

SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of _____ (month), _____ (year) (the "Effective Date"), by and between **HILL'S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 ("Hill's"), and **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**, with its principal place of business located at 1855 SE Inner Loop, Georgetown, TX 78626-6344 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides and/or makes available Hill's® Science Diet® pet food, under specified terms, for the express and limited purpose of feeding cats and dogs being cared for by Shelter ("In-Shelter Food"), in exchange for the Shelter:

- (i) exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter ("Pets"); and
- (ii) actively displaying and communicating Hill's Food, Shelter & Love® partnership, as specified herein, in the course of Shelter's public communications and Pet adoption activities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. **Hill's Obligations.** Hill's covenants and agrees that it will:

- (a) Provide and/or make available In-Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:
 - (i) The type and quantity of In-Shelter Food provided and/or made available by Hill's to Shelter shall be agreed to in writing. Hill's reserves the right to substitute or designate the type of In-Shelter Food.
 - (ii) Hill's shall provide and/or make available In-Shelter Food at the list price minus any discount as specified in **Appendix B**. All pricing is subject to change with 30 days written notice.
 - (iii) The parties acknowledge that unforeseen business conditions may require the Shelter to request an increase in the food allotment. Any such increases shall be considered on a case-by-case basis, and if mutually agreed to, shall be memorialized in writing.
 - (iv) Hill's may take any legally permissible action that, in Hill's discretion, is necessary to prevent or stop the unauthorized resale or distribution of the In-Shelter Food and Adopter Kits.
- (b) Give Shelter access to Hill's Shelter Web Portal (the "Portal"), which enables Shelter to retrieve a library of relevant information, such as articles, links to important organizations and other shelter resources. Additionally, it allows the Shelter to manage and monitor all food and promotional material orders, track Shelter monthly progress as well as conveniently submit adopter names and information and renew Shelter contracts; and
- (c) For the duration of the Agreement, grant Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill's trademarks, logos, and other intellectual

property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter's Obligations. Shelter hereby covenants and agrees that it will:

- (a) Maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:
 - (i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;
 - (ii) Housing all Pets in a safe, caring, clean and socially-enriched environment;
 - (iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;
 - (iv) Educating Pet adopters about caring for Pets; and
 - (v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.
- (b) Purchase In-Shelter Food for the purpose of exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter (as set forth in Section 4 and Appendix A of this Agreement), unless there is a medical or other condition that would prohibit the use of the In-Shelter Food for a particular pet;
- (c) Make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adopter script in **Appendix D**, and other instruction materials provided by Hill's from time to time);
- (d) Actively and exclusively display and communicate Hill's Food, Shelter & Love® partnership, including without limitation the following:
 - (i) Prominently displaying Hill's products and/or point-of-purchase materials;
 - (ii) At time of adoption, promote the Shelter's exclusive feeding of In-Shelter Food to Pets, providing adopters with an adopter kit ("Adopter Kit") as specified in **Appendix C**, and any other communication assets as may be designated by Hill's from time to time. Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder. For the avoidance of doubt, Adopter Kits are to be used by Shelter for adoptions only, and any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;
 - (iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and
 - (iv) On any website operated by or on behalf of Shelter, maintaining a landing page containing a display of the Science Diet logo with an active link to Hillspet.com; and

- (v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food; with the exception that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied endorsement of such donated product.
- (e) Provide Hill's with the following Pet and Pet adopter information in electronic format or such other format acceptable to Hill's, provided that at all times Shelter complies with (i) applicable law including any applicable privacy and disclosure laws in collecting and then sharing the information with Hill's; and (ii) the Data Submission and Privacy Policy contained in

Appendix E:

- (i) Pet adopter name, address and a minimum of 75% of adopters' e-mail addresses (provided they have consented to participate in the Hill's New Pet Parent program);
- (ii) the adopted Pet's name, breed, and date of birth; and
- (iii) the adoption date, adoption location, brand of adopter bag provided (Science Diet or Ideal Balance),

In addition, Shelter will provide Hill's with monthly Pet adoption numbers and updated shelter contact information as specified in **Appendix E**.

- (f) Provide Hill's with a right of first refusal for all pet food company sponsorship opportunities;
- (g) Provide Hill's with a delivery address of either a physical shelter with a business sign and posted operating hours, a veterinary clinic, or a pet-related business; and
- (h) Order and replenish In-Shelter Feeding and Adopter Kit materials through the Hill's Shelter portal.

3. Term and Termination.

- (a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.
- (b) This Agreement may be terminated at any time:
 - (i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;
 - (ii) 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, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and
 - (iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.
- (c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the In-Shelter Food, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed

to Hill's. Additionally, the Shelter shall return to Hill's or, at Hill's discretion, make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, pet food trial bags, point-of-purchase materials and display racks).

4. Sales and Payment Terms.

- (a) Hill's will invoice Shelter for In-Shelter Food at list prices reflecting the discounted amount. Upon receipt of invoice, Shelter shall remit payments to Hill's.
- (b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.
- (c) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. Shelter agrees such products are not purchased for resale and that such products will not be re-sold unless Shelter is approved by Hill's as an authorized Hill's retailer.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies. Shelter represents and warrants that it is in compliance with Hill's Supplier/Business Partner Code of Conduct as of the Effective Date and will remain in compliance throughout the term of this Agreement, as it may be amended from time to time. Hill's Supplier Code of Conduct can be found at <http://www.colgate-palmolive.com> under website tabs "Contact Us" and "Supplier Information". Additionally, attached and incorporated by reference to this Agreement as **Appendix F** is a copy of Hill's FCPA and Anti-Bribery Policy. Supplier represents and warrants that it has reviewed the contents of Hill's FCPA and Anti-Bribery Policy and agrees that it shall abide by the terms of such Policy.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to its principles governing conflicts of law.

10. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, term, or provision of this Agreement.

11. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

By: _____

Print Name: _____

Title: _____

HILL'S PET NUTRITION SALES, INC.

By: _____

Print Name: _____

Title: _____

List of Appendices

- A – Hill's Terms and Conditions of Sale
- B – Applicable Discount for In-Shelter Food
- C – Adopter Kit Materials
- D – Materials Pursuant to Sections 2(c) and 2(d)
- E – Data Submission and Privacy Policy
- F – Hill's FCPA and Anti-Bribery Policy

APPENDIX A
Hill's Terms and Conditions of Sale

Orders. All orders for HILL'S® SCIENCE DIET® products accepted by HILL'S shall be subject to HILL'S terms and conditions as set forth in this Agreement. It is expressly understood and agreed by the Shelter that HILL'S shall have the right at its sole option to amend these terms and conditions from time to time, including without limitation, payment terms, shipping terms, pricing and discounts. HILL'S shall not be obligated to accept any order. In the event of partial shipment of an order, the order shall be accepted only to the extent of such shipment.

Shipping Terms. The shipping terms for all SCIENCE DIET products ordered under this Agreement will be prepaid FOB origin of shipment which, for purposes of this Agreement, means that HILL'S shall prepay freight costs but that title and risk of loss shall pass from HILL'S to Shelter at the point the SCIENCE DIET products are loaded onto the common carrier at HILL'S plant or warehouse facility. Unless otherwise specified in this Agreement, shipping terms used in this Agreement shall have the meanings adopted by the International Chamber of Commerce in "INCOTERMS - 2010".

Payment.

- (a) Unless Shelter shall have secured prior written approval from HILL'S in Topeka, Kansas, of other terms of payment, payment shall be made by Shelter in U.S. dollars.
- (b) Terms of payment shall be determined at the sole discretion of HILL'S and will be communicated to the Shelter in writing. Shelter shall be eligible for payment terms of Net 30 Days from date of invoice, provided HILL'S receives and approves the following Shelter documents: (i) annual audited financial statements (within 90 days of fiscal year end); and (ii) quarterly internal financial statements (true and accurate profit and loss statement, balance sheet and cash flow statement) if available. Shelter must provide true and accurate annual financial information in order to remain on 30-day terms.
- (c) Shelter's account with HILL'S must remain current at all times. Failure by Shelter to make payments when due may result in HILL'S denial of further shipments until Shelter's account is brought current.
- (d) A monthly charge of 1.5% or the highest allowable interest will be applied to any past due balance. A charge of \$15.00 will be added to any dishonored check/instrument, in addition to any other charge permitted under the laws of the State of Kansas. Past due accounts are subject to HILL'S credit limits/restrictions. In the event litigation or collection action is commenced by HILL'S to enforce payment of any overdue balance on Shelter's account, Shelter shall be responsible for payment of all HILL'S legal fees, court costs, and other expenses incurred by HILL'S or their authorized agent in relation thereto.

Damaged/Outdated Product. Shelter shall not, under any circumstances and regardless of whether or not Shelter is entitled to remedy from Hill's in accordance with Hill's limited warranty as set forth below, sell or transfer any damaged or out-of-date product without prior inspection and written consent of HILL'S. Product shall be considered to be damaged in any of the following circumstances: (i) for spoilage by fire, water or other such occurrence; (ii) if Shelter claims it is damaged and HILL'S approves such claim, or (iii) if it is considered by HILL'S to be in a condition which is inappropriate for sale. SCIENCE DIET products shall be considered out of date after the "Best Before" date stated on the packaging. In the event product becomes damaged or out-of-date, HILL'S reserves the right at its sole option to require Shelter either to dispose of such product in accordance with HILL'S instructions and to provide HILL'S with proof of such disposition or to return such product to a place to be designated by HILL'S at HILL'S expense.

Limited Warranty of HILL'S

- (a) HILL'S warrants that all SCIENCE DIET products packaged in cans will remain merchantable for twenty-four (24) months from the date of manufacture as provided on such packaging. HILL'S warrants

that all dry SCIENCE DIET products will remain merchantable for eighteen (18) months from the date of manufacture as provided on such packaging. The foregoing limited warranties do not extend to products which are not stored: (i) between 50-120 degrees Fahrenheit at all times after shipment by HILL'S; (ii) in a commercially reasonable manner; (iii) in an appropriate insect and rodent controlled environment, or (iv) in damage-free packaging, except to extent the packaging was damaged before shipment by HILL'S, or in the event packaging is otherwise damaged by fire, flood, storm, earthquake or other such occurrence following shipment of the product by Hill's to Shelter.

(b) HILL'S liability for any loss or damage arising out of or in connection with the sale or use of SCIENCE DIET products shall be limited to replacement of any defective products and in no event shall HILL'S be liable for consequential, special, indirect or other damages resulting from commercial loss.

(c) Claims for loss or damage arising out of or connected with the sale or use of SCIENCE DIET products must be submitted in accordance with HILL'S published bulletins regarding such claims. These bulletins, as amended from time to time, will be furnished to Shelter by HILL'S.

LIMITATION OF LIABILITY THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITED WARRANTIES ARE LIMITED TO DEFECTS SOLELY ATTRIBUTABLE TO HILL'S. AND IN NO EVENT WILL HILL'S BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES IN ANY ACTION, EVEN IF HILL'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPENDIX B
Applicable Discount for In-Shelter Food

SKUs	SKU Description	Lbs	% Discount off then-current List Price
2092	Science Diet Kitten Healthy Growth	35	<u>74.00 %</u>
6801	Science Diet Feline Adult Optimal Care Pro Pack	20	<u>74.00 %</u>
2091	Science Diet Puppy Healthy Growth	40	<u>56.00 %</u>
6735	Science Diet Canine Adult Advanced Fitness Pro Pack	40	<u>56.00 %</u>

APPENDIX C
Adopter Kit Materials

Adopter kit will consist of:

- 1 Hill's® Science Diet® or Hill's® Ideal Balance™ transition bag
 - o Feline: 1.00 Lbs. Bag
 - o Canine: 2.00 Lbs. Bag
- 1 Hill's Pet Nutrition adopter coupon on the bag
- New Pet Parent website content
 - o A digital Best Friend Guide available
 - o Additional Hill's Pet Nutrition digital coupons

The following transition bags will be available:

Feline:

- Science Diet® Kitten Healthy Development
- Science Diet® Feline Adult Optimal Care®
- Ideal Balance™ Kitten
- Ideal Balance™ Feline Adult

Canine:

- Science Diet® Puppy Small Bites
- Science Diet® Puppy Large Breed
- Science Diet® Canine Adult Advanced Fitness
- Ideal Balance™ Puppy
- Ideal Balance™ Canine Adult

APPENDIX D
Materials Pursuant to Sections 2(c) and 2(d)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT

During the adoption process, shelter staff will communicate and provide the following Hill's Food, Shelter & Love® program components to the new pet parent:

- 1 – Pets in the shelter are fed Hill's® Science Diet® brand pet foods
- 2 – Benefits of choosing Science Diet or Ideal Balance for their newly adopted pet
- 3 – Science Diet or Ideal Balance trial bag
- 4 – Hill's Pet Parent portal and its benefits

Here is a tentative adoption script:

- *"At 'shelter name', we're proud to be part of the Hill's Food, Shelter & Love® program and we feed our pets Hill's® Science Diet® brand pet foods*
 - *We offer all our new pet parents the opportunity to participate in the Hill's New Pet Parent program. As part of the Hill's New Pet Parent program, you will receive an email with a link to Hill's New Pet Parent website, and more information about the Hill's food, the Adoption Kit and other tips for new pet parents. If at any time you wish to no longer receive emails about the Hill's New Pet Parent program, you may opt-out at the link at the bottom of the emails, or otherwise contact Hill's at Hills_Corporate_Consumer_Affairs@hillspet.com or call 1-800-445-5777.*
- *We suggest that you continue feeding "Pet's name" Hill's Science Diet:*
 - *Continuity and consistency of food helps avoid the stress of switching*
 - *While feeding Science Diet, you are offering "Pet's name" a pet food that is or has:*
 - *Vets' #1 Choice to feed their own pets*
 - *Proven benefits that promote vitality and well-being*
 - *Extensive portfolio of nutrition for every lifestage that also includes solutions to address a variety of health needs*
 - *Precisely prepared with natural ingredients, plus vitamins, minerals and amino acids*
 - *High quality protein 1st ingredient (dry foods)*
 - *No chicken by-product meal*
 - *Made in Hill's own USA facilities (dry foods)*
 - *100% satisfaction guaranteed or your money back*
- *If you would prefer to feed Hill's Ideal Balance to "Pet's name," here are a few of the benefits:*
 - *Natural ingredients perfectly balanced with added vitamins, minerals and amino acids*
 - *No corn, no wheat, no soy or artificial colors, flavors or preservatives*
 - *100% satisfaction guaranteed or your money back*
 - *Made in the USA (dry foods)*
 - *Here is a transition bag for "Pet's Name." It contains:*
 - *approximately 1 week of food*

CONFIDENTIAL

- as well as a \$5 coupon for your first purchase of any Hill's® pet food product.
- We also suggest that you visit Hill's New Pet Parent website for additional offers.
- When you choose Hill's® Science Diet® or Hill's® Ideal Balance™, you help our shelter and the Hill's Food, Shelter & Love® program!
- Would you like to be signed up for the Hill's New Pet Parent program?

B. MONTHLY COMMUNICATIONS

Objective

- Shelter's social media communication will focus on the pets & Shelter as the story heroes.
- Hill's will be introduced in a supporting role, via Hill's Food, Shelter & Love program.

Form, Content & Tone

- Shelter communications shall be sent via social media platforms (i.e., not via emails); and shall comply with all applicable laws and website terms of use or service in posting social media communications.
- Shelter communication is based on a true & authentic Shelter story.
- Shelter produces the communication based upon its own brand equity, brand persona & tone.
- Shelter's communication will be posted on any of the following social platforms, in order of preference: Facebook, Twitter, Instagram.
- The communication will reference one of the following brands, based upon content:
 - Hill's Pet Nutrition
 - Hill's Science Diet
 - Hill's Ideal Balance
 - Hill's Prescription Diet
 - Hill's Food, Shelter & Love
- Shelter will tag #HillsFoodShelterLove at the end of the communication.

Process

- Step 1: Shelter will post 1 communication per month on its social digital assets.
- Step 2: Hill's will identify the best monthly communications across Hill's Food, Shelter & Love program participants. Hill's will select one testimonial weekly and share on Hill's social assets.

Suggested ideas for monthly communication content

- Pet ready for home, shelter adoption events
- Pet feeding time, treat moment
- Pet training, pet exercise, pet play time
- Pet recovery
- Community support, etc...

Monthly communication example



Another Walk' n Trail for Max to support Pet Friends League homeless pets....And he feels like he has deserved a delicious Hill's Science Diet treat... You're right Max!
#Walk'nTrail
#HillsShelterPets

C. EXAMPLE OF EMAIL TO NEW ADOPTERS

- The latest version of the "Thank you for adopting!" email is available on the shelter portal.



Teamed up with:



Congratulations on your new best friend!

Now that your new best friend is home, you may be wondering what your next steps are to welcome them to your family. Never fear. We've got exclusive savings and all the tools, tips and info you need to get started on the right paw.

[Get Started Now](#)



Exclusive Savings

Why not continue the good start they got at the shelter you adopted them from? As a new pet parent of a cat from a Hill's Food, Shelter & Love® shelter, you're entitled to exclusive savings on all Science Diet® and Ideal Balance™ cat foods.

[Start Saving Now](#)

Your New Best Friend Guide

This handy guide has all the tips, tools and information you need to help your new best friend be a happy, healthy part of your family for a long, long time.

[Get the Guide](#)



New Pet Parent Toolbox



Your New Cat and Your Other Pets Can Be Friends

Help your current pets roll out the welcome mat to your new cat.

[Read More](#)



Your Cat's First Month at Home

Change can be a challenge for cats. Learn what to expect in the first month and how to foster a successful home for yourself and your cat.

[Read More](#)



Welcoming Home Your New Cat

Nine ways you can be the BEST new pet parent on the block.

[Read More](#)

[ABOUT HILL'S](#)
[HILL'S PRODUCTS](#)
[WHERE TO BUY](#)
[FIND A VET](#)

APPENDIX E
Data Submission Requirements and Privacy Policy

A. Data Submission Frequency from Shelter to Hill's

- Shelter will submit files of pet and pet adopter information on a weekly basis
- Shelter will complete the Shelter Profile section (located on the Hill's Food, Shelter & Love® portal) on a monthly basis, to provide updated pet adoption numbers and accurate shelter contact information

B. Privacy Policies Related to Data Submitted by Shelters to Hill's

- Shelter will maintain a privacy policy that permits the disclosure of adopter information to non-affiliated third party business partners, such as Hill's, including for marketing purposes.
- Shelter will only provide Hill's with adopter information for those adopters that have opted in to receive communications from Hill's Pet Nutrition. If the adopter refuses the Adopter Kit or otherwise requests not to be included in the Hill's New Pet Parent program, no personal information will be submitted to Hill's where the adopter opted out, nor any communications will be sent to him/her in any circumstance.
- Hill's will use the adopter information provided by Shelter to contact the adopter with a "Thank you for adopting!" email and regular Hill's Pet Nutrition newsletters, promotions and special offers. Each such communication will include the ability for the adopter to opt-out from receiving future communications from Hill's.

C. Hill's Privacy Policy

- Hill's values pet owners and their pet's privacy. We do not rent, sell or give away pet owner e-mail addresses and only contact pet owners when we are given permission to do so
- The latest version of the Hill's Privacy Notice can be found at www.hillspet.com/legal-statement-and-privacy-policy.html. Hill's Privacy Policy can also be found as a link in the footer of each email sent by Hill's Pet Nutrition to adopters.

APPENDIX F
Hill's FCPA & Anti-Bribery Policy

Hill's is committed to ethical business practices and to acting with integrity in all aspects of its business. Hill's reputation for integrity is a vital business asset that depends upon the commitment of all Hill's directors, officers and employees everywhere to act in accordance with Hill's parent company's (Hill's) Code of Conduct and all applicable laws and regulations. Hill's reputation depends not only on its own conduct, but also on the conduct of those with whom it does business. It is Hill's goal to ensure that all of its vendors, including without limitation suppliers, distributors, contractors, consultants, counterparties and agents (referred to hereafter as "Vendors") reflect the same high ethical standards as Hill's and demonstrate a commitment to compliance with all laws governing their activities, including laws prohibiting bribery or corruption. It is therefore required that Hill's Vendors share this commitment to FCPA and anti-bribery compliance as set forth below:

(a) Our Vendors are aware that anti-bribery and anti-corruption laws around the world generally prohibit bribery of governmental officials and among private commercial parties, including the giving or receiving of bribes in connection with conducting business. More specifically, these laws prohibit people and organizations, or those acting on their behalf, from:

- (i) paying or offering to pay money or anything of value, directly or indirectly, to (A) a government official to influence that official to secure an improper advantage or obtain or retain business, or (B) any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person's employment, or a public function; and
- (ii) requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person's employment, or a public function.

(b) Our Vendors have not undertaken and will not undertake any action that would cause them or Hill's to be in violation of any anti-bribery laws, nor have they been accused of conduct that would violate any anti-bribery laws.

(c) Our Vendors understand that it is their responsibility to ensure that their employees and representatives understand and comply with this FCPA and Anti-Bribery Policy.

(d) Our Vendors understand that failure to adhere to this FCPA and Anti-Bribery Policy may cause Hill's to terminate the business relationship.