



7337 S Revere Pkwy,  
Centennial CO 80112

Info@outwardhound.com

303.792.9600  
800.477.5735

303.792.9939

OUTWARDHOUND.COM

Dear Reseller,

At The Kyjen Company, LLC d/b/a Outward Hound (“Outward Hound”), we are committed to you—the reseller partners that help our company deliver products that inspire tails to wag, put smiles on faces, and make peoples’ adventures with their pets better. To protect our brands and the integrity of our authorized distribution channels, Outward Hound implemented an Authorized Reseller Program in 2019. Outward Hound is taking this opportunity to recirculate its Authorized Reseller Program terms and provide you with the most up-to-date policy applicable to your advertising and sale of Outward Hound products.

Among other benefits, our Authorized Reseller Program ensures that all sellers of Outward Hound products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Reseller Program assists us in identifying and taking action against unauthorized sellers that are harming you and consumers through the sale of damaged and diverted products.

Your obligations under our Authorized Reseller Program are outlined in the updated **Outward Hound Authorized Reseller Policy**, which is attached for your review.

**As a reminder, the key features of the Authorized Reseller Policy include:**

- **Where and to Whom You May Sell Outward Hound Products:** Outward Hound is committed to maintaining the integrity of its authorized distribution channels and to stopping the diversion of Outward Hound products to unauthorized sellers. To this end, the Authorized Reseller Policy requires that you sell Outward Hound products solely to end users and not to persons or entities who intend to resell Outward Hound products. In addition, you may not market or sale or ship Outward Hound products outside of the United States without our prior written consent.
- **Online Sales:** The Authorized Reseller Policy prohibits you from selling Outward Hound products online, including on or to marketplace websites such as Amazon, eBay, Jet, Chewy, or Walmart Marketplace, without Outward Hound’s prior written consent. This prohibition will be strictly enforced. If you would like to apply for authorization to sell Outward Hound products online, please visit <https://custombusiness.outwardhound.com/outward-hound-authorized-online-seller-application> to apply for authorization.
- **Ensuring Product Quality and Satisfaction:** To ensure that the consumers who purchase Outward Hound products have the best experience possible, the Authorized Reseller Policy outlines our expectations for the service you will provide to your customers. The Authorized Reseller Policy also describes certain steps you must take to maintain the quality of Outward Hound products until they reach consumers.

Thank you for your careful attention to the attached documents and for your continued support of the Outward Hound brands.

Sincerely,

The Kyjen Company, LLC d/b/a Outward Hound

THE BEST BRANDS UNDER 1 WOOF



**OUTWARD HOUND AUTHORIZED RESELLER POLICY**  
**Effective Date: May 20, 2019    Last Updated: January 2022**

This Outward Hound Authorized Reseller Policy (“Reseller Policy”) is issued by The Kyjen Company, LLC d/b/a Outward Hound (“Outward Hound”) and applies to Authorized Resellers of Outward Hound products<sup>1</sup> (“Product(s)”) in the United States. By purchasing Products from Outward Hound or an Authorized Outward Hound Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Outward Hound in Outward Hound’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller” hereunder. Outward Hound may review Reseller’s activities for compliance with this Reseller Policy and Reseller agrees to cooperate with any investigation, including, but not limited to, permitting inspection of Reseller’s facility and records related to the sale of the Products.

1.     **Authorized Customers.** Reseller is authorized to sell Products to End Users. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, invoice, or promote the Products outside the United States without Outward Hound’s prior written consent.

2.     **Online Sales.** Reseller shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum without the prior written consent of Outward Hound, granted through execution by Outward Hound of the Outward Hound Authorized Online Seller Agreement. This prohibition includes sales on any online marketplace, including, but not limited to, Amazon, eBay, Jet, Chewy, or Walmart Marketplace. The terms of this Reseller Policy supersede any prior agreement between Outward Hound and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Outward Hound to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3.     **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Outward Hound. Reseller shall comply with any and all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business and/or (b) related to the advertising, sale, and marketing of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Outward Hound or the Products.

4.     **Product Care, Customer Service, and Other Quality Controls.**

(a)     Reseller shall comply with all instructions provided by Outward Hound regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Reseller shall store Products in a cool, dry, pest-controlled place, away from direct sunlight.

(b)     Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Reseller shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.

(c)     Reseller shall not represent or advertise any Product as “new” that has been returned open or repackaged. For treat Products, Reseller shall not resell any Product that has been returned open or repackaged.

(d)     Promptly upon receipt of the Products, Reseller shall inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Outward Hound at support@outwardhound.com.

---

<sup>1</sup> The Outward Hound family products includes, but is not limited to, Outward Hound, Petstages, Bionic, Nina Ottosson, Wholesome Pride, Charming Pet, Natural Nutrition, Best Friends by Sheri, and Dublin Dog.

(e) Reseller shall inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Reseller shall not sell any Products that are expired or within 60 days of expiration. Reseller shall destroy or dispose of expired or soon-to-be expired Products in accordance with instructions provided by Outward Hound.

(f) Reseller shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Reseller must be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly.

(g) Except for a drop-shipment arrangement authorized by Outward Hound, under no circumstances shall Reseller permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than Reseller's.

(h) Reseller shall ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Outward Hound. Reseller shall ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Outward Hound reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Outward Hound is required. Reseller shall cooperate with Outward Hound in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.

(i) Reseller shall cooperate with Outward Hound with respect to any Product tracking systems that may be implemented from time to time.

(j) Reseller shall cooperate with Outward Hound with respect to any Product recall or other consumer safety information dissemination efforts.

(k) Reseller shall report to Outward Hound any customer complaint or adverse claim regarding the Products of which it becomes aware. Reseller shall assist Outward Hound in investigating any such complaints or adverse claims.

(l) Reseller shall cooperate with Outward Hound in the investigation and resolution of any quality or customer service issues related to Reseller's sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

5. **Intellectual Property.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Outward Hound IP solely for purposes of marketing and selling the Products as set forth herein. The "Outward Hound IP" includes the trademarks, names, logos, service marks, trade dress, copyrights, and other intellectual property related to Outward Hound, Petstages, Charming Pet, Best Friends by Sheri, Nina Ottosson, Dublin Dog, Planet Dog, Wholesome Pride, and Natural Nutrition brand products as well as any brands later acquired by Outward Hound and other brands in which Outward Hound has the necessary rights to sublicense to Reseller. The license granted to Reseller will cease upon termination of Reseller's status as an Authorized Reseller. All goodwill arising from Reseller's use of the Outward Hound IP shall inure solely to the benefit of Outward Hound or its licensors. Reseller's use of the Outward Hound IP shall be in accordance with any guidelines that may be provided by Outward Hound from time to time ("Brand Guidelines") and must be commercially reasonable as to the size, placement, and other manners of use. Outward Hound reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Outward Hound IP at any time, without limitation. In marketing the Products, Reseller shall only use images of Products either supplied by or authorized by Outward Hound and shall ensure that all Product images and descriptions are accurate and up to date. Reseller shall not create, register, or use any domain name, social media screenname, or any mobile application name that contains any Product name or any trademark owned by or licensed to Outward Hound, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Outward Hound.

6. **Termination.** If Reseller violates this Reseller Policy, Outward Hound reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that

may reasonably give the impression that Reseller is an Authorized Reseller of Outward Hound Products or has any affiliation whatsoever with Outward Hound; and (iii) using all Outward Hound IP.

7. **Modification.** Outward Hound reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Outward Hound IP, or use of any other information or materials provided by Outward Hound to Reseller will be deemed Reseller's acceptance of the amendments.

8. **Confidentiality.** This Reseller Policy constitutes confidential, proprietary information of Outward Hound and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of Outward Hound.