Current July 23, 2024

VETERINARIAN BUYER’S CLUB MEMBERSHIP AGREEMENT

This Buyer’s Club Membership Agreement (hereinafter, “Agreement’) between Veterkin Society, LLC , 4905 34th St. S., Suite 340, St. Petersburg, FL 33711 (hereinafter “VBC”) and the registered member (Vet Member name and address associated with Vet Member’s State Veterinarian license (hereinafter, “Member Vet”)), states the terms of agreement whereby VBC shall provide Vet Members with access to the VBC Portal and a Member Vet Personal Portal (hereinafter, “Member Portal”). These portals enable the Member Vet to:

(1) Apply for, receive, and manage membership (hereinafter, “Vet Member”) and manage permitted pet enrollment (hereinafter, Enrolled Pets”).

(2) Efficiently order, manage, and track veterinary treatment supplies, services, and leased equipment for treatment of Enrolled Pets (hereinafter, “Vet Materials”) directly from Portal suppliers (hereinafter, “Supply Partners”) at negotiated group rates for meaningful savings.

(3) Enrolled Pet medical records are stored by an independent contractor.

(4) VBC monitors its membership, registration, and Supply Partners pricing by comparison with the average private animal hospital costs published at betterpet.com and chevy.com.

(5) Vet Members pay an annual Vet Membership Fee and annual Pet Enrollment Fee for each Enrolled Pet up to a maximum of twenty (20) pets. The Vet Membership Fee gives the Member access and use of VBC’s platform and a personal portal to manage the Membership, enroll and manage pet enrollment, download Enrolled pet medical treatment records and access; shipping labels; a box of lab test supplies; and one (1) cold packs per Vet Member for shipping vaccination supplies. VBC will charge up to $35.00 for additional special order packs.

(6) Vet Members pay an annual Pet Enrollment Fee for each pet. The Pet Enrollment Fee gives the Vet Member access and use of their Member Portal to contact

Supply Partners to order, purchase, and track delivery of Vet Materials including short term rentals of available equipment at pre-negotiated group rates.

(7) The Vet Member uses the Member Portal to directly pay the VBC Supply Partners at VBC negotiated prices for purchase and/or leasing of Vet Materials.

(8) All transmittals of information, transactions, and orders of Vet Materials are managed through the VBC and Member Portals.

ARTICLE 1- VBC AND AGREEMENT PURPOSES, SERVICES, AND RELATIONSHIPS.

1. VBC is a veterinarian owned and managed Buyer’s Club Member.

1.2. Vet Membership is limited to veterinarians licensed in good standing by a U.S. State.

1.3. Pet Enrollment is limited to a maximum of Twenty (20) Vet Member pets or pets owned by the Member’s family and friends for treatment in a U.S. State but outside of their business practice. (hereinafter, “Enrolled Pet(s).” Pet owners are neither parties to nor beneficiaries of this Agreement

1.4. VBC and the Vet Member use the VBC portals to administer the relationship; submit and consider Vet Membership applications; upload of proof of identity, valid licensing, medication prescriptions when legally required, a copy of each Enrolled Pets most recent vaccine certificate, pet owner consent to treatment, and Vet Member legal agency to order and use Vet Materials in Enrolled Pet treatment; payment of Vet Member fees; and order, track, and receive Vet Materials from “Supply Partners.)

1.4.1. The VBC platform portal stores all Vet Member and Enrolled Pet information including orders and delivery data for Vet Member access and uploading and maintains a medical history record of Member Portal Orders for Enrolled Pets.

1.5. VBC is owned and managed by licensed veterinarians. However, VBC does not itself or through its owners, employees, or contractors practice Veterinary Medicine or engage in diagnosis or treatment of Enrolled Pets. VBC’s solely provides Vet Member access to Supply Partners to purchase Vet Materials or lease Vet Equipment.

1.6. VBC does not diagnose, test, analyze test results, treat, prescribe or provide care for Enrolled Pets. VBC does not sample or test Supply Partner Vet Materials.

1.7 It is solely the Vet Member’s duty to provide competent treatment of Enrolled Pets in compliance with the applicable standard of care. VBC does not test, weigh, track, or control Supply Partner deliveries. It is solely the Vet Member’s duty to access their established accounts to monitor Supply Partner Vet Materials and Vet Services Orders, delivery dates and timeliness.

1.8 It is solely the Vet Member’s duty to manage the relationship with Supply Partners directly with all questions and concerns, including delivery status, timeliness, appropriateness, drug interaction, quantity, quality, weight, and any other factor that a treating Veterinarian is required to consider for an animal for which care is being provided.

1.9 It is solely the Vet Member’s duty to renew annual their Vet Membership and Pet Enrollments.

1.10 Enrolled Pet adverse reactions to a Vet Member ordered Vet Material is responsibility of either the Vet Member or manufacturer.

1.11 VBC advises the Vet Member to maintain liability insurance to cover all aspects of pet diagnosis and treatment.

ARTICLE 2 - AGREEMENT STRUCTURE

2.1 The Agreement states the terms of the legal relationship between VBC and the Member Vet including. Pet owners are neither parties to nor third party beneficiaries to this Agreement. The Agreement is supplemented by the attached General Conditions (hereinafter, “GC’) which are incorporated herein and made a part hereof.

2.2. The GC sets forth incorporated operational details. The GC includes attached supplementary Schedules A-F, which demonstrate, explain, or present references for its provisions.

ARTICLE 3 – Confidential and Proprietary Information

3.1 VBC requires its direct its medical records independent contractor to manage Enrolled Pet medical data in compliance with Title XXXII, Regulations of Professions and Occupations, Chapter 474. 2165 Veterinary Medical Practice, Ownership and Control of Veterinary Medical Patient Records; Reports or Copies to be Furnished (hereinafter, “474.2165”) a copy of which is set forth at GC Schedule H.

3.2. VBC Website pages and Webpage links, logo, and name are its copyrighted, trademarked, trade named, service marked property, and/or trade packaged property (hereinafter, “intellectual property’). VBC Vet Members may not use or re-publish VBC’s intellectual property for any reason other than to obtain or terminate VBC Membership or Pet Registration pursuant to the terms of this Agreement.

3.3 The Vet Member may only use the Content the VBC portals as a resource to purchase Vet Materials for treatment of Enrolled Pets in compliance with the terms of the Agreement. Vet Members may download or copy the Contents and other downloadable materials displayed on the Site for the Vet Member’s personal, non- commercial use only. No right, title or interest in any downloaded materials or Content is transferred to you because of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software.

3.4 Non-solicitation. VBC’s relationship with its Vet Members, employees, contractors, and Supply Partners are its contractual business relationships.

3.4.1 Vet Members shall not solicit any of these relationships to abandon, cancel, terminate, or not renew their contractual business relationship with VBC.

3.4.2 Vet Members shall not solicit and of these relationships to provide VBC type services directly to a third party.

ARTICLE 4 - Notice

4.1 For all purposes related to this Agreement notice shall be provided by U.S. Mail, private delivery service, or email to the following address and contact information:

VBC:

The Veterkin Society, LLC 4905 34th St. S.

Suite 340

St. Petersburg FL 33711

Business / Cell Phone: 727-309-1152

The parties shall timely notify each other of address or contact information changes within thirty (30) days of the change. A notice issued by one party to an outdated address or contract information shall be deemed effective notice and/or service if the

party to whom the notice is directed did not provide a notice of a change of address or contact information within the required thirty (30 days.

ARTICLE 5 - Warranties, Assumption of Risk of Harm, and Waiver and release.

5.1 VBC makes no representations regarding risk of harm from Vet Member using its services, Supply Partner, and Vet Materials in the diagnosis and treatment of Enrolled Pets.

5.2 Vet Member agreed that it is fully aware of all risks associated with Enrolled Pet diagnosis or treatment, and use of Vet Materials and in no way has relied upon any information, recommendations, or advice from VBC in its ordering and use of the Vet Materials in Enrolled Pet diagnosis or treatment.

5.3 Vet Member warrants and agrees that it is solely responsible for the health and wellbeing of the Enrolled Pets. The Vet Member and Vet Materials manufacturers are solely responsible for the Vet Materials and any impact use of the Vet Materials has on the health and wellbeing of the Enrolled Pets.

5.4 Waiver and Release. In consideration of the terms and conditions for VBC’s buying services contained in this Agreement, and adopting Vet Member’s Warranties and Duties and VCU’s disclaimers contained in this Agreement, Vet Member for themself and as the lawful agent for each of Vet Member Enrolled Pets and pet owners fully release and forever discharge the VBC including its owners, officers, employees, contractors, and agents (jointly hereafter, “VBC individuals”) for any and all liabilities, claims, demands, administrative complaints, causes of action and law suits arising from the beginning of time which Vet Member, Enrolled Pets, and pet owners have or may have, whether individually or collectively, of whatever kind and nature, known or unknown, including, but not limited to, any claims or causes of action arising out of VBC’s providing of the Buyer’s Club portals and access to Supply Partners whereby the Vet Members prescribe, order, purchase or lease Vet Materials. Vet Members agree that Vet Members are solely responsible for examining, diagnosing, and treating Enrolled Pets and using VBC’s portals to contact Supply Partners to purchase Vet Materials for use to diagnose and/or treat of Enrolled pets.

ARTICLE 6 – Vet Membership and Pet Registration Termination, Cancellation, Accounting and Refunds.

6.1 VBC may terminate a Vet Membership and/or Pet Enrollment for cause, at any time, and with or without prior notice. Cause includes, but is not limited to, failure to comply with the terms of this Agreement, the GC and Schedules; violation of law; incompatibility; the filing of bankruptcy or pledging or assignments of assets for the benefits of creditors, and for reasons deemed as cause under applicable Florida statutory, code, or case law. There shall be no refunds when a Vet Membership or Pet Enrollment is terminated for cause.

6.1.1 VBC may terminate a Vet Membership or Pet Enrollment for any reason without cause upon the giving of fifteen (15) calendar days’ notice.

6.2 Vet Member cancellation. Vet Member may cancel a Membership in compliance with

The Act, at GC at Schedule F, submitted within three (3) days of fee payment.

6.3 Upon termination for any reason, by Vet Member shall pay any and all unpaid fees, Order costs, and the cost for termination of an Order, if any.

6.4 Vet Member loss or termination of license, death, disability, retirement, or relocation. VBC shall not refund a Vet Member fee or Vet Member Enrolled Pet fees when a Vet Member’s license to practice is lost or terminated; the Vet Member dies, is disabled, or retires. VBC may allow transfer of a prorated Vet Member’s Enrolled Pet Fee to another Vet Member.

6.5 Upon receipt from a Vet Member of an email providing notice of the death of an Enrolled Pet, VBC may issue a prorated credit coupon for the Member’s use to utilize for membership renewal, new Pet Enrollment, rental equipment or to order Vet Materials for diagnosis or treatment of another currently Enrolled Pet.

ARTICLE 7 – Jurisdiction, Venue, Claim and Dispute Resolution, and Limitation of Liability.

7.1 Jurisdiction and Venue. Jurisdiction and Venue for all claims related to this Agreement and the services and products shall reside in the State and Federal Courts for the State of Florida.

7.2 Dispute Resolution. All disputes and claims in any way related to this Agreement shall be resolved through Alternative Dispute Resolution which is fully set forth in the GC at Section 13. All lawsuits and court actions in any way related to this Agreement are prohibited except for motions to preserve the status of intellectual property pending claim resolution and lodging an arbitration award in a court of law for purposes of recordation and enforcement.

7.3 TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL VBC OR ITS OWNERS, DIRECTORS, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES (HEREINAFTER, “VETERKIN ET AL.”) BE LIABLE TO YOU OR TO ANY OTHER PERSON, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY OTHER LOSSES OR DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR PARTICIPATION IN VBC SERVICES OR YOUR USE OF THE SITE, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, VETERKIN ET AL. SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE AND YOUR MEMBERSHIP DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

ARTICLE 8- Miscellaneous

8.1 This Agreement may be ratified by countersigning and dating of copies.

8.2 The Parties intend that their intent in executing this Agreement be enforced by Court or Arbitrator. If a section, sentence, or word is deemed to be unlawful.

8.3 SECURITY AND PERFORMANCE. The Vet Member shall not be use any action, device, software, or routine which could directly or indirectly interfere (or attempt to interfere) with the proper working of the Portal, compromise the security measures for the Portal or impose an unreasonable or disproportionately large load or burden on the system on which it is stored and/or hosted or its infrastructure. You may not modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Portal, Content, or the software underlying or offered on the Portal, or delete, obscure or modify any proprietary notice contained on the Portal or assist others in undertaking any of the foregoing. Vet Members and/or End Users are prohibited from violating or compromising or attempting to violate or compromise the security of the Portal, including, without limitation, (i) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service or Portal to any user, host or network, including, without limitation, via means of submitting a virus to the Portal, overloading, "flooding," "spamming," "mailbombing" or "crashing," including without limitation any distributed denial of service attack; (iv) sending unsolicited email, including promotions and/or advertising of products or services; or (v) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. VBC may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Portal other than the search engine and search agents available from VBC on its Portal and other than generally available third party web browsers.

8.4 NO DATA COLLECTION: Your use of the Portal must not involve any data matching or data mining, including without limitation the collection or use of information about other members or other users including their name, email addresses, and any other contact information.

The remainder of the Agreement shall be deemed lawful and binding on the Parties and the Court or Arbitrator shall interpret the remainder to give effect to the Parties’ intent.

Signature by VBC officer Signature by Vet Member Date: Date:

The Vet Member shall sign this Agreement by inserting their initials and date thereby stating that the Vet Member has read, understands, and agrees to the Agreement terms.

Veterkin Society, LLC

Vet Membership Agreement General Conditions

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VETERINARIAN BUYER’S CLUB MEMBERSHIP AGREEMENT GENERAL CONDITIONS

These “General Conditions” are incorporated into the Veterkin Society, LLC (hereinafter, “Veterinarian Buyer’s Club” or “VBC”) and Vet Member Agreement (hereinafter, “Agreement”) and made a part thereof. These General Conditions set forth detailed directions for the use of the VBC platform.

1. The GC Supplemental Schedules also are incorporated therein and made a part thereof.

1.1 GC Schedule A provides instructions and demonstrations for portal use.

1.2 GC Schedule B provides a list of the (a) Vet Materials cross-referenced by product, volume or weight, and manufacturer, distributor, supplier, and/or seller and (b) Vet Support Services Material (labs, vaccinations, and equipment leasing) and fees.

Available Vet Materials, prices and Supply Partners may change for a variety of reasons. However, VBC will negotiate for new group rates and timely advise Vet Members of changes.

1.3 GC Schedule C provides the VBC Membership Application process and required information and documentation.

5. GC Schedule D provides the VBC Pet Enrollment process and required information and documentation.

6. GC Schedule E provides annual Vet Membership fees per Enrolled Pet based upon the number of the Vet Member’s Enrolled Pets - up to a maximum of twenty (20) pets.

7. GC Schedule F provides the terms of the Florida Buying Services Act, Fla. Stat. 559.3901 - 559.3906 (hereinafter the Act)1 which primary address terms for Vet Member voluntary Membership cancelation, termination of pending Orders, and appropriate Vet Member refunds and payments.

8. GC Schedule G provides the terms for Veterinarian, owner, and pet confidentiality, Title XXXII, Regulations of Professions and Occupations, Chapter 474. 2165 Veterinary Medical Practice, Ownership and Control of Veterinary Medical Patient records; Reports or Copies to be Furnished (hereinafter, “474.2165”). VBC shall manage Enrolled Pet data in compliance with 474.2165.

9. GC Schedule H provides the VBC equipment lease agreement form.

2. VBC Service.

2.1 Veterkin Society, LLC (hereinafter, “VBC”) is a Veterinarian Buyer’s Club membership organization created solely for use by licensed veterinarians to purchase Vet Materials and Support Services at membership and discounted pricing treatment outside their commercial practice of pets owned by themselves, their family, and friends (hereinafter, “Enrolled Pets”). VBC endeavors to provide meaningful pricing savings for Vet Materials and Laboratory Services.

2.2 Use of VBC and its portal is limited to Member Vets licensed to practice in the United States for treatment of Enrolled pets residing in the United States.

2.3 VBC has identified Vet Materials which in its’ experience veterinarians most commonly used for in-office pet treatment.

2.4 VBC provides Members with its platform portal and the Member Portal for access to the following:

2.4.1. The pharmacy service provider (currently myvetstore.com) to order veterinary pharmaceutical products offered by the pharmacy, not including controlled substances.

2.4.2 The veterkin.com portal to order certain lab services, manage membership of Enrolled pets, and leasing available sonogram and cryogen equipment (subject to lease terms and security deposit).

2.4.3 The medical record portal (currently administered by “Covetrus / EVetPractice/Pause) to view medical records for each Enrolled Pet which are derived from Member Portal use.

3.0 VBC Service Fees and Payment.

3.1 GC Schedule G provides applicable Buyer’s Club terms for Vet Members required by the State of Florida and, if required, the State in which the Vet Member is licensed to practice.

3.2 Member Vets pay VBC the membership and pet enrollment application fees and thereafter the annual Membership Fee for themselves, and an annual Registration Fee for each Enrolled Pet, up to a maximum of twenty

(20) pets.

3.3 Fee Payment. Member fees are charged at the time of Vet Membership and Pet Registration application, and thereafter, on the yearly anniversary of each Vet Membership and each Pet enrollment.

3.4 Annual Renewal Fee Payment Notice. VBC shall transmit a thirty (30) day notice of intention to charge and charging Vet Membership fees for renewal of the Membership Fee for each Enrolled Pet.

3.4.1 Failure to renew or payment authorize annual fee payments shall result in VBC freezing the Vet Member and Enrolled Pet status, accounts, and pending orders.

3.4.2 VBC shall notify the Vet Member of any fee change or increase.

3.4.3 In order to avoid an auto renewal charge, thus terminating membership and suspending pet registrations, Vet Member must access the VBC portal to cancel any Vet Membership or Enrolled Pet membership for which they do not wish to be charged at least fifteen calendar days prior to the end of their annual membership or pet enrollment period, as applicable.

3.5 Each new Vet Membership application, each Vet Membership renewal, each new Pet Enrollment application, and each Pet Enrollment renewal requires credit card payment of the applicable fee and consent to auto renewal of membership on the anniversary date of the enrollment or at then-current membership pricing.

3.6 Member Vets may use their own credit card. Member Vets also may use their family and friends Enrolled pet owner credit card. However, to use the card of another, the Member must certify the cardholder’s consent. All auto-renewal charges shall be charged to the card either used to pay the most current Vet Membership or Pet Registration or more recently provided.

3.7 Vet Member shall provide valid credit card information at the time of application for membership and pet enrollment, and thereafter timely update this information.

4. Fee Refunds, Credits, and Transfers.

4.1 With the exception of Vet Membership cancellations in compliance with Act, Membership fees are non-refundable – for any reason.

4.2 Vet Members shall address problems with the timing, delivery, and quality and quantity of Vet Materials directly with the responsible Supply Partners.

4.3 Upon the documented death of an Enrolled Pet, VBC shall allow Vet Members to receive a prorated refund of the pet’s enrollment fee as a credit voucher for the Member Vet’s account.

4.4 Upon the retirement and non-renewal of veterinary license of a Vet Member, no refunds shall be issued for the membership or enrolled Pet, but VBC shall allow the Member Vet to transfer Enrolled Pets and the remaining membership period to another or new Member Vet. All medical records for their Enrolled Pets shall be retained for two years.

4.5 Refunds and Credits of Purchases

4.5.1 Pharmacy: VBC has no responsibility for and shall not provide refunds or returns of pharmacy orders. In the event of an adverse reaction to a product, the Vet Member should contact the manufacturer to resolve claims and concerns.

4.5.2 Laboratory Services: VBC has no responsibility for and does not provide for cancellation of lab service after the completed requisition form has been transmitted to the Vet Member.

5. Membership Qualifications, Application, and Pet Enrollment.

5.1 Member Qualifications.

5.1.1 Licensed in good standing to Practice in good standing by the legal authority to do so in a State of the United States.

5.1.2 Fully completed application including acknowledgements of reading, understanding, and agreement.

5.2 Membership Application Information

5.2.1 Personal information

5.2.2 Scanned documentation of licensure in good standing

5.2.3 Valid driver’s license or Passport to prove identity.

5.2.4 Credit Card charging information.

5.2.5 Credit card charge consent.

5.3 Membership Application Process. Veterinarians shall use the VBC portal to submit Membership applications. Upon application acceptance, Vet Members shall be given a personal portal and access username and passwords to the Veterkin account and order portals.

5.4 Pet Enrollment Limitations. Because this service is limited to the Vet Member, Member family and Member friend pets – and not for commercial use or resale, Member Vets are limited to enrolling no more than twenty

(20) pets.

5.5 Pet Enrollment Qualifications

5.5.1 Enrolled Pets must reside within the United States.

5.5.2 Enrolled Pets must receive a thorough and complete standard examination (SOAP) before the Vet Member may order Vet Materials. After acceptance of pet enrollment but before enabling ordering, VBC shall provide the SOAP form for the Vet Member to complete and return via the Member Portal to VBC for acceptance but before Enrollment and/or placing orders.

5.6 Pet Enrollment Process. Member Vets shall use their personal VBC portal to submit Pet Enrollment Applications.

5.6.1 Vet Member cannot order Vet Materials Enrolled Pet until the Vet Member completes and submits a VBC annual physical exam form for the Enrolled Pet.

5.6.2 Pet Enrollment Applications shall include the following Information.

5.6.2.1 Certification that the Vet Member has a Veterinarian, Client, Patient Relationship (VCPR) with the pet.

5.6.2.2 Pet personal information.

5.6.2.3 Pet owner personal information

5.6.2.4 Upon acceptance of a pet enrollment but prior to VBC enabling the Vet Member to order Vet Materials for the Enrolled Pet, the Member shall provide the completed VBC exam form including the Member’s certification of having conducted the standard pet health and wellness examination (SOAP) after acceptance, within 90 days prior to the date of the application, and prior to ordering Vet Materials.

5.6.2.5 Vet Member certification and documentation of Pet owner consent to and grant to Member Vet of agency to purchase Vet Materials for diagnosis or treatment of the Enrolled Pet, and to ratify the Vet Member Agreement waiver and release of VBC liability

5.6.2.6 If applicable, pet owner credit card charging information and consent to use for payment of the membership fee for payment of the Vet Members Enrolled Pet annual fee and purchase of Vet Support Services.

6 Maintaining Current Member and Pet Information and Data.

6.1 VBC shall maintain the Vet Member personal portal including Enrolled Pet medical information during the period of the Vet Membership and for an additional period of three years. Vet Member and former Vet Members must access and download the medical information for their Enrolled Pet(s) and share them with pet owners and treating veterinarians.

6.2 The Pet Medical files, charts, reports, and data shall be maintained in compliance with Medical Practice, Ownership and control of veterinary medical patient records; reports or copies to be furnished (hereinafter, “474.2165”).

7. Terms and Conditions for Use of the VBC Member services.

7.1 Vet Members and Enrolled Pets must reside in the United States.

7.2 Vet Members shall only order, ship, and use Vet Materials within United States.

7.3 Vet Members shall review their Member Portal regularly and respond to provided information and communications timely.

7.4 Vet Members shall provide VBC with a recent vaccination certificate and Pet Enrollment form for the Enrolled Pet where ownership or Vet Member Vet agency granted by the pet owner giving the Vet Member authority to order Vet Materials and use them to diagnose or treat their pet. The form shall be on file and current at all times.

7.5 Vet Member must provide certifications of annual SOAP pet examinations on VBC forms at time of Enrolled Pet’s renewal.

7.6 Vet Member shall order lab testing solely through the VBC Member Portal. Vet Members shall not directly contact the VBC provided lab to change, amend, or add to an existing lab order. Vet Members may change, amend, or add to an existing lab order by contacting and requesting VBC to do so, By changing an Order, the Vet Member agrees that it shall pay VBC for any resulting additional costs VBC’s administrative process fees, and its administrative costs directly by VBC charge(s) of the credit card on file for the Enrolled Pet for which the Lab change was made. Failure to pay these fees is cause for Vet Membership termination.

7.7 Vet Member must provide annual or, if applicable, bi-annual proof of current Vet licensing in good standing and the next date for renewal.

7.8 Vet Member must keep all payment information and consents current and all charging credit cards in good standing.

8. Duties, Responsibilities, and Consents

8.1 VBC Duties

8.1.1 Provides and maintains the Member Portal for Member use to order supplies.

8.1.2 Maintains the VBC system, may advises to the extent reasonably possible when the system is down, ensure orders are non-compliant with terms of the Vet Member’s Agreement

8.1.3 Selects and negotiates with suppliers it believes can effectively serve Members for negotiated pricing. It does not control Suppliers. Supplier relationships can end or change for a variety of economic reasons.

8.1.4 Advises Members when available Vet Materials changes occur, or supplier relationships end or change.

8.1.5 Does not and shall not examine, diagnose, prescribe treatment, or treat any animals including the Enrolled pets (hereinafter, “Vet Services”).

8.1.6 Does not identify, recommend, or order Vet Materials for Vet Members to use to treat Enrolled Pets. While VBC provides access to Vet Materials, Vet Members shall make their own professional decision as to whether to order and use the VBC Vet Materials for examination, diagnosis, or treatment of Enrolled Pets or access other Vet Materials from other sources for treatment of Enrolled Pets

8.1.7 Does not make any representations about the Vet Materials offered by the Suppliers.

8.1.8 Does not analyze or confirm any Supplier representation.

8.1.9 Does not ensure the quality, measures, condition, effectiveness of Supply Partner offered Vet Materials.

8.1.10 Does not determine, control or monitor supplier Vet Material stock inventory. VBC does not control Supply Partner delivery time or dates to Vet Members.

8.2 Vet Members.

8.2.1 Provide all Vet services and treatment for Enrolled Pets.

8.2.2 Selection, inspection, effectiveness, timely ordering and, and use of Vet Materials.

8.2.3 Place Vet Materials Orders, monitor the supplier activities, order and delivery timeliness, and determine Vet Materials quality, quantity, applicability, risk, and health and safety adverse effects such as Pharmacodynamic Interactions.

8.3 Vet Member Consents.

8.3.1 The Supply Partners require that VBC provide Vet Member names and Vet license information before the partners will allow the Vet Members to submit orders for Vet Materials. By signing this Agreement, the Vet Member consents to VBC sharing this information with the Supply Partners so that the Vet Member can use their Member Portal to order Vet Materials.

8.3.2 The Supply Partners require that all Vet Member purchases of Vet materials be made through VBC. To do this, at no additional cost to the Vet Member, Portal credit card charges for Vet Materials are paid indirectly to the Supply Partner, credited to VBC’s account, invoiced to VBC, and credited to the Supply Partner’s account. VBC uses the invoicing to audit and manage the Vet Member’s account. By signing this Agreement, the Vet Member states he or she understands and consents of this process.

9. VBC shall in its sole discretion add, remove, change, or modify, Supply Partners, and Vet Materials based upon market factors and service quality. Enrolled Pet accounts shall not be charged for Vet Materials that are not delivered.

10. Adding and Removing Enrolled Pets

11. CC and preauthorized charge of fees, leases, lease product deposits, and membership renewals.

12. Rules.

12.1. All renewals are contingent upon a valid credit card being on file and the charge accepted.

12.2 Vet Members shall not binge order for Enrolled Pets, for example ordering more Vet Materials that would reasonably be used to treat an Enrolled Pet during the annual period of enrollment.

12.3 Vet Members shall not use or distribute Vet Materials ordered for an Enrolled Pet for treatment of another pet, whether or not Enrolled.

12.4 Vet Members shall not resell Vet Materials.

12.5 Vet Members may not gift or transfer the use of Vet Materials without VBC’s prior written approval.

12.6 Vet Members may not download and share VBC documents with non- Members without VBC’s prior written consent.

13. Termination Process:

13.1 Upon termination for any reason, except in compliance with the Act, Vet Member shall pay any and all unpaid Member and Enrolled Pet fees, Order costs, and the cost for termination of an Order.

13.2 Refunds, transfers and credits shall be allowed or prohibited in compliance with GC Paragraph 2.g. supra.

13.3 Upon Vet Member loss or termination of license, death, disability, retirement, or relocation, VBC shall not refund a Vet Member fee or Vet Member Enrolled Pet fees. VBC may allow a prorated transfer of Enrolled Pet Fee to another Vet Member.

13.4 Upon receipt from a Vet Member of an email and certificate of the death of an Enrolled Pet, VBC may issue a prorated credit coupon, less outstanding fees and cost, for Member’s use to order Vet Materials for diagnosis or treatment of another Enrolled Pet.

13.5 Upon receipt of notice of a declined charge, VBC shall provide a ten (10) day notice to cure and all of the Member Vet’s Enrolled Pet account(s) shall be frozen. To unfreeze an account, the Vet Member shall provide valid credit card charging information, pay related any bank fees, and the charge must be accepted.

14 Dispute Resolution. This Agreement shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue rest in the State and Federal District Courts for Florida. The parties shall have all remedies to which they are entitled by law.

14.1. All claims related to this Agreement, including claims related to an adverse arbitration or decision pursuant shall be resolved by alternative dispute resolution

(hereinafter “ADR”). The ADR shall be administered by the American Arbitration Association (hereinafter, “AAA”).

14.2 Neither party may initiate an action in a court of law or an administrative agency except, 1) to complete mediation and arbitration; 2) to enforce an arbitration order, subpoena, or discovery request; 3) to lodge and enforce a mediation agreement or arbitration award; and (4) for injunctive relief. Any other effort to initiate litigation shall be in breach of this Agreement, dismissed by the Court, and the initiating party shall be ordered to pay the opposing party’s legal fees and costs.

14.3 The ADR procedures shall be initiated by a claimant’s written submission to the AAA of both a Commercial Demand for Arbitration and Request for Mediation. The limitation period for submitting the Demand and Requestion to bring all claims shall be one- hundred and eighty (180) days from the date of the alleged action causing the claimed harm(s).

14.4. Within thirty (30) days of the demand, the parties shall initiate a mediation, which if unsuccessful shall be followed by arbitration. The mediation process shall be completed within ninety (90) days of the demand (the “mediation period”).

14.5. Within thirty (30) days of the expiration of the mediation period without resolution, a Claimant shall submit its arbitration demand to the AAA and the opposition party.

14.6. Arbitration shall be conducted pursuant to the AAA commercial rules, supplemented by reasonable discovery and court-issued subpoenas.

14.7. Each party initially shall pay its own filing, legal, AAA, and arbitrator fees and costs.

14.8. The arbitrator’s award shall include an award of legal fees and costs to prevailing party for each claim, i.e., a successful prosecution or defense. If the award for a claim is such that each party prevails in part and fails in party, the arbitrator shall make reasonable fee and cost awards based upon the relative values and costs of prevailing in part.

14.9. The arbitrator’s award shall be lodged with a Maryland court of general jurisdiction and thereafter as necessary lodged with other courts of general jurisdiction for purposes of enforcement