

## SHELTER PLUS EXCLUSIVE AGREEMENT

This Shelter Plus Exclusive Agreement (the “**Agreement**”) is made and entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and between Mars Petcare US, Inc., a Delaware corporation with its principal place of business located at 2013 Ovation Parkway, Franklin, TN, 37067 (“**Mars**” or “**Mars Petcare**”) and \_\_\_\_\_ located at \_\_\_\_\_ (“**Shelter**” and together with Mars Petcare, the “**Parties**” and each individually a “**Party**”).

### RECITALS

WHEREAS, Mars and Shelter desire to enter into an arrangement whereby Mars Petcare provides and/or makes available certain of its companion animal feeding products (“**In-Shelter Food**”) and certain other products of Mars Petcare and/or its Affiliates at a discount and under the terms set forth herein and in the Schedules and Exhibits attached hereto, for the express and limited purposes of feeding cats and dogs being cared for at Shelter (“**Pets**”) and providing Shelter with access to additional programs and services of Mars Petcare and its Affiliates (the “**Shelter Program**”), in exchange for Shelter:

- (a) exclusively purchasing Mars and/or its Affiliates’ pet food products to feed Pets at Shelter, subject to Section 4.2(b) below, and exclusively promoting and recommending Mars Petcare and/or its Affiliates’ food and products, in the course of Shelter’s public communications and Pet adoption activities, including to all Pet foster parents and to all new Pet Parents who adopt any Pet from Shelter during the Term;
- (b) providing certain Shelter Data and Pet Parent Data to Mars and its Affiliates, in compliance with all applicable laws for same.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### AGREEMENT

#### 1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- 1.1 “**Adoption Kit(s)**” means those certain coupons, informational pamphlets, and/or product samples provided by Mars and/or its Affiliates to Shelter at no cost, which Shelter shall give to each Pet Parent who adopts a Pet from Shelter during the Term.
- 1.2 “**Adopter Bag(s)**” means the brand of Mars or its Affiliates’ pet food product provided by Shelter at the time of adoption to each Pet Parent who adopts a Pet during the Term.
- 1.3 “**Affiliates**” means, with respect to either Party, any entity which controls, is controlled by, or is under common control with, such Party (including such Party’s parents, subsidiaries, and divisions).
- 1.4 “**In-Shelter Food**” means the Mars Petcare Products being fed at the Shelter during the Term in accordance with the In-Shelter Food Program option selected by Shelter as outlined on **Schedule 1**.
- 1.5 “**Intellectual Property**” means all existing and future rights in and to any intellectual property whether registerable or not including names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, domain names, inventions, whether or not copyrightable or patentable, trade secret or confidential information, and any other intellectual and/or industrial property existing anywhere in the world and whether created before, on or after the date of this Agreement.

- 1.6 **“Mars Products”** means the pet food brands and all pet-related products owned or offered by Mars Petcare and/or its Affiliates, including but not limited to those set forth on **Schedule 2**.
- 1.7 **“Personal Data”** means any information that personally identifies an individual or is subject to any laws relating to data privacy and/or protection.
- 1.8 **“Pet Parent”** means an individual who has adopted a Pet from Shelter during the Term of this Agreement.
- 1.9 **“Pet Parent Data”** shall mean, collectively, the Pet Parent adopter’s name, address and email address; and Pet Parent contact phone number, which phone number shall be used solely for purposes of Mars’ and/or its Affiliates follow up support phone call within the first 48 hours of Pet adoption, and which number shall not, under any circumstances, be used by Mars Petcare and/or its Affiliates for marketing purposes.
- 1.10 **“Shelter Benefits”** means the benefits set forth in Section 4.1 of this Agreement.
- 1.11 **“Shelter Data”** means Pet adoption data related to the Pets and/or Shelters, including the adopted Pet’s name, breed, and birth date; the adoption date, adoption location, and brand of the Adopter Bag provided to the Pet Parent at the time of the adoption.

## 2. **TERM AND TERMINATION**

- 2.1 **Term.** This Agreement shall remain in effect for a period of twelve (12) months from the Effective Date (the **“Term”**), unless terminated earlier in accordance with Section 2.2 hereof.
  - (a) At the end of the Initial Term, the Agreement shall automatically renew for one (1) year terms (each a **“Renewal Term”**) unless either Party provides the other Party with at least thirty (30) days prior written notice of its intent not to renew for a subsequent Term.
- 2.2 **Termination.** This Agreement may be terminated at any time:
  - (a) By either Party for any reason or no reason at all, upon at least ninety (90) days’ prior written notice to the other Party;
  - (b) By either Party, immediately upon written notice to the other Party, if a Party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors or has a receiver appointed; and
  - (c) By Mars, immediately upon written notice to Shelter, if (i) Shelter loses and/or fails to maintain its status as a 501(c)(3) nonprofit organization or governmental entity, or (ii) Shelter breaches this Agreement.
- 2.3 **Effect of Termination.** Upon the expiration or termination of this Agreement, Mars shall cease providing In-Shelter Food and any Shelter Benefits set forth in Section 4.1 hereunder, and Shelter shall, within thirty (30) days of any such expiration or termination, pay Mars any and all outstanding amounts owed, if applicable.
  - (a) Shelter shall additionally return to Mars at Shelter’s cost, or, at Mars Petcare’s sole discretion, make available for pickup by Mars or its agents, any and all Mars products and/or promotional materials provided to Shelter (including, but not limited to, any coupons, trial products, and displays).

3. **COLLABORATION AND SUPPLY OF MARS PRODUCTS**

3.1 As part of the Agreement, the Parties agree that during the Term:

- (a) Mars and/or its Affiliates will provide the Shelter Benefits to Shelter in accordance with Section 4.1 hereof; and
- (b) Shelter will provide the Mars Benefits, Shelter Data, and Pet Parent Data to Mars and/or its Affiliates in accordance with Section 4.2 of this Agreement.

3.2 Shelter will be responsible for ordering, purchasing and stocking the appropriate and necessary quantities of In-Shelter Food and Adopter Bags, to enable it to feed all Pets at Shelter and to provide Pet Parents with the Adopter Bags for the duration of the Term, on and subject to the terms and conditions of this Agreement.

4. **PROGRAM BENEFITS**

4.1 **Shelter Benefits and Mars Petcare Obligations.** Mars Petcare agrees that during the Term and subject to the terms and conditions of this Agreement, it will provide Shelter with the following (collectively, “**Shelter Benefits**”):

- (a) **In-Shelter Food.** Mars will provide and/or make available In-Shelter Food in accordance with Shelter’s selection of the applicable program as set forth in **Schedule 1** via either a Mars-identified distributor or directly from Mars or an Affiliate, all as more fully detailed in Schedule 1 and subject to the following:
  - (i) The type and quantity of In-Shelter Food provided and/or made available by Mars to Shelter shall be agreed to in writing. Mars reserves the right to substitute or designate the type of In-Shelter Food.
  - (ii) Mars shall provide and/or make available In-Shelter Food at the list price minus any discount as specified in Schedule 1. All pricing is subject to change on an annual basis at Mars Petcare’s sole discretion with 30 days’ written notice to Shelter.
  - (iii) For clarity, Mars will provide the applicable discounts for certain of its pet food products which will constitute In-Shelter Food as set forth in Schedule 1, however, Shelter is free to purchase any Mars Petcare pet food products with or without such discounts, and so long as Shelter exclusively purchases Mars Petcare food and recommends only Mars Petcare and its Affiliates’ products and other offerings during the Term, it shall remain in compliance with this Agreement.
- (b) **Adoption Kits.** Mars and/or its Affiliates will provide certain coupons, informational materials, and/or product samples from Mars Petcare and/or its Affiliates, at no additional cost to Shelter, for Shelter to provide to each new Pet Parent at the time of Pet adoption (the “**Adoption Kits**”), and Shelter hereby agrees to provide an Adoption Kit to each Pet Parent during the Term. Mars reserves the right, at its sole discretion, to substitute or alter the materials, coupons, product samples, and other contents of the Adoption Kits during the Term.
- (c) **Adopter Bags.** Shelter must purchase Adopter Bags in accordance with Shelter’s selection of the applicable Mars Products via either a Mars-identified distributor or directly from a Mars Affiliate, as more fully detailed in **Schedule 1** and subject to the following:

- (i) Shelter will purchase the Adopter Bags via the same process it utilizes for its purchases for the In-Shelter Food Program;
  - (ii) Mars may take any legally permissible action, in its sole discretion, which is necessary to prevent or stop the unauthorized resale or distribution of the In-Shelter Food and/or Adopter Bags; and
  - (iii) For clarity, Mars will provide the applicable discounts for certain of its pet food products as detailed in the pricing information provided by the distributor partner selected by Shelter as set forth on **Schedule 1**, including certain 3-4 lb. bag sizes which may be used as “Adopter Bags,” however Shelter may provide new Pet Parents with any size or brand of Mars pet food upon adoption as the “Adopter Bag.”
- (d) Additional Shelter Services. From time to time, Mars and/or its Affiliates may provide and/or make available to Shelter certain additional discounts on veterinary and/or diagnostic services through its Affiliates, certain post-adoption support programs for new Pet Parents who elect to participate in such programs, and/or volunteer/staff training services for Shelter, as mutually agreed by the Parties in writing and more fully described in **Schedule 3** (Additional Shelter Services) hereto.

4.2 **Mars Benefits and Shelter Obligations.** Shelter hereby agrees that during the Term and subject to the terms and conditions of this Agreement, it will provide Mars and/or its Affiliates with the following benefits (collectively, “**Mars Benefits**”):

- (a) Shelter shall order and replenish In-Shelter Feeding (and, if applicable, Adopter Bags) through the selected Mars channel set forth in Schedule 1, and will purchase In-Shelter Food solely for the purpose of exclusively feeding In-Shelter Food to Pets being cared for by Shelter, unless there is a particular medical or other condition that would prohibit the use of the In-Shelter Food and/or any other Mars Petcare pet food product for a particular Pet.
- (b) Shelter shall not promote, display, distribute, endorse, or feed any competitive brands and/or products of pet food or pet products; subject to the following exceptions: (i) Shelter may redistribute other brands of donated pet food so long as such redistribution does not constitute direct or implied endorsement of such donated product, and (ii) Shelter may utilize another brand of pet food for a specific Pet at the Shelter if so required for a particular health condition/medical need of such Pet and with such requirement documented by appropriate veterinary staff.
- (c) Shelter will actively and exclusively display and communicate its exclusive Mars relationship for Pet Products to Pet Parents and prospective Pet Parents, including, without limitation, the following:
  - (i) Prominently displaying Mars Petcare and Affiliates’ products, marketing materials, and/or point-of-purchase materials, as directed by Mars; and
  - (ii) At time of adoption, promote Shelter’s exclusive feeding of Mars Petcare pet food and providing new Pet Parents with an Adoption Kit and Adopter Bag. If applicable, Shelter shall order and maintain a sufficient inventory of Adopter Bags needed to fulfill its obligations hereunder. For the avoidance of doubt, Adoption Kits and Adopter Bags (if applicable) shall be used by Shelter for Pet adoptions only, and any other use (including, without limitation, resale or other unauthorized diversion or distribution) is strictly prohibited and will constitute a material breach of this Agreement by Shelter.
- (d) Shelter will ensure that its employees and volunteers involved with the Pet adoption process are trained to educate prospective Pet Parents about the brands, products, and services of Mars Petcare and its Affiliates, including without limitation, veterinary health services, and shall encourage Pet

foster parents to participate in any Pet foster support programs that may be offered by Mars or its Affiliates.

- (e) Regular Meetings. Shelter will participate in regular meetings with Mars and its Affiliates at a frequency to be mutually agreed by the Parties, and to share relevant data with Mars and its Affiliates, including but not limited to Shelter Data, which shall include the number of Shelter intakes and Pet adoptions, and Pet Parent Data as outlined in Subsection 4.2(g) below.
- (f) Pet Parent Data. Shelter will provide Mars and/or its Affiliates with the Pet Parent Data set forth below in electronic format or such other format acceptable to Mars and/or its Affiliates, provided that at all times Shelter expressly represents and warrants that it will be and shall remain in compliance with (1) all applicable laws, including all data privacy, consent, and disclosure laws in collecting and sharing any such Pet Parent Data with Mars and its Affiliates; (2) the Data Sharing and Privacy requirements outlined in Section 5 hereof; and (3) the Data Sharing Agreement separately executed by Shelter and Mars Petcare, attached hereto as **Exhibit A**, which is fully incorporated by reference herein.
- (g) In accordance with the Data Sharing Agreement attached as **Exhibit A** hereto, Shelter shall ensure it has and maintains appropriate procedures and safeguards to ensure that no Pet Parent Data shall be provided to Mars and its Affiliates by Shelter without first properly obtaining legally appropriate consent of the Pet Parent adopter; and Shelter shall ensure that no Pet Parent Data will be provided to Mars and its Affiliates by Shelter of any Pet Parent who declines to provide such consent.

4.3 **Shelter Additional Representations and Warranties**. Shelter represents and warrants that during the Term of this Agreement:

- (a) Shelter will maintain its credentials and standard of care for Pets at all times during this Agreement, including without limitation, the following:
  - (i) Maintain in good standing its status as a 501c3 and/or government agency, and notify Mars immediately of any actual or threatened revocation of that status;
  - (ii) House all Pets in a safe, caring, clean, and socially-enriching environment;
  - (iii) Educate Pet Parents about caring for Pets;
  - (iv) Exclusively recommend suitable Mars Products to Pet Parents; and
  - (v) Employ or affiliate with, one or more veterinarians who can and do provide ongoing healthcare for Pets.
- (b) Abide by the AdoptAPet Shelter and Organization Terms of Service, located at <https://www.adoptapet.com/shelter/terms-of-service> (the “AAP Terms”). To the extent that any provisions of this Agreement conflict with the AAP Terms, the AAP Terms shall prevail and the remaining provisions of this Agreement will remain binding and intact.

5. **Data Sharing and Privacy**.

5.1 Mars shall comply with all applicable privacy and data protection laws and regulations in respect of the way it collects, maintains, processes and/or discloses any Personal Data in connection with this Agreement and any Shelter Data and/or Pet Parent Data provided by Shelter to Mars and its Affiliates in connection with this Agreement.

5.2 Shelter shall:

- (a) comply with all applicable privacy and data protection laws and regulations in respect of any Personal Data that it collects, maintains, processes or discloses in connection with this Agreement;
- (b) collect, maintain, process and/or disclose Shelter Data and/or Pet Parent Data, including any Mars and/or its Affiliates controlled Personal Data, only for the purposes of this Agreement or as otherwise directed in writing by Mars or its Affiliates, and in doing so Shelter shall comply with all applicable privacy and data protection laws and regulations and any Mars data processing policies as notified to Shelter in writing from time to time; and
- (c) not transfer Shelter Data or Personal Data, including any Mars controlled Personal Data, that it collects, maintains, processes or discloses in connection with this Agreement, to any third party unless it has the prior written consent of Mars or is otherwise directed in writing by Mars or its Affiliates, it has, if required by applicable privacy and data protection laws and regulations, obtained the consent of the individual from whom the Personal Data was collected, or otherwise in accordance with any Mars data processing policies as notified to Shelter in writing from time to time.

## 6. **Sales and Payment Terms.**

- 6.1 Depending upon the selected Program, Mars or the selected distributor will invoice Shelter for In-Shelter Food at list prices reflecting the discounted amount agreed upon as set forth on **Schedule 1**, and at the schedule agreed upon by Shelter in the applicable terms between Shelter and distributor.
- 6.2 All list prices and/or discount amounts are subject to change annually at Mars Petcare's sole discretion upon thirty (30) days' written notice to Shelter.
- 6.3 Nothing in this Agreement shall prohibit Shelter from purchasing Mars Petcare products or services through standard Mars Petcare sales channels. Shelter represents and warrants that it shall not purchase any such products and/or services for resale and that any such products and/or services shall not be resold.

## 7. **Confidentiality.**

- 7.1 Neither Party ("**Receiving Party**") shall use (except as necessary to fulfill its obligations under this Agreement) or disclose the Confidential Information divulged by the other Party ("**Disclosing Party**") without Disclosing Party's written consent, and each Party, as a Receiving Party, shall use at least the same level of care to protect the Disclosing Party's Confidential Information that it employs to protect its own Confidential Information. For the avoidance of doubt, the existence and terms of this Agreement shall constitute Confidential Information.
  - (a) "**Confidential Information**" means all confidential or proprietary information regardless of method of disclosure or whether or not marked as confidential, including but not limited to information about research, products, services, technology, pricing, customers, business affairs, strategies, and including specifically the terms of this Agreement, but excluding information which (i) is or becomes publicly available through no fault of the Receiving Party; (ii) is already in the Receiving Party's possession when first disclosed as evidenced by business records; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

- 7.2 Notwithstanding the foregoing, each Party is hereby authorized to disclose Confidential Information (i) to the extent required by state statute regarding the release and/or disclosure in response to a public records request and/or any court order or validly issued subpoena, provided advance notice is given to Disclosing Party and the Receiving Party provides reasonable assistance to Disclosing Party in obtaining an order to protect the information from public disclosure; (ii) to its agents, accountants and attorneys on a need to know basis who are bound by confidentiality restrictions at least as stringent as those set forth herein; and (iii) as otherwise required by applicable laws, rules, regulations or legal processes including, without limitation, securities laws and regulations, as well as taxes and other notification laws.
8. **Mars Petcare Policies.** Shelter represents and warrants that it is in compliance as of the Effective Date with the Mars, Incorporated Code of Conduct (the “**Code of Conduct**”) and will remain in compliance with the Code of Conduct throughout the Term of this Agreement, as it may be amended from time to time, a current copy of which can be found at <http://www.mars.com/global/about-us/policies-and-practices/supplier-code-of-conduct>.
9. **Intellectual Property.**
- 9.1 The trademarks, trade names, logos and company identifiers of each Party, as well as any identifier that each Party may adopt over the term of this Agreement, shall remain the sole property of each respective Party. Unless otherwise provided in this Agreement, neither Party shall make any use of the other Party’s trademarks, trade names, logos, or other identifiers without the prior written consent of the other Party, which shall not be unreasonably withheld.
- During the Term of this Agreement, Mars grants to Shelter a limited, revocable, royalty free, worldwide, non-exclusive, non-transferable, non-assignable license to use certain Mars Petcare brand icons, logos, trademarks and other designations as expressly pre-approved in writing by Mars in each instance (collectively, the “**Mars Marks**”) for the sole purpose of carrying out Shelter’s obligations under this Agreement and subject to Mars’s prior approval to such use or distribution thereof.
- 9.2 Nothing in this Agreement transfer or assigns any rights in or to the Mars Marks or any intellectual property of Mars or any of its Affiliates to Shelter or to any other person or entity and all rights in and to the Mars Marks and the intellectual property of Mars or any Mars Affiliates shall remain the sole property of Mars and/or its Affiliates, respectively.
10. **Intentionally Omitted.**
11. **Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, SUFFERED, INCURRED, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **Audit.** Upon reasonable notice and within Shelter’s normal business hours, Mars Petcare shall have the unrestricted right to audit and inspect Shelter’s facilities, books, documents, papers and records relating to Shelter’s obligations under this Agreement.
13. **Assignment.** Shelter may not assign any of its rights or obligations under this Agreement without the prior written consent of Mars. Any purported assignment not in accordance with this clause is null and void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14. **Independent Contractor.** This Agreement does not create an employer-employee, agency, joint venture, partnership, co-employment, or similar relationship between the Parties. Each Party is an independent contractor, and neither Party has the right to bind or represent the other.
15. **Governing Law.** This Agreement shall be construed in accordance with the internal laws of the State of California, without regard to its conflicts of law rules.
16. **Amendment.** No modification or amendment to this Agreement shall be valid or binding unless made in writing and signed by both Parties.
17. **Notices.** All notices and other communications required under this Agreement shall be in writing by means capable of recording delivery and shall be deemed to have been duly given on the earlier of actual receipt or (i) time of delivery, if delivered by registered mail, Federal Express, UPS or other express courier service during the normal business hours of the recipient; or (ii) time of sending, if transmitted by written telecommunication (subject to confirmation of receipt in complete legible form) during normal business hours of the recipient; and in each case addressed as set forth below:

**To Shelter:**

Shelter Name \_\_\_\_\_  
 Street Number, Suite/Floor \_\_\_\_\_  
 City, State, Zip/Postcode \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_

**To Mars:**

Mars Petcare US, Inc.  
 2013 Ovation Parkway  
 Franklin, TN 37067  
 ATTN: Shelter Program Manager  
 (With required copy to the same address  
 ATTN: Legal)

18. **Severability.** If any court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable for any reason, (i) the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired, and all remaining terms of this Agreement shall remain in full force and effect, and (ii) to the extent possible, the Parties will replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision.
19. **Waiver.** No waiver of any rights arising from a breach of any obligations under this agreement shall be effective unless it is in writing and signed by the waiving party. Any such waiver is not to be deemed a continuing waiver of any other breach or default in the performance of any of the same or other obligations hereunder. Failure of any party to insist on specific performance of this agreement shall not constitute a waiver of rights hereunder.
20. **Construction.** The provisions of this Agreement have been negotiated in good faith by the Parties. Each Party acknowledges it has had ample time to seek competent legal or other counsel regarding the terms and conditions of this Agreement and it fully understands and accepts all of the terms and conditions herein. The headings, sections and subsections of this Agreement have been added for the convenience of the Parties and are not to be deemed part of the Agreement. The Recitals and all schedules and exhibits attached hereto are expressly deemed part of this Agreement.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together constitute a single agreement. Executed counterparts transmitted by electronic means are considered original documents.
22. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior or contemporaneous negotiations and understandings between them concerning such subject matter, whether written or oral.



IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Duly authorized on behalf of	Duly authorized on behalf of	Duly authorized on behalf of <b>Mars Petcare US, Inc.</b>
Signed:	Signed:	Signed:
Name:	Name:	Name:
Title:	Title:	Title:
Date:	Date:	Date:

**SCHEDULE 1**

**IN-SHELTER FOOD PROGRAM OPTIONS, ORDERING PROCESS,  
AND ADOPTER BAGS**

**(1) In-Shelter Food Programs**

**(A) Option A: Mars Pet Nutrition Exclusive Program**

1. In-Shelter Food ordered through Central Pet Distribution (“Central Pet”):
  - 75% off list price on all IAMS brand dog food products and PEDIGREE brand products
  - 90% off list price on all IAMS brand cat food products

**Option A: Ordering Process**

- a. Shelter will apply for a customer account at [www.Centralpet.com](http://www.Centralpet.com) and must accept the terms and conditions set forth therein.
- b. Once approved, Shelter will be provided with a Mars Petcare price list and can place orders for the applicable products directly via the Central Pet online ordering platform.
- c. All orders for In-Shelter Food will be delivered directly to Shelter by Central Pet.

**(2) Adopter Bags.** Shelter must purchase and maintain sufficient quantities of the Mars Petcare products in order to ensure every Pet Parent who adopts a Pet during the Term receives one (1) bag of Mars Petcare pet food product to take home with their new Pet. These Adopter Bags will be provided to Shelter at a 100% discount off list price.

**SCHEDULE 2**

**MARS PRODUCTS**

- Eukanuba
- Greenies
- IAMS
- Nutro
- Pedigree
- Royal Canin
- Whiskas
- Whistle
- Wisdom Panel

**SCHEDULE 3**

**ADDITIONAL SHELTER SERVICES**

*[Reserved.]*

## **EXHIBIT A**

### **DATA SHARING AGREEMENT**

THIS DATA SHARING AGREEMENT (the “**Agreement**”), effective as of \_\_\_\_\_ (“**Effective Date**”), is by and between **Mars Petcare US, Inc.** and/or certain of its Affiliates (**collectively, “Mars”**) and \_\_\_\_\_ (“**Shelter**”). Mars and Shelter wish to agree to certain terms governing the use, or continued use, of Data provided by one party to the other.

#### **WHEREAS:**

- (A) Mars and Shelter are parties to that certain Shelter Plus Exclusive Agreement dated \_\_\_\_\_, 2025 (the “**Original Agreement**”).
- (B) In furtherance of the purpose of the Original Agreement, each party would like to share certain Data as defined herein with the other party, while ensuring that such Data sharing and usage will be in compliance with Applicable Law, and, for this reason, the parties have decided to enter into this Agreement to stipulate their respective rights and obligations in relation to the shared Data.

#### **THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

##### **1. PURPOSE**

The purpose of this Agreement is to define the terms and conditions under which one party may obtain access to Data from the other party, including where applicable the right to use Personal Data in accordance with the terms of this Agreement.

##### **2. DEFINITIONS AND INTERPRETATION**

In this Agreement the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

“**Applicable Law**” means any applicable statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree, or other requirement of any governmental authority.

“**Data**” is defined as detailed in **Appendix 1** hereto.

“**Data Protection Laws**” means all laws and regulations, in any jurisdiction of the world, relating in any way to the privacy, confidentiality, security, integrity, and protection of Personal Data, including without limitation the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and any national implementing legislation;

“**Data Controller**,” “**Personal Data**,” “**Process/Processing**” and “**Personal Data Breach**” shall be interpreted in accordance with applicable Data Protection Laws;

“**Personal Data**” means Data identifying specific individuals as provided by one party to the other party, including such Data that may identify an individual when combined with other Data available made to either party;

##### **3. SCOPE OF DATA SHARING**

Data to be shared by the parties to this Agreement including Data categories are detailed in Appendix 1.

#### **4. PROCESSING OF PERSONAL DATA**

- 4.1** Where possible, Data will be anonymized prior to sharing with the receiving party to this Agreement. To the extent any Data shared is determined to be Personal Data as defined by Data Protection Laws, the terms of this clause 4 will govern such processing of Personal Data.
- 4.2** The sharing party or parties named in **Appendix 1** shall retain the ownership of the Data shared by that party or parties regardless of the right to access and use granted to the receiving party. Each sharing party hereby acknowledges that the Personal Data have been collected in a lawful manner in accordance with applicable Data Protection Laws.
- 4.3** Each sharing party warrants and undertakes that the Personal Data has been collected, processed, and transferred in accordance with Data Protection Laws, including procuring consents from relevant data subjects as may be necessary under Data Protection Laws..
- 4.4** For the purposes of this Agreement, Mars and Shelter each act as independent Data Controllers under applicable Data Protection Laws in relation to the Personal Data they respectively control and Process in connection (respectively) with accessing, using or otherwise Processing of Personal Data made available by the sharing party and each shall comply with its respective obligations under applicable Data Protection Laws.
- 4.5** Each party acknowledges, as independent Data Controllers, that they may respectively use third-party Processors, to Process Personal Data. In so doing, each party will ensure that any third-party Processors are subject to appropriate confidentiality and data processing obligations and will comply with their obligations as Processors under applicable Data Protection Laws.
- 4.6** Each party shall promptly provide the other party such reasonable cooperation, information and assistance as required from time to time to enable such other party to comply with its obligations under applicable Data Protection Laws.
- 4.7** The parties shall not knowingly perform their obligations under this clause, or otherwise do anything in breach of this Agreement, in such a way as to cause the other party to breach any of its obligations under applicable Data Protection Laws.
- 4.8** Each party shall have in place appropriate technical and organizational security measures so that Personal Data is protected against unauthorised or unlawful processing and against accidental loss, destruction or damage.
- 4.9** If any party is provided with anonymized Data, that party will not attempt to reverse-engineer, recreate, combine with any other dataset, or otherwise reidentify any data subject from the anonymized Data.

#### **5. LIABILITY**

Each party will retain its individual liability for any breach of its obligations under this Agreement, subject to relevant Data Protection Laws, including in the event of a security or Personal Data Breach.

#### **6. TERM AND TERMINATION**

- 6.1** The term of this Agreement begins on the Effective Date and will continue for a period not to exceed the term of the Original Agreement unless earlier terminated by either party pursuant to the terms of this Agreement.

- 6.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of this Agreement.
- 6.3 Either party may terminate this Agreement by giving 60 days written notice of termination to the other party.
- 6.4 This Agreement shall otherwise continue in full force and effect until expiry or termination, whichever is the later.
- 6.5 Termination of this Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including, without limitation, any confidentiality obligations set forth in the Original Agreement.
- 6.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## **7. CONFLICT**

In the event of any conflict or inconsistency between the provisions of this Agreement and the Original Agreement or any other arrangement whether oral or in writing between Mars and Shelter, the provisions of this Agreement shall prevail, unless otherwise expressly set forth herein.

## **8. GOVERNING LAW**

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the subject matter or formation of this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction identified in the Original Agreement between the parties.

## **9. MISCELLANEOUS**

- 9.1 The parties can amend this Agreement only upon written agreement signed by both parties.
- 9.2 This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns.
- 9.3 If a provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in place and enforceable.
- 9.4 No waiver of any breach of any provision of the Agreement or performance obligation in the Agreement is a waiver of any other breach or obligation.
- 9.5 This Agreement may be executed in counterparts, each of which will be considered an original, and together will make up one instrument.

**IN WITNESS THEREOF**, this Agreement has been executed by each of the parties hereto by its duly authorized representative as of the Effective Date set forth above.

Duly authorized on behalf of	Duly authorized on behalf of	Duly authorized on behalf of <b>Mars Petcare US, Inc.</b>
Signed:	Signed:	Signed:
Name:	Name:	Name:
Title:	Title:	Title:
Date:	Date:	Date:



## **APPENDIX 1 TO DATA SHARING AGREEMENT**

This Appendix forms part of the Agreement:

1. For purposes hereof, "Data" shall be defined as follows:

### **Categories of data subjects whose personal data is transferred**

The personal data transferred concern the following categories of data subjects:

- *Consumers who adopt pets from Shelter*

### **Categories of personal data transferred**

*The categories of data subjects include:*

- *Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex.*
- *Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.*

### **Sensitive data transferred**

*The data importer does not intentionally collect or process any special categories of data in the provision of its services. The data importer will immediately report any unintentional receipt of special categories of data to the data exporter.*

### **The frequency of the transfer**

*The data is transferred on a continuous basis.*

### **Nature of processing**

*The personal data transferred will be subject to the following processing activities:*

- *Receiving data, including collection, accessing, retrieval, recording, and data entry*
- *Holding data, including storage, organisation and structuring*
- *Using data, including analysing, consultation, testing, automated decision making and profiling*
- *Updating data, including correcting, adaptation, alteration, alignment and combination*
- *Protecting data, including restricting, encrypting, and security testing*
- *Sharing data, including disclosure, dissemination, allowing access or otherwise making available*
- *Returning data to the data exporter or data subject*
- *Erasing data, including destruction and deletion*

### **Purpose(s) of the data transfer and further processing**

*The Personal Data is disclosed for the following purposes:*

*For use by Mars for purposes which include:*

- *Follow-up inquiries and offerings to consumers regarding adopted pet's health and wellness, and other services of possible interest to new Pet Parents*
- *Future product and service marketing emails*

### **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

*The personal data will only be retained for as long as required for the purposes indicated above and in accordance with general data protection guidelines regarding record retention policies. Upon expiration or termination of Agreement, data exporter may obtain data and data importer will delete data as requested.*

2. The description of the technical and organizational security measures implemented by the data importer is as follows:

### **INFORMATION SECURITY**

Each of the Parties hereby affirmatively state that they have and further agree to maintain, at all times during the Term of this Agreement, appropriate technical and physical and information security measures to safeguard the collection, receipt, transmission, sharing, and/or processing of any Data disclosed between the Parties hereunder. Each of the Parties further represents and warrants that it shall comply with all applicable laws in the performance of its obligations under this Agreement.