petspace and change your password(s) on the Petspace Marketplace.

2. **Registration and Use of the Petspace Marketplace**

a. **Product Listing**

You hereby agree to provide complete and accurate product information for each product that you list and offer on the Petspace Marketplace in accordance with the specifications of the Petspace Marketplace and in compliance with the Petspace Product and Listing Policy attached as Exhibit D. You agree that you will only list or sell to Petspace products that you own or control. If you operate an online marketplace, you may not list or sell to Petspace third party products that are listed on that marketplace (i.e., products that you do not either own or control). Nothing in this Agreement prohibits you from selling your products on your own or other online marketplaces, or from allowing third parties to sell their products on your own or other online marketplaces.

b. **Petspace Marketplace**

When you submit a listing for a product on the Petspace Marketplace, you agree to comply with and perform the sale of such product in accordance with Petspace Policies.

c. **Processing of Sales; Fulfillment**

The Petspace Marketplace will determine when one of your products is sold to a Petspace Customer on the terms set forth in this Agreement, at which time Petspace will notify you of the transaction by providing you the order and shipping information to ship your product to the Petspace Customer. All transactions will be in British Pound Sterling (GBP£). When you

submit the “Product Content” (as defined in Exhibit D) for listing of a product, Petspace will notify you if such product is categorized as an “everyday essential product.” You agree to pack, fulfill, ship and deliver each product order on the Petspace Marketplace in compliance with the Petspace Fulfillment Policy attached as Exhibit A. Petspace may use all order, shipping and tracking information to interact with Petspace Customers. Petspace will serve as the first point of customer service for Petspace Customers, and you will not communicate with Petspace Customers regarding shipments of products by you unless explicitly authorized by Petspace. You agree to ensure that you are the seller of each of your products and identify yourself as such on all packing slips or other information included or provided in connection with your products. You remain the seller of record on all transactions made through the Petspace Marketplace.

d. Promotion

Petspace may engage in merchandising, promotion and advertising of the products you offer on the Petspace Marketplace, as determined by Petspace in its sole discretion. The activities may be performed on the Petspace Marketplace or through other online or offline features or programs (including, for example, mailings or inserts), or through any third-party relationships with Petspace.

3. Payment and Settlement of Petspace Marketplace Transactions

Products you list on the Petspace Marketplace are sold to Petspace’s customers at a price to be determined by you. Otherwise by Petspace in accordance with Petspace Pricing, Settlement and Commissions Policy attached as Exhibit C, and the sale of each of your products listed on the Petspace Marketplace and the settlement of these transactions (including the payment to Petspace of commissions) shall occur as set forth in the Petspace Pricing, Settlement and Commissions Policy, attached as Exhibit C.

If Petspace determines in its sole discretion that your actions may result in a dispute with a Petspace Customer, Petspace may delay any payments relating to such dispute until the dispute is resolved. Petspace reserves the right to impose activity limits on some or all Petspace Customers and Product Vendors on the Petspace Marketplace (including, without limitation, volume or money restrictions). In such case(s), Petspace will not be liable to you for any transaction by Petspace that does not proceed or is withdrawn due to any of these limitations.

Petspace will bear the risk of credit card fraud (i.e., fraudulent purchases arising from the theft and unauthorized use of a third party's credit card information) occurring in connection with sales of your Products; provided, that Petspace will not bear the risk of credit card fraud in connection with any of your Products that are not fulfilled strictly in accordance with the order information and shipping information that Petspace provides you. You will bear all other risk of fraud or loss.

4. Refunds and Returns

Petspace has established the terms by which Petspace Customers process returns and refunds on their purchases on the Petspace Marketplace. Returns and refunds of these products between Petspace and Product Vendors are detailed in the Petspace Returns Policy, attached as Exhibit B.

5. Petspace Customer Pricing

You acknowledge that the price charged by Petspace to Petspace Customers on the Petspace Marketplace may be different than the “Item Price” (as defined in the Petspace Pricing, Settlement, and Commission Policy) that is listed by you on the Petspace control center (“**Petspace Control Center**”). However, the amounts paid to you by Petspace for any sales transaction will always be based upon the Item Price and paid as set forth in the Petspace Pricing, Settlement and Commission Policy.

6. **Term**

This Agreement becomes effective at the time you complete registration on the Petspace Marketplace and then continues until terminated by you or Petspace. You may terminate this Agreement for any reason at any time by notifying Petspace through the means then specified by Petspace on the Petspace Control Center. Petspace may terminate this Agreement for any reason at any time by notice to you. Upon termination, any rights and obligations of you and Petspace with respect to any outstanding sale transaction (including fulfillment and returns) will survive until completed as set forth in this Agreement. The following Sections also survive any termination of this Agreement: 3 (Payment and Settlement of Petspace Marketplace Transactions), 6 (Term), 7 (Licenses; Intellectual Property), 8(c) (Recalls and Product Defects), 8(g) (Petspace Customer Personal Information), 9 (Indemnification), 10 (Disclaimer and General Release), 11 (Limitation of Liability), 12 (Taxes), 13 (Relationship of Parties), 16 (Confidentiality), 17 (Governing Law and Disputes) and 18 (Miscellaneous).

7. **Licenses; Intellectual Property**

a. **License relating to your Products**

You grant Petspace the right and license relating to your products and product-related content that is set forth in the Petspace Product and Listing Policy. Nothing in this Agreement will impair Petspace’s rights under applicable law to list and display products without a license to the extent that such use is allowable without a license (e.g., through fair use, a third-party license, referential use under trademark law, or valid license from a third party).

b. **Licenses (Product Vendor)**

You grant Petspace a royalty-free, non-exclusive, worldwide right and license to use your name and logo during the term of this Agreement, and to sublicense the foregoing rights to Petspace’s affiliates to accurately promote your relationship with Petspace. Upon termination of this Agreement, you may revoke the license under this Section 7(b). Notwithstanding anything to the contrary, Petspace agrees that it will not alter your trademark or logo (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same).

c. **License to use Suggestions**

Petspace will be free to use any suggestions, comments, ideas, improvements, or other feedback or materials (together, “**Suggestions**”) that you (or any third party related to you including any of your affiliates) provide to Petspace in connection with the Petspace Marketplace (including without limitation any functionality, technology, appearance, design, or business model modifications relating to the Petspace Marketplace or other area of Petspace.uk). You disclaim any and all ownership rights in any such Suggestions. For purposes of this section, Petspace’s use includes the ability to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing in any manner.

d. **Ownership of Petspace Website and Technology**

As between Petspace and Product Vendor, Petspace owns all technology, infrastructure, know-how, design features, methods and materials used to provide, maintain and display the

Petspace Marketplace (and all intellectual property therein), including all information and data related to how Petspace Customers and other users view, navigate and use the Petspace Marketplace, and all manner of connectivity and association (such as those relating to cookies or device identifiers) between Petspace Customers and users and the Petspace Marketplace.

8. Other Provisions regarding Products, Petspace Customers and the Parties

a. Compliance with Laws and Petspace Policies

Each party and its agents, subcontractors and suppliers will comply with all applicable laws in the performance of this Agreement. You will also ensure that your products and all product information (including all minimum age, marking and labeling requirements) for your products comply with all applicable laws and all Petspace Policies.

b. Ownership of Products; Title and Risk of Loss

Title to and risk of loss for shipment of tangible product will transfer immediately to the Petspace Customer upon your delivery to the common carrier for shipment to the Petspace Customer. You will remain responsible to the Petspace Customer for your products as set forth in this Agreement and the Petspace Policies.

c. Recalls and Product Defects

You will notify Petspace immediately as soon as you have any public or private knowledge of any recalls (private or public), defects or non-conformities that apply to any of your products. You are solely responsible to Petspace and the Petspace Customers for the condition of your products, including any non-conformity or defect in your products or any public or private recall of your products and for all costs relating thereto, and to comply with all applicable laws relating to product recalls, defects and non-conformities for your products.

d. Insurance

Initially, Petspace will not require any insurance from you. However, Petspace reserves the right to require you to maintain at your expense reasonable levels of insurance relating to you or your products, as determined by Petspace, if you exceed Petspace-determined sales value and/or volume thresholds or for other reasons related to potential risk. This insurance may include commercial general, umbrella and/or excess liability insurance with the insurance limits (per occurrence and in aggregate) determined by Petspace. Petspace may require such policy to name Petspace and its assignees as additional insureds (with an insurance certificate provided to Petspace).

f. No Damage to Petspace's Site

You agree not to access, search or otherwise use the Petspace Marketplace or other areas of Petspace.uk through the use of any engine, software, tool, agent, device, mechanism or automated means (including spiders, robots, crawlers, data mining tools or the like) in any way that is harmful or damaging to Petspace (as determined by Petspace in its sole discretion), which obligations shall be in addition to any such obligations set forth on the Petspace Marketplace Terms of Service.

g. Petspace Customer Personal Information

As a result of sales and other activity through the Petspace Marketplace, you will receive information about identified or identifiable Petspace Customers and related third parties (such as third parties to whom Petspace Customers designate as recipients of shipments), including without limitation names, contact information, purchase information, and the fact that individuals have a relationship with Petspace (“**Petspace Customer Personal Information**”).

There are restrictions on your use of Petspace Customer Personal Information. You may use the Petspace Customer Personal Information solely to perform your obligations and exercise your rights under this Agreement and for purposes of legal compliance. You may not directly or indirectly use Petspace Customer Personal Information to (a) contact any Petspace

Customer that has ordered product that has not yet been delivered, or any related individual such as a designated shipment recipient, with the intent to offer or solicit any purchase, (b) call a Petspace Customer for any reason (including any fulfillment questions which should be handled by carriers), (c) solicit additional information from the Petspace Customer or related individual (which in any case would be deemed Petspace Customer Personal Information) or (d) sell or otherwise transfer Petspace Customer Personal Information to any third party. Petspace does allow select marketing communication with the Petspace Customer through the inclusion of marketing materials within the packaging of Petspace orders shipped. All marketing materials and communications must comply with the Petspace Product and Listing Policy.

However, if Petspace indicates to you that the relevant individual has opted out of Product Vendor marketing, then you may not use the Petspace Customer Personal Information to contact the individual (e.g., by telephone, or email) to solicit or induce a purchase, rental, lease, or exchange of products, goods, property, or services.

Regardless of any opt-out information that Petspace provides to you, this Section does not restrict your use of information that you acquire or develop outside the context of the Petspace Marketplace and without the use of Petspace Customer Personal Information or other Petspace Confidential Information. For example, if you have a pre-existing relationship with an individual who also is a Petspace Customer, and you already have their contact information, this Agreement does not prevent you from contacting them with that contact information for marketing purposes, but you cannot, for example, target that Petspace Customer because of information learned through transactions made on the Petspace Marketplace or otherwise due to the fact that the Petspace Customer has a relationship with Petspace.

h. Continuing Guarantees:

We require the following continuing guarantees from you:

Pesticides: If any of your products is a "pesticide" being offered or sold in the UK or any other product regulated under the UK Control of Pesticides Regulations (COPR) or its implementing regulations, then you provide to us the following ongoing guarantee that: (a) you are a resident of the UK; and (b) with respect to each such product, the pesticides and other COPR regulated products comprising each sale, shipment, or other delivery made previously or hereafter are: (i) lawfully approved or authorised under the Health and Safety Executive (HSE) at the time of sale, shipment, or delivery, or fully qualified for a specific exemption from the COPR approval requirements at the time of sale, shipment, or delivery, (ii) compliant with all requirements of COPR and its implementing regulations at the time of sale, shipment, or delivery, and (iii) provided by you in the original, unbroken packaging.

Foods, Drugs, Medical Devices, and Cosmetics: If any of your products is a "food", "drug", "medical device", or "cosmetic" being offered or sold in the UK or other product regulated under the UK Food Safety Act, Medicines Act, Medical Devices Regulations, or Cosmetics Regulation or their implementing regulations, then you provide us with the following ongoing guarantee that with respect to all such products comprising each sale, shipment, or other delivery made previously or hereafter are: (i) not adulterated or misbranded within the meaning of the respective UK regulations, (ii) compliant with all requirements of the Food Safety Act, Medicines Act, Medical Devices Regulations, or Cosmetics Regulation and their implementing regulations at the time of sale, shipment, or delivery, and (iii) provided by you in the original, unbroken packaging.

Indemnification

You agree to indemnify, defend and hold harmless Petspace and Petspace's Representatives (as defined below) against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to (a) your products, including without limitation, the sale, fulfillment, refund, cancellation, return, or adjustments of your products, any actual or alleged infringement of any related intellectual property rights in your products and any actual or alleged personal injury, death or property damage related to your products, (b) any breach of your obligations under this Agreement, (c) any taxes owed by you as set forth in this Agreement, or (d) your non-compliance with applicable laws. You will use counsel reasonably satisfactory to Petspace to defend any indemnified Claim, and Petspace may control the defense of any indemnified claim (at Product Vendor's cost) to the extent Petspace determines that any indemnified Claim might adversely affect Petspace.

Neither party may consent to a settlement or entry of any judgment related to a Claim without the other party's prior written consent, which may not be unreasonably withheld. "**Petspace's Representatives**" means Petspace's employees, officers, directors, investors, service providers, agents and advisors.

10. Disclaimer and General Release

The Petspace Marketplace, including all content, software, functions, materials and information made available on the Petspace Marketplace is provided to you "as-is." You agree that you are using the Petspace Marketplace at your own risk. As a user, you will use the Petspace Marketplace at your own risk. To the fullest extent permissible by law, Petspace disclaims (a) any and all representations and warranties related to this Agreement, (b) any implied warranties relating to this Agreement (such as implied warranties of merchantability, fitness for a particular purpose or non-infringement) and (c) any other obligation, or liability to you or any third party, whether or not arising from Petspace's negligence.

Petspace does not warrant that the functions and software contained in the Petspace Marketplace will meet your requirements. Petspace does not guarantee that the Petspace Marketplace will be available, timely, secure, uninterrupted or error free. Petspace will not be responsible for any service interruptions, including without limitation those relating to any sales transactions. Petspace will not be liable for any delay or failure to perform any of Petspace's obligations under this Agreement by reasons, events or other matters beyond Petspace's reasonable control.

11. Limitation of Liability

Except with respect to obligations arising under Sections 3 (Payment and Settlement of Petspace Marketplace Transactions), 9 (Indemnification) and 16 (Confidentiality), neither party will be liable to the other party (whether in contract, warranty, tort or for claims of negligence, product liability or other claim) for any loss of profit, revenue, business, or data or indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party has been advised of the possibility of such costs or damages. Petspace's aggregate liability arising out of or in connection with this Agreement (or transactions contemplated by this Agreement) will not exceed the total commissions paid by you to Petspace during the six-month period prior to the date your claim arose.

12. Taxes

Petspace will calculate, collect, and remit tax on sales made by merchants outside of the UK shipped to customers located in the UK that have enacted Marketplace Facilitator, Marketplace Fairness, or similar laws. These laws shift collection responsibility from the

merchant to the marketplace facilitating the merchant's sale. All fees payable by you to Petspace under this Agreement are exclusive of any applicable taxes.

For purposes of this Agreement, the term “taxes” means all sales taxes, taxes on goods and services, value added and consumption taxes, use taxes, excise taxes, import and export fees, regulatory fees, levies or similar charges and duties assessed or required to be collected or paid for any reason in connection with the promotion, offer, sale or fulfillment of any products by you in connection with the Petspace Marketplace.

13. Relationship of Parties

You and Petspace are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, sales representative or employment relationship between us. This Agreement is for the sole and exclusive benefit of Petspace, Petspace Customers and you, and there are no other third-party beneficiaries under this Agreement.

14. Modifications to the Petspace Marketplace and this Agreement

As a start-up, we may be making frequent changes and improvements to the Petspace Marketplace. Petspace may also amend this Agreement, including by amending, revoking, or adding new Petspace Policies at any time and at Petspace’s sole discretion, by posting the updated or new versions (or notice of revocation) or a link to them on a designated portion of the Petspace Marketplace. Unless the updated or new document specifies a longer delay before its effective date, the changes will take effect at the earlier of (i) 10 days after the posting to the designated area or (ii) your express acceptance of them, such as via a click-through process.

If you do not agree with these changes, you must discontinue use of the Petspace Marketplace and terminate this Agreement as specified in Section 6 before the 10-day period expires. To be clear, changes to Section 17 will not apply to claims that accrue prior to the effective date of the changes, which will continue to be governed by the version of Section 17 that was effective upon accrual of the claim. The foregoing does not, however, negate any other termination rights held by either party.

15. Control of Site

Notwithstanding anything to the contrary, Petspace has the right in Petspace’s sole discretion to determine the content, appearance, design, functionality and other aspects of the Petspace Marketplace, including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Petspace Marketplace and any element, aspect, portion or feature thereof (including any product listings). Petspace also has the right to cease providing to you access to the Petspace Marketplace at any time and without notice or to delay, halt any transaction, suspend the listing or de-list any of your products, or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by Petspace Policies. Petspace reserves the right to rate (or allow Petspace Customers to rate) your or others products sold through the Petspace Marketplace and/or rate your performance as a Product Vendor on the Petspace Marketplace, and to make these ratings and feedback publicly available. Petspace reserves the right to import reviews from Amazon or other platforms for the respective products. Petspace also has the right to monitor any activity on the Petspace Marketplace and investigate any matters that arise from such activity.

16. Confidentiality

Each party agrees to hold all Confidential Information (as defined below) of the other party in strict confidence and not use any such Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement. Neither party shall disclose the other party's Confidential Information to any third party, except such party may disclose such Confidential Information to its employees, affiliates, service providers, advisors and other representatives who need to know to perform this Agreement and for internal purposes such as accounting, tax or regulatory matters. Each party agrees to be responsible for any disclosure by its employees, affiliates, service providers, advisors and other representatives and for their compliance under this Agreement. Each party shall take reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure or dissemination of the other party's Confidential Information. Release of Confidential Information in response to a subpoena, court order, or other demand from a litigant or law enforcement entity will be permitted only if the recipient of the Confidential Information has provided the discloser with advance notice (to the extent legally permitted) to permit the discloser to seek a protective order or other appropriate remedy to protect its Confidential Information from release, and the recipient limits the release of the Confidential Information to the extent reasonably possible under the circumstances.

“Confidential Information” means all information in whatever form (e.g., written, verbal, electronic), tangible or intangible, whether disclosed or prepared upon review of such information, pertaining to the business of the disclosing party or its affiliates, subsidiaries or business associates. Confidential Information includes business, product or service plans; financial information and projections; designs, drawings, schematics, techniques, suggestions, development tools and processes; data and computer software; developments, inventions, and improvements; research and development; customer, market and marketing information (including Petspace Customer Personal Information, which shall be considered Confidential Information) and the terms of this Agreement. Sales data will be considered Confidential Information. Confidential Information does not include information that (i) is or becomes publicly known, not as a result of any improper action or inaction of the party receiving such information; (ii) was rightfully in possession or known by the party receiving such information at the time of disclosure; (iii) is disclosed to the party receiving such information by a third party who rightfully possesses the information without confidentiality restrictions, (iv) is independently developed by the party receiving such information without use or reference to the Confidential Information or (v) Petspace expressly consents that you may disclose.

These obligations are in addition to, but do not supersede, the obligations set forth in Section 8(g).

17. Governing Law and Disputes

a. Governing Law

This Agreement and any claim or dispute between you and our platform will be governed by the laws of United Kingdom, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

b. Disputes

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in London, England, using the English language in accordance with the Arbitration Rules and

Procedures of the London Court of International Arbitration ("LCIA") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of LCIA arbitrators in accordance with the Arbitration Rules and Procedures of LCIA. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator, to prevent irreparable harm arising from any infringement or other misuse of intellectual property rights. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the courts located in United Kingdom.

c. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND PETSPACE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND PETSPACE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER PRODUCT SUPPLIERS OR OTHER SELLERS ON THE PETSPACE MARKETPLACE OR PETSPACE CUSTOMERS NOT INVOLVED IN SUCH CLAIM. ANY AWARD OF DAMAGES BY THE ARBITRATOR MUST BE CONSISTENT WITH THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, INCLUDING AS TO THE TYPES AND THE AMOUNTS OF DAMAGES FOR WHICH A PARTY MAY BE HELD LIABLE. ANY ARBITRATION OR PERMITTED LITIGATION FOR A CAUSE OF ACTION SUBJECT TO THIS SECTION MUST COMMENCE WITHIN 1 YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

d. Any Disputes between you and Petspace Customers or Third Parties

While Petspace may in its discretion assist you or a Petspace Customer in any dispute or claim between you and a Petspace Customer regarding a product purchased by the Petspace Customer from Petspace under this Agreement, you release Petspace from any and all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any such products or any such disputes between you and a Petspace Customer, or between you and any other third party.

e. Release

You release Petspace from any and all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with Petspace's release to law enforcement of any information, communications, content or other records that Petspace maintains about or in connection with you or your account.

18. Miscellaneous

You may not assign this Agreement, by operation of law or otherwise, without Petspace's prior written consent. Subject to the foregoing restriction, this Agreement will be binding on,

inure to, and be enforceable against the parties and their respective successors and assigns. Petspace may assign this Agreement in its sole discretion, including by way of merger or sale of stock, by providing you notice of the same.

Petspace will send all notices required by this Agreement to you via the Petspace Marketplace or at the e-mail address you provide on the Petspace Control Center (which you may change at any time on the Petspace Marketplace) or by any other means then specified by Petspace to the address you provide on the Petspace Control Center. You must send all notices and other communications relating to Petspace by using Petspace's then specified method set forth in the Petspace Control Center.

Headings are for reference purposes only and do not limit the scope or extent of such section. If any provision of this Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

A party's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver by that party of its right to enforce such provision (through strict performance or otherwise) or any other provision of this Agreement.

This Agreement and all Petspace Policies are the entire understanding and agreement between you and Petspace relating to the matters covered thereby and supersede all prior understandings and agreements of the parties relating to those matters. In the event of any conflicts between Petspace Policies and this Agreement, Petspace Policies will prevail.

EXHIBIT A: Petspace Fulfillment Policy

1. Performance Expectations

Petspace expects that all Product Vendors consistently demonstrate excellent performance with regard to the overall Petspace Customer experience. Performance metrics and targets should be considered when configuring your operational settings on the Petspace Marketplace. In order to maintain a great Petspace Customer experience, every effort should be made to provide fulfillment information and maintain operational settings that provide specific delivery days as opposed to delivery date ranges. This objective can be achieved by providing specific shipping methods (e.g., Royal Mail) in the Petspace Control Center as opposed to general service levels. In order to ensure a positive Petspace Customer experience, Petspace typically expects orders to be delivered to Petspace Customers within 5 business days or less from order placement. For orders on everyday essential products (e.g., training pads, dog food, etc.), delivery within 2 business days is recommended in order to be competitive (please see the Agreement for more details).

Petspace has defined performance metrics and targets below that illustrate the performance expectations that we have for our Product Vendors.

Order Acknowledgement Time Service Level

- This metric is defined as the percentage of orders acknowledged by the Product Vendor within a specified time after the order is in a Ready status on Petspace's Marketplace.
- Petspace expects the typical Product Vendor to acknowledge an order in 15 minutes or less.
- Performance Expectation: 100% for 2 hours.
- If order is not acknowledged within 2 hours, the order is void and made available to other Product Vendors.
- Service levels and performances apply on business hours only.

Order Acceptance Rate

- This metric is defined as the percentage of orders accepted by the Product Vendor.
- This metric is an indication of Product Vendor's inventory accuracy on the Petspace Marketplace.

Orders Shipped Rate

- This metric is defined as the percentage of complete orders shipped after acceptance.
- This metric is an indication of the inventory accuracy and health in the Product Vendor fulfillment network.

Orders Shipped On Time Rate

- This metric is defined as the percentage of orders that have a first scan by the shipping carrier < 24 hours after the expected ship date (as determined by the order processing time and operating days set by the Product Vendor).

Orders Delivered On Time Rate

- This metric is defined as the percentage of orders delivered on time.
- This metric is an indication of overall delivery promise performance.

Order Processing Time

- This metric is defined as the time to process and fulfill the order (pick/pack/ship).
- The typical Product Vendor will fulfill the same day or within 1 business day.
- This value is defined by the Product Vendor in the Petspace Control Center by selecting appropriate service levels for fulfillment processing time.
- If Petspace determines that the Product Vendor has significantly exceeded the fulfillment processing time indicated in the Petspace Control Center and has not yet shipped the complete order, Petspace reserves the right to cancel the unfulfilled portion of the order on the Product Vendor's behalf.

Order Processing to Delivery Time

- This metric is defined as the time from completion of order processing (shipment) to delivery of order.
- The typical Product Vendor will be able to deliver the package in 1 to 5 business days (2 days for ‘everyday essentials’) from the time of shipment depending on ship distance.
- This value is influenced by the Product Vendor in the Petspace Control Center by selecting appropriate shipping service levels or shipping methods that can meet this promise.

Order to Delivery Time

- This metric is defined as the time from when a Petspace Customer places an order to delivery of the order.
- The typical Product Vendor will be able to deliver the package in 1 to 5 business days (2 days for ‘everyday essentials’).
- This metric is the overall Petspace Customer delivery promise time.

Product Vendor Order Defect Rate

- This metric is defined as the portion of orders that have a defect due to the Product Vendor (e.g., wrong item shipped, or poorly packed damaged items)
- Performance Expectation: < 2%.

Average Petspace Contact Response Time

- This metric is defined as the percentage of Petspace initiated messages that are responded to within 12 hours. This metric includes evenings and weekends.
- Performance Expectation: >95.0%

Petspace will work with our Product Vendors to set reasonable fulfillment expectations for specialized products such as bulky or heavy items that may require longer time to deliver.

2. Settings and Guidelines

a. Inventory Update Frequency

This metric is defined as the frequency that the Product Vendor sends available inventory quantities to Petspace. The Product Vendor requirement is fulfilled by updating inventory quantities in the Vendor’s account dashboard.

The typical Product Vendor will refresh all inventory quantities in account dashboard at least once per day, but update frequency should be adjusted based on velocity of sales.

Individual products that run a substantial risk of stocking out should be refreshed as needed during the day to maintain availability for sale without over selling.

There is no limit to the number of times per day that a Product Vendor may update inventory quantities.

b. Shipping Definitions and Tracking Requirements

Petspace defines an order as ‘shipped’ when it has been delivered to the shipping carrier or provider and is en route to the Petspace Customer.

Petspace expects all Product Vendors to work with reliable logistics providers that are able to provide accurate carrier information and a valid package tracking number at the time of shipment. For a tracking number to be valid, it must be recognized on the carrier website at the time of shipment and provide accurate information during transit.

c. Packaging Guidelines

Petspace expects all Product Vendors to maintain high quality standards regarding how products are packed and delivered. Items should be placed in appropriately sized boxes and packed in such a way to prevent damage.

Petspace has specific requirements regarding what information is included on packing slips (see Preferred Packing Slip Configuration below). These requirements are intended to avoid any pricing confusion on the part of the Petspace Customer and to avoid any potential conflict in resolving service issues.

Preferred Packing Slip Configuration:

- Instruction to contact Petspace Customer Services for Support
- Removal of pricing details

d. If you cannot comply with this configuration Petspace requests that you do not provide a packing slip with the shipment(s). It is expected that Petspace Customers will contact Petspace Customer Services to initiate returns or to resolve any problems. You may include a free return-shipping label in the original shipment if you normally do so.

3. Performance Management Process

Petspace will monitor the performance of each Product Vendor on an ongoing basis, with the objective of assessing each Product Vendor’s ability to meet our service promise to Petspace Customers. When reviewing Product Vendor performance, Petspace will consider a variety of factors:

- Adherence to the Petspace performance expectations outlined above.
- Adherence to expected service levels as defined by the Product Vendor in their operational configuration.
- Evaluation of Petspace performance metrics relative to other Product Vendors in similar categories.

If a Product Vendor fails to meet these expectations, Petspace will communicate these issues in a timely manner and work with the Product Vendor to develop an action plan. Petspace may recommend that the Product Vendor set new service levels or automatically adjust them. Petspace will continue to closely monitor performance for desired improvement. If a Product Vendor continues to perform poorly, Petspace reserves the right to select other Product Vendors to fulfill like orders (until the underperforming Product Vendor is able to

demonstrate to Petspace that it has remedied the underperformance) or Petspace may choose to suspend the Product Vendor's access to the Petspace Marketplace. If the performance issue significantly impacts the Petspace Customer experience, Petspace may suspend the Product Vendor's access without advance notice.

4. Product Vendor Order Defect Rate (Explanation)

Petspace recognizes that select order defects may be due to the fault of the Product Vendor, the shipping carrier, or Petspace. Petspace will take these into consideration when evaluating the order defect rate.

In general, Petspace will attribute the following types of order defects to the Product Vendor:

- Damaged, defective or broken items.
- Missing or wrong items.
- Late or lost shipments.

Ongoing violations of the Petspace Fulfillment Policy may result in Petspace revoking the privilege to list on the Petspace Marketplace.

EXHIBIT B: Petspace Returns Policy

Petspace strives to take the hassle out of returns for both Product Vendors and Petspace Customers. We offer our Petspace Customers a consistent returns policy across all of our Product Vendors, where Petspace's Customer Services team handles Petspace Customer interactions and servicing such as returns and refund payments.

It is expected that Product Vendors mirror their existing return shipping cost policy, to the extent that it is more favorable to the customer than the standard Petspace policy. If return shipping is free whether by policy or common practice, then the Product Vendor is expected to pay for return shipping costs. In general, Petspace will generate a return shipping label or facilitate the return using an appropriate carrier and method that provides the ability to track return shipments.

If Petspace has deemed that your error (or your agent's error) was the reason for a return (e.g., you shipped an incorrect item to a Petspace Customer or an item was damaged/defective), you will be responsible for return shipping costs regardless of your normal return shipping cost policy.

1. Petspace Customer Return and Refund Policy

In general, Petspace Customers have the right to request free returns of items for up to 14 days after the initial delivery date, and 30 days if the product is faulty or misdescribed, with no restocking fee or other charges. Petspace Customers may be provided the option during the shopping experience of waiving the right to return products.

Returned items must meet the following requirements:

- The item is not on the list of Non-Returnable Products and Product Categories.
- The item must still be new, in the original packaging and with the original tags still attached.
- Damaged, defective and incorrect items delivered to Petspace Customers may be returned at no added charge, regardless of whether that Petspace Customer elected to ‘waive returns’ for the item.

At this time Petspace does not process exchanges, only returns, replacements and refunds. In order to ensure this return policy is not abused by Petspace Customers, the Petspace Customer Services team will monitor behavior and address any issues of policy abuse. Petspace will review and determine when Petspace Customer accounts associated with abuse will be inactivated.

2. Petspace Product Vendor Return Policy

As described above, certain sales made by you to Petspace Customers may result in returns to you and replacements and/or refunds of products fulfilled by you. If a product fulfilled by you is returned, replaced or has a refund request to Petspace, Petspace may decide to submit to you a replacement, return and/or refund request, providing the reason for the replacement, return and/or refund request.

a. Replacements

For any item(s) that Petspace needs replaced, you will receive either a return notification requesting that the item(s) be replaced upon return or receive an order that is identified as a replacement order for the previously shipped item(s). For settlement purposes, a replacement order will be treated as a separate order with the same price and commission charges as the original item(s). Upon Petspace’s return of the original item(s), the replacement order will be debited from the Product Vendor account. If the original item(s) cannot be returned such as if the shipment is lost, the item(s) condition prevents a return, or the cost to return the item(s) exceeds the resale value of the item(s), Petspace will request a refund for the replacement order.

b. Returns and Refunds

Upon your receipt and processing of returned item(s), you will either replace the item(s) as described above or if a refund is requested provide the refund amount to Petspace, which Petspace will debit from your Product Vendor account. If Petspace determines that more than one week has passed since you received returned item(s) and you have not yet processed the returns, Petspace will initiate the returns processing for the item(s) on your behalf. The refund amount will generally equal the item(s) price set by you. This amount is the original price at which you sold the item(s) to the Petspace Customer, through the Petspace Marketplace. If it is your normal policy to also refund original shipping costs on returns, it is expected that that policy also be mirrored on Petspace.

- In some cases, Petspace may request a refund without a return such as if the shipment is lost, the item(s) condition prevents a return, or the cost to return the item(s) exceeds the resale value of the item(s). If Petspace deems that your error (or your agent’s error) was the reason

for the return and/or refund (e.g., you shipped the incorrect item(s) or the item(s) arrived damaged/defective), it is expected that you will refund any original shipping costs paid to you in addition to the item(s) price.

- Petspace will generally direct the return shipment to your closest facility accepting returns or if applicable, the return location identified with the original shipment details sent to Petspace. You may also use the Petspace Returns Exception API to indicate a returns location on a per-item level. In addition, any special return shipment identification such as a Return Merchandise Authorization (RMA) if needed should be included with the original shipment details.

c. Return Processing

Petspace Customers can initiate the return of products for up to 30 days after product delivery. Relating to this timing, and to ensure an appropriate Petspace Customer experience, our Product Vendors must accept returns at their facilities for up to 60 days after the product delivery date (this excludes items on the list of Non-Returnable Products and Product Categories and other items specifically agreed to by Petspace and the Product Vendor). Returns arriving after 60 days from product delivery can be either accepted and approved or returned to the sender at the Product Vendor's discretion.

3. Performance Expectations

In order to ensure a positive Petspace Customer experience, Petspace expects that all Product Vendors promptly review and process returns. Petspace will review and monitor return processing performance and work with the Product Vendor to address any issues (see the Fulfillment Policy, Performance Management Process for more details).

Returns Processing Time

- This metric is defined as the percentage of Petspace returns that are processed and completed within 2 business days after receiving the returned item.
- Performance Expectation: >99.0% for 2 business days

4. Settlement and Refund Processing

If you accept a return or refund request, Petspace will debit your Petspace account for any amount originally credited for such product. This debit will include original shipping costs if you, or your agent, are deemed at fault. In addition, Petspace will also debit your Petspace account for return shipping costs when applicable.

If upon receiving a return, you believe there is a reason that the full requested amount should not be refunded to Petspace, you may provide Petspace with the lesser amount you feel is due and associated rationale. If you believe there is a reason why the original or return shipping costs should not be debited from your account, you may dispute this charge with date and the associated rationale. Your explanation must be consistent with fair expectations and the spirit of the marketplace. Petspace reserves the right to adjust the refund amount if appropriate.

For refund amounts debited against your account, Petspace will also refund back to you the commission fee originally charged on the refunded amount.

5. Non-Returnable Products and Product Categories

Select sets of items on the Petspace Marketplace are not eligible for Petspace Customer return. These items include but are not limited to software, hazardous items, some health and personal care items and food and beverage items. All items that are not eligible for return are indicated to Petspace Customers on the Petspace Marketplace.

6. Ownership of Returned Products

Title to and risk of loss for shipment of tangible product returned by a Petspace Customer will transfer immediately to the Product Vendor upon delivery to the common carrier for shipment back to the Product Vendor.

EXHIBIT C: Petspace Pricing, Settlement and Commissions Policy

1. Pricing

a. How Prices Work on Petspace

For each product that you list on the Petspace Marketplace, you will provide the price at which you will sell the product to Petspace Customers (the “**Item Price**”) provided that you will pay the shipping fees for that product. Otherwise, provide shipping fees added to item price. At checkout, subject to the paragraph below, the Petspace Marketplace Customers retain full discretion to select their vendor of choice. Upon such selection, you, the vendor will fulfil the order. You will sell the item to the Petspace Customer at the item price. However, Petspace holds the right to adjust the final sale price to Petspace Customers under certain predefined circumstances such as promotional events or discounts. Your profit will not be affected.

For the Petspace Marketplace to provide Petspace Customers with the benefits of an efficient marketplace (savings for Petspace Customers, profitability and flexibility for Product Vendors), the Item Price of an item should be equal to or less than what you sell the item for elsewhere, including, but not limited to, any on-site sales or promotions.

b. Product Based Customer Savings Policies

Petspace maintains the ability for Product Vendors to influence how Petspace Customer savings benefits are displayed at the item level such as when you need to consider product-based pricing policies. In advertising prices to Petspace Customers, Petspace will comply with Product Vendor’s pricing controls indicated in the Product Vendor’s product feed, such as its Minimum Advertised Price (“**MAP**”) policy, for products where the Product Vendor is selected to fulfill the Petspace Customer’s order. For the avoidance of doubt, the selling price of a product will not be lower than the MAP.

c. Petspace's Position on Pricing

As the vendor, you retain the authority to establish the Item Price. Nonetheless, Petspace holds the right to adjust the final sale price to Petspace Customers under certain predefined circumstances such as promotional events or discounts. Importantly, these modifications will not influence your profits, as they are determined from the original Item Price you set, minus the agreed commission. Petspace promotes competitive pricing to optimize vendor selection by customers. However, it's imperative to ensure your Item Price accounts for the commission rate, potential shipping costs, and still secures a profit margin. Petspace's pricing structure is strategically designed to harmonize vendor profitability, customer affordability, and the marketplace's operational sustainability.

2. Settlement

a. What You Receive

At a given point in time, your account with Petspace will contain credits (amounts owed to you by Petspace) and debits (amounts you owe Petspace). The components of this account balance are as follows:

(i) Amounts owed to you = cumulative Item Price of items sold to Petspace Customers through the Petspace Marketplace.

(ii) Amounts you owe Petspace = commissions, monetary incentives offered to Petspace, refunds and return shipping costs if applicable.

For items sold, the date at which the sale of the item is recognized is the shipping confirmation date. This date is also the moment at which any commissions are calculated and recorded for a given transaction. Regarding refund amounts you owe Petspace, see the Petspace Returns Policy for a detailed description of how refund amounts are determined.

Payments are made to you in British Pound Sterling (GBP). You may request to be paid in a different currency; Petspace will accommodate such requests when possible, but cannot guarantee that it will pay you in any currency other than GBP.

b. When You Get Paid

Petspace utilizes Stripe for its payout system. Once a product is marked as received, Stripe initiates the payout process. It typically takes 7 to 14 days for the payout to be processed and arrive in your account. This system ensures a streamlined and secure transaction process for both Petspace and its vendors. If the payout date occurs on a UK Bank Holiday, a corresponding delay in receiving any funds may occur.

Should your account balance in a given week be negative (meaning that you owe Petspace money), Petspace reserves the right to offset any future payments to you by that negative balance amount, or to invoice you for that amount. It is your responsibility to provide accurate banking information. Petspace is not responsible for any delays in payment to you that result from inaccurate banking or payment information entered via the Petspace Control Center.

c. Commissions

When you sell an item on the Petspace Marketplace to Petspace Customers, Petspace will collect from you a commission fee (“**Commission**”). That Commission is calculated as follows (any terms in bold are further defined below):

For any item sold on Petspace, the commission rate = the “Base Commission Rate”

For any item sold on Petspace, the amount of Commission charged = Base Commission Rate

Example:

Item Price = \$100

Base Commission Rate 15%

= \$15 = (\$100 * 15%)

(i) Definitions

1) Base Commission

As noted above, the starting point for the commission percentage is the Base Commission.

That rate is determined based on the Petspace Category in which the item is classified, as determined by Petspace. (See below for Petspace Base Commission Rate Schedule.) This base commission includes payment processing fees and other Petspace operational costs (e.g., Petspace Customer Services).

2) Item Price

As discussed in the Pricing section, for a given item, this equals the Item Price that you provide us or set via the Petspace Control Center for that item.

(ii) Petspace Commission Monitoring

In order to ensure that the Petspace Marketplace works efficiently, Petspace must reserve the right to monitor our Product Vendor's Average Applicable Commission rates. If over a fixed period of time (e.g. a biweekly or monthly basis), a Product Vendor's Average Applicable Commission is lower than the Base Commission, Petspace may, in our discretion, provide notice of this fact to the Product Vendor. Following such notice, Petspace will work with the Product Vendor to adjust commission rules to improve future Average Applicable Commission rates. Petspace also reserves the right to either adjust the Product Vendor's Average Applicable Commission to match the Base Commission rate or take other action on a go forward basis.

(iii) Petspace Base Commission Rate Schedule

Base Commissions for products on the Petspace Marketplace are 15% unless explicitly agreed otherwise in writing between Petspace and the Product Vendor.

EXHIBIT D: Petspace Product and Listing Policy

Petspace will work closely with our Product Vendors to ensure that we maintain the highest standards of product quality and that all information associated with the sale of products is presented honestly, responsibly and legally. Petspace undertakes not to list your products on other marketplaces without your prior written approval.

1. Petspace-Maintained Product Catalog and Search Experience

Petspace maintains a curated product catalog and search experience on the Petspace Marketplace in order to ensure a clean, Petspace Customer-friendly shopping experience. Petspace has sole discretion to determine which products, product categories, and brands will appear in general (i.e., non-product or brand-specific) search results on Petspace.uk and which products will appear only in brand-specific search results. In addition, Petspace has locked product listings and maintains control of the content, appearance, design and other aspects of each product listing.

The product list provided by the Product Vendor and the associated Product Content will be evaluated using Petspace's proprietary curation process to determine which products will be included in general search results on the Petspace Marketplace. Products that are not included in general search results may still be available for sale on the Petspace Marketplace and included in brand-specific search results. As a result of this curation process, or at Petspace's discretion, specific products that do not meet Petspace's standard of quality, or products that are prohibited by Petspace, will not be available for listing on the Petspace Marketplace (see Product and Listing Guidelines). Petspace will communicate the results of this curation process to the Product Vendor via the Petspace Control Center. For items that did not meet the criteria to be available on the Petspace Marketplace or included in general search results, the Product Vendor has the option to submit an appeal to Petspace and the item will be reconsidered.

When a Product Vendor uploads their product catalog to Petspace, the Petspace system also evaluates the Product Content to be provided and determines which content to include in the listing for each item. Petspace will provide a process to enable Product Vendors to request edits to listing details.

2. Petspace Product Listing Requirements

Petspace Product Vendors that want to list their items on the Petspace Marketplace are required to upload a list of products and required "Product Content" (as defined below and as dictated in the Petspace Control Center) for those items. Petspace requires that Product Vendors provide complete information for each item listed on Petspace.uk and encourage our Product Vendors to provide high quality data to ensure a positive consumer experience (for additional details and a full list of fields, please review the Product Schemas in the Petspace Control Center).

At a minimum, Petspace requires all of the fields below in order to create a product offer on Petspace. It is strongly encouraged that Product Vendors upload all required and optional fields (identified in the Petspace Control Center) in order to ensure products are listed quickly and to improve the quality of listed products.

Required information:

a. Product sustainability information

Complete list of product materials and/or ingredients, information on material sourcing, Post Consumer Recycled (PCR) material content and end of life product disposal specifications.

Similar information is also required for the packaging. Petspace will ask Product Vendors a list of questions to determine the sustainability value chain impact through a survey.

b. Supply chain sustainability information

Detail on where products are made, manufacturer screening process and transportation information

c. Sustainability questionnaire

For products listing in “Project Planet” section, A short questionnaire to help us better understand what makes your product sustainable and inform the impact calculation that is displayed on the Petspace Marketplace. Questionnaire includes information on any sustainability certifications (supporting documentation required where applicable) and sustainability-related product attributes.

d. Merchant SKU

The unique identifier used by the Product Vendor to identify the product

e. Unique IDs

At least one, but preferably multiple, globally unambiguous identification number or standard product code (GTIN-8/12/13/14, ISBN10, UPC, EAN, etc.)

f. Product brand

The unique product brand used by the manufacturer

g. Product Manufacturer

The manufacturer of the brand

h. Manufacturer part number

The manufacturer’s unique part number for the product

i. Product Description

The long description of the product (≤ 2000 characters)

j. Product Description Bullets

At least two but preferable more unique product feature descriptions (≤ 500 characters).

Please adhere to the following recommendations:

Bullet points are meant for short, easily digestible pieces of information about a product,

Bullet points should give the customer a snapshot of: (i) what the product is, (ii) what it does and (iii) what is included for the price,

Bullet points have to list out features of your product that are considered to be its key features or most important characteristics,

Steer clear of the usage of promotional content, information on pricing or sales, and discounts that you have on offer,

Do not use competitors' brand names.

k. Attribute Information

Attribute IDs from the Petspace provided documentation that corresponds with the attribute of the product, as well as the value of the attribute (e.g., Attribute ID 87 for Men's Dress Shirt Size and Attribute Value 16 Neck x 33 Sleeve)

l. Relationship/Grouping Information

Information to group related SKUs as either a variation relationship or an accessory relationship (if applicable)

m. Variation Information

Information to identify the attributes by which parent-child SKUs in a relationship/grouping relate on

n. Multi-Pack Quantity

The number of items based on Standard Product Code (Unique ID) that makes up your merchant SKU. *Accuracy of this field is essential in order to ensure listing integrity, be sure to review the field explanation on the Petspace Control Center*

o. Item Price

The provided price at which you will sell the product to Petspace Customers

p. Pricing Policy Control

Minimum Advertised Price (MAP) or Minimum Selling Price (if applicable)

q. **MAP Price**

The requested Minimum Advertised Price (MAP), if MAP policy is set

r. **Inventory**

The quantity of inventory for the given item in a given fulfillment node Product Images: In addition to a main image (main product images must have a pure white background), an alternative image and/or swatch image must be provided. Accepted formats are .jpeg, .jpg, and .gif. Images should be 1500 x 1500 pixels or larger.

s. **Package Dimensions**

Length, width and height, in inches, of the product when in its shippable (i.e., packaged or boxed) configuration

t. **Shipping Weight**

Weight, in pounds, of the product when in its shippable (i.e., packaged or boxed) configuration.

3. **Licenses; Intellectual Property**

You, the Product Vendor, grant Petspace a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Product Content provided or made available by you to Petspace. "Product Content" means the materials describing or depicting the products listed by you on the Petspace Marketplace, including product information and descriptions, photographs, videos, product data and literature, and any trademarks and copyrights relating to your products. You represent that your Product Content does not violate another party's intellectual property rights.

You acknowledge that given the nature of the Petspace Marketplace, Petspace may use the Product Content in whole or in part on the Petspace Marketplace, including in connection with the listing via a different Product Vendor of a product that you have submitted. Nothing in this Policy will impair Petspace's rights under applicable law to list and display products without a license (e.g., through fair use, a third-party license, or referential use under trademark law).

4. **Product and Listing Guidelines**

Petspace requires that all Product Vendors adhere to a high standard of quality regarding the products that they list on the Petspace Marketplace and the related Product Content that they provide.

All Product Vendors should be authorized to sell the products that they list on the Petspace Marketplace. If a manufacturer of a product that you list on the Petspace Marketplace has

established an authorized reseller or dealer program/policy (“**Authorization Policy**”) applicable to that product (“**Authorized Resale Product**”), Petspace reserves the right to defer to the manufacturer’s Authorization Policy by recognizing only the manufacturer’s authorized dealers as Petspace Product Vendors with respect to selling the Authorized Resale Product on the Petspace Marketplace. Petspace will work with manufacturers and any affected Product Vendor to address these issues and, if applicable, verify authorization. Petspace reserves the right to curtail or suspend any Product Vendor’s access to the Petspace Marketplace for repeated attempts to make unauthorized sales of Authorized Resale Products. Product Vendors must also comply with the following:

- Items are accurately represented in listings and listing photos.
- All items and Product Content provided are legal and in compliance with The UK regulations.
- All items listed are new and in original condition. The item’s original manufacturer’s warranty (if there is one) must still apply. At this time, Petspace does not support the sale of used or refurbished products.
- All items listed for sale must be authentic. Petspace will not allow any counterfeit product to be sold on the Petspace Marketplace.
- Petspace reserves the right to prohibit any product or product description that infringes on another’s intellectual property, including any “knock-off” products. Product Vendors are responsible for ensuring that their products on the Petspace Marketplace have all appropriate intellectual property rights, including any licenses. Petspace reserves the right to make judgments about whether or not a listing is appropriate.
- All items listed on Petspace are expected to be professionally manufactured products. Petspace does not sell homemade items.
- All items listed on Petspace must utilize the product variant feature, meaning for example that an item available in eight colors that is otherwise identical except for color must not be listed as eight separate items, but rather a single item with eight color options.
- Each item listed on Petspace must have a unique identifier that is not specific to the Product Vendor. Acceptable forms of a unique identifier include standard product code (e.g. ISBN, UPC, EAN, etc.), or brand/manufacturer part number.
- Only bundles created by manufacturers with unique UPCs are available for sale on the Petspace Marketplace; retailer bundling is not permitted on the Petspace Marketplace.
- Custom multi-packs of a single product are uploaded to the Petspace system with the correct Petspace multi-pack quantity, as defined in the Petspace Control Center.
 - All necessary Product Content is responsibly presented, including all required product warnings and disclosures - see Compliance with Consumer Product Laws.
 - All items are presented in good taste as to not offend our Petspace Customers and do not promote, support or glorify illegal activities or hatred toward or otherwise demean people based upon: race, ethnicity, religion, gender, gender identity, disability, or sexual orientation; including items or content that promote organizations with such views.

Petspace, in its sole discretion and without explanation or justification, reserves the right to remove products containing political or social content deemed inappropriate, or a seller of such products.

- While Petspace generally allows the listing of adult and sexual wellness products, Petspace reserves the right to disqualify certain products at any time. When listing adult/sexual wellness products, (1) you must only display the actual product and not use any human models and (2) the displayed product images cannot contain nudity, profanity or graphic adult language. If the product or product description has prohibited content (such as nudity), it must be removed or blacked out.

5. Prohibited Products on the Petspace Marketplace

Petspace **prohibits** the sale on the Petspace Marketplace of certain products, including those products that are:

- **illegal**, including products that Petspace believes are intended to produce an illegal product or undertake an illegal activity,
- **unsafe**,
- **offensive**, such as products that promote or glorify hatred, violence, racial, sexual or religious intolerance.

Additionally, Petspace may prohibit the listing of items on the Petspace Marketplace that are or may be legal, but are either highly regulated or do not meet Petspace's vision for the Petspace Marketplace (in both cases, as determined by Petspace in its sole discretion).

Below is a list of items that Petspace prohibits on the Petspace Marketplace. This list is not exhaustive, as there may be other items that Petspace prohibits.

Please note that there may be exceptions to this list where Petspace will authorize pre-approved Product Vendors to list an item or a category on this list on a case-by-case basis.

If a Product Vendor has any questions about this list or the opportunity to be authorized to sell items in categories prohibited on this list, please contact brands@Petspace.uk.

Prohibited items - Petspace prohibits the listing of:

Anything illegal

whether to sell in the United Kingdom, or any products that are illegal in the United Kingdom

Animals

Meaning no live animals. Also, no items made from certain animals, such as animals endangered or threatened under the UK wildlife law or such as ivory from ivory-producing animals such as whales or elephants. There may be exceptions – contact Petspace

Currency, Coins, Cash Equivalents, and Gift Cards

Drugs or other controlled substances

(other than common over-the-counter drugs that are legal and approved for distribution by Petspace), or products that are intended to simulate illegal drugs

Dietary supplements

Dietary supplements (i.e., vitamins, minerals, herbs, or other substances, such as amino acids or fatty acids eaten to supplement the diet) are not prohibited, provided that the product complies with the requirements below:

Packaging

- Supplements must be sealed in the original manufacturer's packaging.
- Supplements must be new and unused.
- Supplements must clearly display the identifying codes placed on the packaging by the manufacturer or distributor, such as matrix codes, lot numbers, or serial numbers.

Labelling

Supplements must be labelled in English with the following information:

- The name of the dietary supplement.
- The total quantity or amount of the dietary supplement (e.g., 100 tablets, 5 mg, 6 oz).
- A "Supplement Facts" panel.
- The ingredient list.
- The name and address of the manufacturer, packer, or distributor.
- Supplement labels must not state that the products cure, mitigate, treat, or prevent a disease in humans, unless authorized by relevant UK authorities (e.g., MHRA).
- Supplement labels must not claim that the products have the same effects as controlled substances or prescription drugs, and must avoid names that could be confused with such.
- Supplement labels must not claim that the supplements are approved by any UK governmental health bodies.
- Supplement labels must not use logos of UK governmental health bodies.
- Supplement labels must not state "tester," "not for retail sale," or "not intended for resale."

Detail Page

Detail pages must include the following information:

- The name of the dietary supplement.
- The ingredient list, including an image of the ingredient list from the product label.
- The total quantity or amount of the dietary supplement (e.g., 100 tablets, 5 mg, 6 oz).
- Detail pages must not make unauthorised health or medical claims.
- Detail pages must not include disease names in the keywords.
- Detail pages must not claim that the supplements are alternatives to prescription drugs or have similar effects.
- Detail pages must not claim that the products produce effects similar to anabolic steroids.
- Detail pages must not state that the supplements are approved by any UK governmental health bodies.

Products and Ingredients

- Supplements must not be part of a recall or safety alert by UK authorities.
- Supplements must not contain ingredients prohibited by UK regulations.
- Supplements must be safe for use and not identified as posing unreasonable risks.
- Supplements must not be named in any action by the UK's Advertising Standards Authority (ASA) or other relevant bodies for making false marketing claims.
- Supplements must not contain controlled substances as defined by the UK Misuse of Drugs Act.
- Supplements must comply with Petspace Policies, including restrictions on certain ingredients or products as specified.

Hazardous or dangerous chemicals (or items containing them)

Many medical goods

Such as (1) products that require FDA clearance or approval and have not been cleared or approved by the FDA for over-the-counter use or (2) certain other medical devices (regardless of FDA clearance or approvals), such as catheters or hearing aids - please contact brands@livePetspace.uk with any questions.

Recalled products

6. Compliance with Consumer Product Laws

Each Product Vendor is solely responsible for ensuring and verifying that all of its products listed on the Petspace Marketplace comply with applicable federal and state laws, including cautionary statements in product descriptions. Product Vendors should familiarize themselves with federal and state laws and regulations applicable to consumer products, and contact and work closely with their suppliers to ensure that all products sold are compliant with all applicable laws. Each Product Vendor is also responsible for updating its

Product Content as necessary over time to comply with any applicable new legal requirements.

By listing a product on the Petspace Marketplace, each Product Vendor acknowledges and agrees that you, the Product Vendor, are responsible for identifying in your product description any cautionary statement (choking hazard warning) for games or toys for children. Product Vendors are required to provide applicable disclosures in the Petspace Control Center where [“cautionary statement disclosure”] spaces are provided, with the understanding that these disclosures will be used on the Petspace Marketplace. For more information, please contact brands@livePetspace.uk.

Petspace will list any such disclosure provided by a Product Vendor for a product description. If multiple Product Vendors upload different descriptions, Petspace’s marketplace will default to the most inclusive description or, if applicable, the description provided by the product manufacturer.

7. Handling of Product and Listing Policy Violations

Petspace takes its product listings seriously, and will always reserve the right to modify our policies at any time. In instances where we believe a Product Vendor is either inadvertently or intentionally not acting in a manner consistent with these policies, we will first strive to work together to correct the specific issue. Petspace reserves the right to terminate any product listing that violates our policies (in Petspace’s sole discretion) and, if the violating product comes into Petspace’s or a Petspace Customer’s possession, destroy the product. Ongoing violations of this Product and Listing Policy may result in Petspace revoking the privilege to sell via the Petspace Marketplace. If appropriate, Petspace will also take legal action against a Product Vendor that violates this policy.

This letter shall be governed by and construed in accordance with the laws of the United Kingdom.