



**PRN PHARMACAL AUTHORIZED WHOLESALER POLICY FOR THE UNITED STATES**  
**Effective Date: January 1, 2022**

This PRN Pharmacal Authorized Wholesaler Policy for the United States ("Wholesaler Policy") is issued by Pegasus Laboratories, Inc. d/b/a PRN Pharmacal ("PRN") and applies to Authorized Wholesalers of PRN products ("Product(s)") in the United States of America.<sup>1</sup> This Wholesaler Policy supplements any then-current wholesaler or distribution agreement between you and PRN. Until such status is otherwise revoked by PRN, Wholesaler shall be considered an "Authorized Wholesaler." PRN may review Wholesaler's activities for compliance with this Wholesaler Policy.

1. **Authorized Customers.** Wholesaler is authorized to sell Products purchased from PRN only to Authorized Distributors and Authorized Veterinary ePharmacies (collectively, "Authorized Customers") in the United States.

- (a) An "Authorized Distributor" is an individual or business entity that:
  - (i) purchases Products from a PRN Authorized Wholesaler and redistributes the Products as part of a commercial enterprise;
  - (ii) has been identified as a member pursuant to the terms of any then-current distribution agreement between Wholesaler and PRN or is otherwise identified by PRN as an Authorized Distributor, as set forth on Exhibit A;
  - (iii) has received and abides by the PRN Pharmacal Authorized Distributor Policy for the United States ("Distributor Policy"); and
  - (iv) has not had its "Authorized Distributor" status revoked by PRN.
  
- (b) An "Authorized Veterinary ePharmacy" is an individual or business entity that:
  - (i) purchases Products from a PRN Authorized Wholesaler and is engaged in dispensing veterinary prescription Products to consumer end users;
  - (ii) operates exclusively online;
  - (iii) is identified by PRN as an Authorized Veterinary ePharmacy, as set forth on Exhibit B;
  - (iv) does not have a direct purchasing relationship with PRN; and
  - (v) has not had its "Authorized Veterinary ePharmacy" status revoked by PRN.
  
- (c) Wholesaler shall not sell Products to any customer other than those Authorized Customers identified on Exhibits A and B without PRN's prior written consent.
  
- (d) Wholesaler shall cease or suspend sales to any customer upon request of PRN.
  
- (e) Wholesaler shall not sell, ship, or promote the Products outside of the United States of America or to anyone Wholesaler knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without PRN's prior written consent.
  
- (f) Wholesaler shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Customers as requested by PRN from time to time.

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<sup>1</sup> This Wholesaler Policy shall apply to all PRN Products. A complete list of PRN Products is available at <https://www.prnpharmaceutical.com/products/>.

2. **Online Sales.** Wholesaler shall not offer for sale or sell the Products on or through any publicly accessible website (i.e., a website accessible by end user consumers) without the prior written consent of PRN. Wholesaler may operate an online order portal to facilitate sales to Authorized Customers, so long as that portal requires the Authorized Customer to obtain an account and log in to view Product listings and pricing information (a “B2B Portal”). The terms of this Wholesaler Policy supersede any prior agreement between PRN and Wholesaler regarding the sale of the Products online. Any authorization previously granted to Wholesaler by PRN to sell the Products on or through any website, mobile application, or other online forum other than a B2B Portal is hereby revoked.

3. **Sales Practices.** Wholesaler 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. Wholesaler shall not make any warranties or representations concerning the Products except as expressly authorized by PRN. Wholesaler shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Wholesaler’s business and/or (b) related to the marketing and sale of the Products. Wholesaler shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of PRN or the Products. Wholesaler shall not advertise Products not carried in inventory.

4. **Point-of-Sale Data Reports.** Wholesaler shall provide monthly point-of-sale data reports (“POS Data”) to PRN and/or other designated third-party data management organization. Such reports shall be in a form and format reasonably approved by PRN. Wholesaler shall submit such POS Data no later than the 5th day of the following month and POS Data must be sufficiently detailed to permit PRN to determine the monthly sale volumes by item, ship-to Authorized Distributor or Authorized Veterinary ePharmacy, and ship-to location. Other reports may be requested by PRN on an as-needed basis. Wholesaler is not required to disclose any data that would be prohibited by any applicable law.

5. **Product Care, Customer Service, and Other Quality Controls.** Wholesaler shall comply with the PRN Pharmacal Product Care, Customer Service, and Other Quality Controls, attached as Exhibit C, as PRN may amend from time to time.

6. **Intellectual Property.**

(a) Wholesaler acknowledges and agrees that PRN or its licensors own all proprietary rights in and to the PRN brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “PRN IP”). Wholesaler is granted a limited, non-exclusive, non-transferable, revocable license to use the PRN IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Wholesaler’s status as an Authorized Wholesaler. All goodwill arising from Wholesaler’s use of the PRN IP shall inure solely to the benefit of PRN or its licensors.

(b) Wholesaler’s use of the PRN IP shall be in accordance with any guidelines that may be provided by PRN from time to time, including those available at [www.prnpharmacal.com/brand-support](http://www.prnpharmacal.com/brand-support), and must be commercially reasonable as to the size, placement, and other manners of use. PRN reserves the right to review and approve, in its sole discretion, Wholesaler’s use or intended use of the PRN IP at any time, without limitation. In marketing the Products, Wholesaler shall only use images of Products either supplied by or authorized by PRN and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Wholesaler shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any PRN product name or any trademark owned by or licensed to PRN, nor a misspelling or confusingly similar variation of any PRN product name or any trademark owned by or licensed to PRN.

7. **Modification.** PRN reserves the right to modify this Wholesaler Policy from time to time, including the addition or removal of Authorized Customers, as set forth on Exhibits A and B and/or included on the PRN Authorized Distributor and Authorized Veterinary ePharmacy lists available at [www.prnpharmacal.com/authorized-sellers](http://www.prnpharmacal.com/authorized-sellers).

8. **Confidentiality.** This Wholesaler Policy, and its attachments, constitute confidential, proprietary information of PRN 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 PRN.

**EXHIBIT A**

**PRN PHARMACAL AUTHORIZED DISTRIBUTORS<sup>2</sup>**

1. AmerisourceBergen Corporation d/b/a MWI Animal Health
2. Penn Veterinary Supply, Inc.
3. Patterson Veterinary Supply, Inc.
4. Animal Health International, Inc.
5. Midwest Veterinary Supply, Inc.
6. First Veterinary Supply
7. New England Animal Health Solutions LLC
8. Covetrus, Inc.

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<sup>2</sup> PRN may update, amend, or modify this list in its sole discretion at any time. Any updates will be made available at [prnpharmaceutical.com/authorized-sellers](http://prnpharmaceutical.com/authorized-sellers).

**EXHIBIT B****PRN PHARMACAL AUTHORIZED VETERINARY EPHARMACIES<sup>3</sup>**

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| 1. Agropec Trading LLC d/b/a Allivet   | allivet.com;petsmart.com/pharmacy;<br>tractorsupplyrx.com;vetdepot.com;<br>walmartpetrx.com          |
| 2. California Pet Pharmacy, Inc.   | californiapetpharmacy.com; calpetrx.com  |
| 3. Chewy, Inc.   | chewy.com  |
| 4. Farmvet.com, Inc. d/b/a Farmvet Com Inc.<br>Pharmacy                        | farmvet.com  |
| 5. Hardy Paw   | hardypaw.com   |
| 6. HealthyPets, Inc. d/b/a Entirely Pets Pharmacy LLC                          | entirelypets.com;<br>entirelypetspharmacy.com  |
| 7. HealthyPets, Inc. d/b/a Healthy Pets, Inc.                                  | healthypets.com  |
| 8. HeartlandVeterinary Pharmacy, L.L.C. d/b/a<br>Heartland Veterinary Services | heartlandvetsupply.com   |
| 9. Jeffers, Inc. d/b/a Keith Jeffers DVM                                       | jeffers.com; jefferspet.com  |
| 10. Koala Health   | koala.health   |
| 11. Lambert Vet Supply, LLC d/b/a Lambert Vet Supply                           | dog.com; horse.com; kvsupply.com;<br>lambertvetsupply.com;<br>petsupplies4less.com; statelinetac.com |
| 12. Medi-Vet Animal Health, L.L.C. d/b/a Abita Trace<br>Animal Clinic          | medi-vet.com; pethealthmarket.com  |
| 13. Mixlab, Inc.   | mixlab.com   |
| 14. PetCareRx, Inc. d/b/a PetCare  | petcarerx.com  |
| 15. Petmed Express, Inc.   | 1800petmeds.com  |
| 16. Strategic Pharmaceutical Solutions d/b/a VetSource                         | petco.com; vetsource.com   |
| 17. Valley Veterinary Clinic, LTD d/b/a Valley Vet Outlet                      | valleyvetsupply.com  |
| 18. Vetcove, Inc.  | vetcove.com  |
| 19. VetRxDirect, Inc. d/b/a Vet RX Direct                                      | vetrxdirect.com  |
| 20. VIP Pet Meds, Inc. d/b/a Vet Approved RX                                   | vetapprovedrx.com;<br>vetapprovedrx.pharmacy   |

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<sup>3</sup> PRN may update, amend, or modify this list in its sole discretion at any time. Any updates will be made available at [prnpharmaceutical.com/authorized-sellers](http://prnpharmaceutical.com/authorized-sellers).

**EXHIBIT C****PRN PHARMACAL  
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by PRN regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels and as set forth in PRN's Safety Data Sheets for the Products, as may be revised by PRN from time to time.
2. Manage Product inventory on a "first-in, first-out" (FIFO) basis, with older inventory being sold before newer inventory of the same Product.
3. Store Products in properly labeled containers, tightly closed, and in a cool, dry, and well-ventilated place where the Products and the Products' packaging are not susceptible to excessive heat, open flames, other sources of ignition, or freezing. Additionally, Products shall be stored away from direct sunlight and in a low humidity environment where the Products and Products' packaging are not susceptible to mold, mildew, or other physical damage. Products must be handled in accordance with good industrial hygiene and safety practices.
4. 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 without PRN's separate written consent.
5. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products.
6. Do not tamper with, deface, or otherwise alter any serial number, batch or lot code, or other identifying information on Products or their packaging.
7. Do not dilute Products.
8. Do not resell any Product that has been returned opened or repackaged.
9. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, spoilage (as applicable), evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly contact PRN at [customerservice@prnpharmacal.com](mailto:customerservice@prnpharmacal.com).
10. Be familiar with the shelf life and/or expiration date for all Products. Inspect inventory regularly for Products past their shelf life and expired or soon-to-be expired Products and remove those Products from inventory. Do not sell any Products that are expired or within thirty (30) days of expiration without PRN's permission, and contact PRN with any questions. Destroy or dispose of any such Products in accordance with instructions provided by PRN.
11. Be familiar with the ingredients and intended use of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and endeavor to respond to customer inquiries promptly.
12. Cooperate with PRN with respect to any Product tracking systems that may be implemented from time to time.
13. Cooperate with PRN with respect to any Product recall or other Product safety dissemination efforts.

14. Report to PRN any customer complaint or adverse claim regarding the Products' quality of which you become aware and assist PRN in investigating any such complaints or adverse claims.
15. Cooperate with PRN in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.