



BISSELL PET FOUNDATION

DONATION AND USE AGREEMENT

(Pet Vaccines/Medications – Animal Welfare Organizations)

This Donation and Use Agreement (“Agreement”) is entered into as of the last Party’s execution below (“Effective Date”) by and between:

BISSELL PET FOUNDATION a Michigan not-for-profit organization, with its principal place of business at 2345 Walker Avenue NW, Grand Rapids, Michigan 49544 (“BPF”),

and

Williamson County Regional Animal Shelter, animal welfare organization, acting by and through Williamson County, Texas, being a political subdivision of the State of Texas, with its principal location being at Georgetown, TX (“Recipient”).

BPF and Recipient may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose; Nature of Donation

1.1 Purpose. BPF agrees to donate certain veterinary biological products, specifically pet vaccines/medications, as further described in this Agreement and any attached schedules (the “Products”) to Recipient solely for use in furtherance of Recipient’s non-profit animal welfare activities, such as shelter medicine, rescue, and community outreach clinics (the “Permitted Purpose”). For the FDA drugs a veterinarian of record is required.

1.2 No Sale; No Consideration. The Products are provided as a charitable, in-kind donation. Recipient shall provide no monetary or other consideration to BPF in exchange for the Products, other than Recipient’s agreement to comply with the terms of this Agreement.

1.3 No Agency or Partnership. Nothing in this Agreement creates any partnership, joint venture, employment, or agency relationship between the Parties. Recipient is an independent entity and is not authorized to bind BPF in any manner.

2. Donation; Delivery; Storage and Handling

2.1 Description and Quantity. BPF will donate to Recipient the Products described in **Exhibit A** (including product name, lot number(s), expiration date(s), and quantity). BPF may, in its sole discretion, modify the quantity or type of Products to be donated or decline to make any particular donation.

2.2 Delivery Terms. Unless otherwise agreed in writing, BPF will arrange shipment of the Products to Recipient's designated address. Risk of loss and title to the Products shall pass to Recipient upon delivery to Recipient's designated delivery location.

2.3 Storage and Handling. Recipient shall:
store, handle, and administer the Products strictly in accordance with all applicable laws, regulations, and professional standards, and in accordance with the manufacturer's instructions, including temperature control and cold-chain requirements;
ensure that only appropriately licensed or otherwise legally authorized veterinary professionals administer the Products; and promptly segregate and not use any Products that are damaged, compromised, expired, or suspected to be unsafe.

2.4 No Return Obligation. BPF (or original manufacturer donor) is under no obligation to accept return of any Products, whether used, unused, or expired, unless required by law or agreed in writing.

2.5 Donation Notice Process.

(a) For each subsequent donation of Products following the initial donation described in Exhibit A, BPF may issue a written Donation Notice to Recipient in lieu of executing a new agreement or a signed amendment. Each Donation Notice shall set forth, at a minimum: (i) the product name(s); (ii) lot number(s) (or "TBD" if not yet available at the time of notice); (iii) expiration date(s) (or "TBD" if not yet available at the time of notice); (iv) quantity; and (v) the expected shipping or delivery date.

(b) Each Donation Notice issued by BPF shall be deemed to automatically update and supplement Exhibit A of the Agreement as of the date of such Donation Notice, and shall be incorporated into and governed by all terms and conditions of the Agreement in full. No further signature by Recipient is required for a Donation Notice to be effective; provided, however, that Recipient's acceptance of delivery of the Products described in a Donation Notice shall constitute Recipient's acknowledgment of and agreement to be bound by such Donation Notice.

(c) Donation Notices may be delivered to Recipient by email to Recipient's designated contact or by any other method permitted under Section 8.3 of the Agreement.

(d) Nothing in this Section 2.5 obligates BPF to make any particular donation or to issue any Donation Notice. BPF retains full discretion under Section 2.1 to modify quantity or type of Products or to decline any particular donation.

3. Restrictions on Use, Transfer, and Advertising

3.1 No Resale; No Commercial Use. Recipient shall not, and shall ensure that no third party shall:

sell, resell, or otherwise commercially exploit the Products;
charge any fee that is directly tied to the cost or value of the Products; or
use the Products in any manner intended to generate profit or commercial gain.

Recipient may, however, charge reasonable fees to recover costs associated with professional services (e.g., examination, administration, recordkeeping) so long as such fees are not represented as payment for the Products themselves.

3.2 Permitted Sharing; Approved Recipients List.

(a) Recipient may share or distribute the Products only to the specific organizations or providers listed in **Exhibit B** (each, an "Approved Recipient"), and solely for the Permitted Purpose.

(b) Prior to any sharing or distribution of Products to an Approved Recipient, Recipient shall:

provide the Approved Recipient with written notice of the restrictions contained in this Agreement; and

obtain a written agreement from the Approved Recipient that it will comply with restrictions that are at least as protective as those set forth in Sections 3 and 4 of this Agreement, including prohibitions on resale, further transfer, and advertising.

3.3 No Further Transfer or Resharing. Recipient shall not, and shall ensure that each Approved Recipient shall not:
transfer, donate, lend, or otherwise provide the Products to any person or entity that is not listed in **Exhibit B**, unless BPF has provided prior written consent and **Exhibit B** has been updated accordingly; or
authorize or permit any further downstream transfer or resharing of the Products by any third party.

3.4 No Advertising or Promotion. Recipient shall not, and shall ensure that each Approved Recipient shall not:
advertise, promote, or publicize the availability of the Products, whether directly or indirectly, including via websites, social media, email, print, or other media;

use Donor's name, logo, trademarks, or the names of any Products in any marketing, fundraising, or promotional materials without BPF's prior written consent; or represent or imply that BPF endorses Recipient, any Approved Recipient, or any of their programs, services, or activities.

Recipient may make non-public, internal communications reasonably necessary to coordinate clinical operations, inventory management, and compliance with this Agreement.

3.5 No Misrepresentation. Recipient shall not misrepresent the source, nature, regulatory status, or value of the Products to any animal owner, client, or third party.

4. Compliance; Records; Audit

4.1 Legal and Professional Compliance. Recipient shall, and shall ensure that each Approved Recipient shall, comply with all applicable federal, state, and local laws, regulations, and professional standards relating to: the storage, handling, and administration of veterinary biological products; veterinary practice and licensure; recordkeeping and reporting; and animal welfare and public health.

4.2 Records. Recipient shall maintain accurate and complete records relating to: receipt, storage, and disposition of the Products; administration of the Products (including date, animal identification or description, dose, lot number, and administering professional); and any sharing or distribution of the Products to Approved Recipients.

Recipient shall retain such records for at least five (5) years from the date of creation, or such longer period as required by applicable law.

4.3 Reporting Obligations. Recipient shall promptly notify BPF in writing of: any known or suspected adverse event, serious reaction, or quality concern associated with the Products; any known or suspected theft, loss, diversion, or misuse of the Products; and any governmental inquiry, inspection, or enforcement action relating to the Products.

4.4 Audit and Inspection. Upon reasonable advance notice and during normal business hours, Recipient shall make available to BPF (or its designee) relevant records and, if reasonably necessary, facilities, solely for the purpose of verifying Recipient's compliance with this Agreement. BPF shall use commercially reasonable efforts to minimize disruption to Recipient's operations.

5. Representations and Warranties

5.1 Recipient Representations. Recipient represents and warrants that: it is duly organized, validly existing, and in good standing under the laws of its jurisdiction

of formation; it is a non-profit governmental animal welfare organization (or equivalent status) and will use the Products solely for the Permitted Purpose; it has, and will maintain, all licenses, permits, and authorizations necessary to store, handle, and administer the Products; and the individual signing this Agreement on Recipient's behalf has full authority to bind Recipient.

5.2 BPF Disclaimer of Warranties.

(a) To the maximum extent permitted by applicable law, the Products are provided **"AS IS"** and **"AS AVAILABLE"**, and BPF makes no, and expressly disclaims all, representations and warranties of any kind, whether express, implied, statutory, or otherwise, including any warranties of merchantability, fitness for a particular purpose, non-infringement, or that the Products are error-free or risk-free.

(b) Recipient acknowledges that all medical and veterinary decisions, including whether and how to administer the Products, are made solely by Recipient's (and any Approved Recipient's) licensed professionals, and not by BPF.

6. Indemnification; Waiver and Release of Liability

6.1 Recipient Indemnification. To the extent authorized by law, Recipient shall indemnify, defend, and hold harmless BPF and its affiliates, and each of their respective officers, directors, employees, contractors, and agents (collectively, the "BPF Indemnitees") from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: Recipient's or any Approved Recipient's receipt, storage, handling, administration, use, or disposal of the Products;

any breach by Recipient or any Approved Recipient of this Agreement; or any act or omission of Recipient, any Approved Recipient, or their respective personnel in connection with the Permitted Purpose, except to the extent finally determined by a court of competent jurisdiction to have been caused directly by BPF's gross negligence or willful misconduct.

6.2 Waiver and Release. To the fullest extent permitted by law, Recipient, on behalf of itself and its officers, directors, employees, volunteers, agents, successors, and assigns, hereby: **waives** and **releases** any and all claims, demands, and causes of action, whether known or unknown, against the BPF Indemnitees arising out of or relating to the Products or this Agreement, including any claims for injury, illness, or death of any animal, or damage to property, allegedly resulting from or related to the Products or their use, except to the extent finally determined by a court of competent jurisdiction to have been caused directly by BPF's gross negligence or willful misconduct.

6.3 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies on any person or entity other than the Parties and the BPF Indemnitees.

7. Term; Suspension and Termination

7.1 Term. This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 7.

7.2 Termination for Convenience. Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to the other Party.

7.3 Immediate Suspension or Termination by Donor. BPF may immediately suspend shipments of Products or terminate this Agreement upon written notice to Recipient if: BPF reasonably believes that Recipient or any Approved Recipient has breached this Agreement; BPF reasonably believes that continued donation or use of the Products may pose a risk to animal or public health or safety; or any law, regulation, or governmental directive makes continued donation or use of the Products impracticable or unlawful.

7.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason: Recipient shall immediately cease advertising, if any, relating to the Products and shall comply with BPF's written instructions regarding remaining inventory of Products, which may include use-down, return, or destruction in accordance with applicable law; and Sections 2.3, 3, 4.2–4.4, 5, 6, 7.4, and 8 shall survive.

8. Miscellaneous

8.1 Confidentiality. To the extent either Party receives non-public information from the other Party that is designated as confidential or that should reasonably be understood to be confidential, such Party shall use such information solely for purposes of this Agreement and shall not disclose it to any third party except as required by law or as necessary to perform this Agreement.

8.2 Use of Name and Logo. Recipient shall not use BPF's name (or original manufacturer donor), logo, trademarks, or other brand identifiers in any public communication, marketing, fundraising, or promotional materials without BPF's prior written consent, except as may be required by law.

8.3 Notices. All notices under this Agreement shall be in writing and shall be deemed given when (a) delivered personally, (b) sent by a nationally recognized overnight courier, or (c) sent by certified or registered mail, return receipt requested, to the addresses set forth below (or to such other address as a Party may designate by notice):

If to BPF:

BISSELL Pet Foundation

2345 Walker Avenue NW

Grand Rapids, Michigan 49544

Attn: Kim Alboum

With a copy to kim.albourn@bissell.com and a copy to contracts@bissell.com

If to Recipient:

Williamson County Animal Shelter

1855 SE Inner Loop, Georgetown, TX

Attn: Alexis Fine, Operations Manager

8.4 Assignment. Recipient may not assign or transfer this Agreement, in whole or in part, whether by operation of law or otherwise, without BPF's prior written consent. Any attempted assignment in violation of this Section shall be null and void. BPF may assign this Agreement to an affiliate or successor without Recipient's consent.

8.5 Governing Law; Venue. To the extent allowed by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. To the extent allowed by law, any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Kent County, Michigan, and each Party hereby consents to the personal jurisdiction and venue of such courts.

8.6 Entire Agreement; Amendments. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

8.7 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid, enforceable provision that most closely reflects the Parties' original intent.

8.8 Waiver. No waiver of any breach or default under this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

8.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument. Signatures delivered by electronic means (including PDF, DocuSign, or similar) shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Donation and Use Agreement as of the Effective Date.

BPF:

BISSELL Pet Foundation

By: _____*Kim Alboum*_____
Name: _____Kimberley Alboum_____
Title: _____Director Field Operations_____
Date: _____June 17, 2026_____

RECIPIENT:

Williamson County, Texas, acting on behalf of the
Williamson County Regional Animal Shelter

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Description of Products

Nexgard	16,000 doses

EXHIBIT B

Approved Recipients List

Recipient may share or distribute Products only to the organizations or providers listed below, and only after obtaining written agreements from them to comply with restrictions at least as protective as those in this Agreement.

1. Austin Animal Care and Control