

AMT  
10/29/22

RESOLUTION NO. 2022- 156

A RESOLUTION ACCEPTING AND APPROVING A SHELTER AGREEMENT BETWEEN THE CITY OF ROCK SPRINGS AND HILL'S PET NUTRITION SALES, INC., AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS TO EXECUTE SAID AGREEMENT ON BEHALF OF SAID CITY.

WHEREAS, Hill's Pet Nutrition Sales, Inc. (Hill's) has presented to the City of Rock Springs (City) with a Shelter Agreement for the purpose of providing the City with a substantial discount for the purchase of Hill's pet food in exchange for actively displaying and communicating Hill's Food, Shelter & Love partnership at the Animal Control; shelter; and,

WHEREAS, the City desires to provide a safe and healthy environment for animals housed at the shelter, to provide them the best opportunity to thrive, and to provide healthy and nutritious food for the lowest cost possible; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Shelter Agreement before it, and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and conditions of the Shelter Agreement with the Hill's Pet Nutrition Sales, Inc., attached hereto and by this reference specifically made a part hereof is hereby accepted and approved by the City of Rock Springs.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby authorized, empowered and directed to execute said Agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest to said Agreement and to attach to said Agreement a certified copy of this Resolution.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**SHELTER AGREEMENT**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (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 8<sup>th</sup> Avenue, Topeka, Kansas 66603 (“Hill’s”), and **City of Rock Springs Animal Control**, a Shelter with its principal place of business located at **850 CENTER ST, ROCK SPRINGS, WY 82901** (“Shelter”).

WHEREAS, Hill’s and the Shelter desire to enter into an arrangement whereby Hill’s provides and/or makes available select Hill’s® brand 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 and/or Adopter kits.
  - (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 or decrease in the amount of food ordered.
  - (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) Give Shelter access to the Hill’s VIP Market feeding program for all paid shelter staff.

- (d) 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 Hill's Food, Shelter & Love program 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 all opted in email 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,
  - (iv) shelter will submit files of pet and pet adopter information on a quarterly basis
  - (v) 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.
- (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, upon Hill's request, the Shelter shall return to Hill's or 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 discounted products are not purchased for resale and that such discounted products will not be re-sold. Non-discounted products may be resold by Shelter if 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.

- (a) **Third Party Code of Conduct.** Supplier represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Company to Supplier throughout the term of this Agreement or (b) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en/us/corp/about/governance/third-party-code-of-conduct>.
- (b) **Anti-Bribery Policy.** Attached to this Agreement as Appendix F is a copy of Company's Anti-Bribery Policy. Supplier represents and warrants that it is in compliance with such policy as of the Effective Date and shall remain in compliance with such policy and any amendments to such policy in the form provided by Company to Supplier throughout the term of this Agreement.

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. Indemnification. Each party (as indemnitor) agrees to indemnify and hold the other party (as indemnitee) harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the indemnitee may become subject as the result of acts or omissions, by the indemnitor in connection with the performance of the indemnitor's duties under this Agreement or as

the result of its material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.

- 9. Assignment. This Agreement, including the Appendices attached hereto, 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.
- 10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Kansas without regard to its principles governing conflicts of law.
- 11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix 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, Appendix, term, or provision of this Agreement.
- 12. 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.
- 13. 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.

**HILL'S PET NUTRITION SALES, INC.**

**[SHELTER NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Joann R. Fuller

Print Name: \_\_\_\_\_

Title: Brand Engagement Manager, US Marketing

Title: \_\_\_\_\_

**List of Appendices**

- A – Hill's Shelter Customer General 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 Privacy and Security
- F – Hill's Global Anti-Bribery Policy

**APPENDIX A**  
**HILL'S PET NUTRITION SALES, INC.**  
**SHELTER CUSTOMER GENERAL CONDITIONS OF SALE**  
**UNITED STATES**

**1 Scope**

- 1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "Conditions") apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("Hill's Pet Nutrition") to a shelter customer (the "Customer").
- 1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.
- 1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.
- 1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.
- 1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

**2 Orders**

- 2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.
- 2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.
- 2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.
- 2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

**3 Minimum Order Charge**

- 3.1 Customer is not subject to a minimum order charge.
- 3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

**4 Price**

- 4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.
- 4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.
- 4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.
- 4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.
- 4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.
- 4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

**5 Invoicing and Payment**

- 5.1 Hill's Pet Nutrition will invoice the Customer for products when the Order is shipped.
- 5.2 The Customer must pay invoices in full in cleared funds to Hill's Pet Nutrition's designated bank account prior to delivery of the products or in accordance with their payment terms.
- 5.3 Standard payment terms are payment within forty-five (45) days of the invoice date ("Net 45"), unless an alternate arrangement is required due to a customer's poor payment history.
- 5.4 Payment shall be considered received by Hill's Pet Nutrition on the date that cash or an electronic funds transfer is received at Hill's Pet Nutrition's designated bank.

6 **Credit**

- 6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.
- 6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.
- 6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

7 **Charges**

- 7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest at the rate of 18% per annum. Interest will accrue on a daily basis and apply from the payment due date until payment in full by the Customer.
- 7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.
- 7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.
- 7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

8 **Delivery**

- 8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.
- 8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.
- 8.3 Hill's Pet Nutrition may make delivery of the products in installments.
- 8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.
- 8.5 Any non-standard delivery will be assessed the following fees:
  - 8.5.1 Customer is not subject to non-standard delivery fees.
- 8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

9 **Resale**

- 9.1 The Customer may only resell the products in the United States.

10 **Title and Risk**

- 10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

11 **Product Quality and Recall**

- 11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.
- 11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "Recall Notice"), the Customer shall, as promptly as possible and in no event, no later than



- twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.
- 11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.
- 11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.
- 11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.
- 12 **Intellectual Property Rights**
- 12.1 The Customer may not alter any trademark or marking on the products.
- 12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.
- 13 **Warranty Exclusion**  
EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 14 **Limitation of Liability**  
IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.
- 15 **Compliance with Laws and Policies**
- 15.1 The Customer shall comply with:
- 15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;
- 15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and
- 15.1.3 Hill's Pet Nutrition's distribution policies.
- 15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.
- 16 **Force Majeure**  
Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from

suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

17 **Cancellation**

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;

17.1.2 fails to comply with Hill's distribution policies; or

17.1.3 is insolvent or ceases or threatens to cease conducting business.

Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

18 **Insurance**

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

19 **Remedies**

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

20 **Relationship**

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

21 **Dispute Resolution**

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute through good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 If the Dispute is not settled by mediation within fourteen (14) days following the commencement of mediation, the Dispute shall be settled exclusively by final and binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce as follows:

21.3.1 The arbitration panel (the "Panel") shall consist of a single arbitrator;

21.3.2 The place of arbitration shall be Topeka, Kansas and the proceedings shall be held in English;

21.3.3 The award of the Panel shall be final and judgment upon such award may be entered in any competent court;

21.3.4 Neither party shall, and each shall ensure that none of their Affiliates shall, disclose the existence, content or results of any arbitration under this clause.

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

22 **Definitions**

22.1 The following definitions apply:

Affiliate: means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

Order: the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.

**APPENDIX B**  
**Applicable Discount for In-Shelter Food**

In-Shelter Feeding SKUs:

SKUs	SKU Description	Size	% Discount off then-current List Price
<b>Dry</b>			
2092	Science Diet Kitten Healthy Growth	35 lbs	<u>33.00%</u>
6801	Science Diet Feline Adult Optimal Care Pro Pack	20 lbs	<u>33.00%</u>
603920	Science Diet Puppy	35 lbs	<u>23.00%</u>
603916	Science Diet Adult Dog	35 lbs	<u>23.00%</u>
<b>Wet</b>			
6000	Science Diet Kitten Liver & Chicken Entrée	24 x 5.5oz	<u>35.00%</u>
6174	Science Diet Kitten Savory Turkey Entrée	24 x 5.5oz	<u>35.00%</u>
4534	Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz	<u>35.00%</u>
6610	Science Diet Feline Adult Liver & Chicken Entrée	24 x 5.5oz	<u>35.00%</u>
7036	Science Diet Puppy Chicken & Barley Entrée	12 x 13oz	<u>35.00%</u>
7037	Science Diet Canine Adult Chicken & Barley Entrée	12 x 13oz	<u>35.00%</u>
7039	Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz	<u>35.00%</u>

**APPENDIX C**  
**Adopter Kit Materials**

Adopter kit will consist of:

- 1 Hill's® brand starter 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 starter bags will be available:

Feline:

- Kitten
- Feline Adult

Canine:

- Puppy Small Bites
- Puppy Large Breed
- 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® brand pet foods
- 2 –Benefits of choosing Hill's® brands for their newly adopted pet
- 3 –Hill's® brand starter 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® 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](mailto: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:*
    - *#1 veterinarian recommended*
    - *Precise nutrition supports healthy skin, coat & stool*
    - *Clinically-proven antioxidants for a healthy immune system\**
    - *Unique foods for healthy dogs and cats of every age, size and need*
    - *Natural, great tasting ingredients\**
    - *Not artificially colored, flavored, or preserved\**
    - *Made in the USA with global ingredients you can trust*
  - *Here is a starter bag for “Pet’s Name.” It contains:*
    - *approximately 1 week of food*
    - *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® brands, 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 and other offers and promotions from Hill’s?*

\*Dry foods only

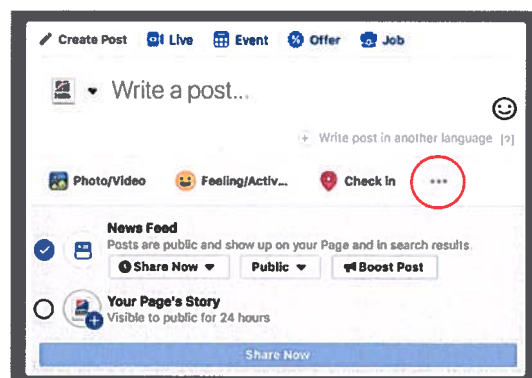
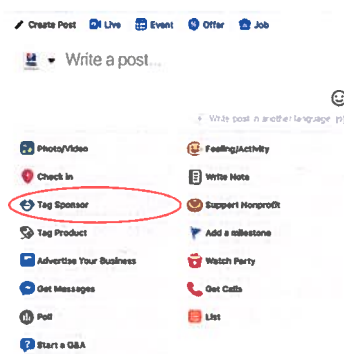
## B. COMMUNICATIONS

### 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: Instagram, Facebook, Twitter.
- The communication will reference one of the following brands, based upon content:
  - Hill's Pet Nutrition
  - Hill's Science Diet
  - Hill's Prescription Diet
  - Hill's Food, Shelter & Love
- Shelter will tag Hill's in the content
  - If using Instagram or Facebook, use the Branded Content Tool to indicate our partnership
    - Link references provided: <https://www.facebook.com/facebookmedia/solutions/branded-content>
    - <https://www.facebook.com/business/help/581962938807114>
  - Include both #HillsFoodShelterLove and #HillsTransformingLives at the end of the communication.



### Social Activations

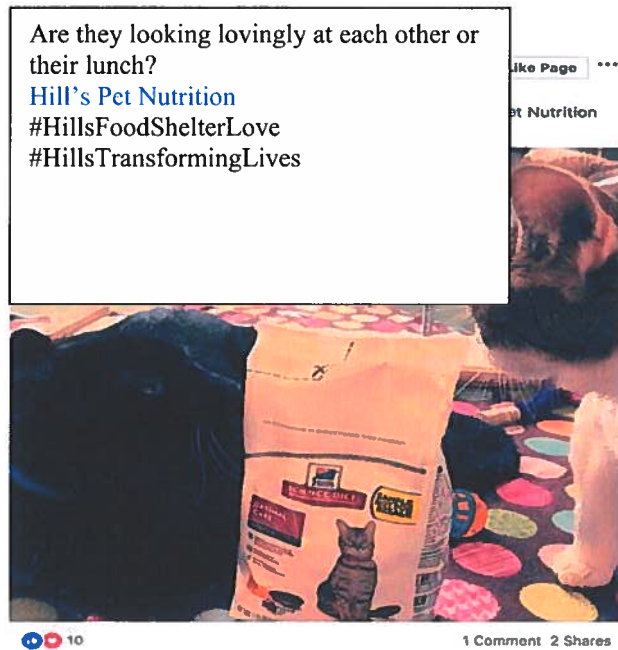
- Step 1: Shelter will post communications on its social digital assets.
- Step 2: Hill's will choose select shelter posts and share periodically.

### Suggested Ideas for Social Media 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...
- Volunteer spotlight
- Disaster relief
- Shelter events that Hill's co-sponsors

### Communication examples

Are they looking lovingly at each other or their lunch?  
[Hill's Pet Nutrition](#)  
#HillsFoodShelterLove  
#HillsTransformingLives



Like Page ...  
st Nutrition

10  
1 Comment 2 Shares

There's still time to get all the love at half the price! Today is the last day of our adult cat adoption promotion where adult cat adoption fees are reduced by 50%. Thank you to everyone that has adopted their new furry friend!

Stop by today and meet your new furry family member. Presented by [Hill's Pet](#)



Presented by  
BCSPCA  
SPECIAL FOR ADULTS



C.

D. EXAMPLE OF EMAIL TO NEW ADOPTERS

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

Dog Version: Not final copy

Cat Version: Not final copy

This is a vertical email template for dog adopters. At the top is the Hill's logo. Below it is a photo of a dog's face with the letters 'FPO' overlaid in large white font. The text reads: "Congratulations on your new best friend!". Below this is a white box containing a message: "Ashley, we're thrilled that you adopted your new dog from a participating Hill's Food, Shelter & Love™ shelter. We hope this is the start of many happy, fuzzy memories for you two!". To the right of the message is a logo for "Hill's food · shelter · love" featuring a house with a heart and the Hill's logo. Below the logo is the text "TEAMED UP WITH YOUR LOCAL SHELTER". Below the message is "Congrats again! Your friends at Hill's". Below the white box is a grey box with the question "Are you still calling your new dog the name they received at the shelter?". Below the question is the text: "Let us know and we'll send you a \$5 coupon toward your next bag of Hill's® dog food. After all, why not continue the good start your dog got at your local shelter?". Below this text are two red buttons: "Yes" and "No". At the bottom is a dark blue footer with social media icons for Facebook, Twitter, YouTube, and Instagram. Below the icons is the address: "Hill's Pet Nutrition, 400 SW 8th Ave, Topeka, KS 66603". Below the address is "Legal & Privacy Policy | Unsubscribe". At the very bottom is the copyright notice: "© 2018 Hill's Pet Nutrition, Inc.™. Trademarks of Hill's Pet Nutrition, Inc. Your use of the information in this e-mail is subject to the terms of our Legal Statement."

This is a vertical email template for cat adopters. At the top is the Hill's logo. Below it is a photo of a cat's face with the letters 'FPO' overlaid in large white font. The text reads: "Congratulations on your new best friend!". Below this is a white box containing a message: "Ashley, we're thrilled that you adopted your new cat from a participating Hill's Food, Shelter & Love™ shelter. We hope this is the start of many happy, fuzzy memories for you two!". To the right of the message is a logo for "Hill's food · shelter · love" featuring a house with a heart and the Hill's logo. Below the logo is the text "TEAMED UP WITH YOUR LOCAL SHELTER". Below the message is "Congrats again! Your friends at Hill's". Below the white box is a grey box with the question "Are you still calling your new cat the name they received at the shelter?". Below the question are two red buttons: "Yes" and "No". Below the buttons is the text: "Let us know and we'll send you a \$5 coupon toward your next bag of Hill's® cat food. After all, why not continue the good start your cat got at your local shelter?". At the bottom is a dark blue footer with social media icons for Facebook, Twitter, YouTube, and Instagram. Below the icons is the address: "Hill's Pet Nutrition, 400 SW 8th Ave, Topeka, KS 66603". Below the address is "Legal & Privacy Policy | Unsubscribe". At the very bottom is the copyright notice: "© 2018 Hill's Pet Nutrition, Inc.™. Trademarks of Hill's Pet Nutrition, Inc. Your use of the information in this e-mail is subject to the terms of our Legal Statement."



**APPENDIX E**  
**Data Privacy and Security**

During the course of providing Services, Shelter may obtain, access or otherwise Process Personal Data. Shelter agrees to protect all Personal Data as detailed in this Appendix.

1) **DEFINITIONS**

- a) **“Applicable Privacy Laws”** means all applicable privacy, information security, data protection, and data breach notification laws and regulations.
- b) **“Personal Data”** means any information in any form, format or media (including paper, electronic and other records), that identifies an individual or relates to an identifiable individual that (i) is provided-by or on behalf of Company (or its employees, contractors or agents), (ii) Shelter provided to or obtained for Company or (iii) Shelter Processes, in each case, in connection with the Services.
- c) **“Process”** or **“Processing”** or **“Processed”** means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal or other use of Personal Data. The applicable SOW describes the scope of the Shelter’s Processing.
- d) **“Security Incident”** means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Personal Data, or any other unauthorized Processing of Personal Data.

2) **DATA PROCESSING AND PROTECTION**

- a) **Compliance with Applicable Privacy Laws.** Shelter will comply with Applicable Privacy Laws relating to Shelter’s performance under this Agreement and each applicable SOW.
- b) **Limitations on Use.** Shelter will Process Personal Data only on Company’s behalf to deliver Services in accordance with this Agreement or Company’s other documented instructions, whether in written or electronic form, such as an applicable SOW. The duration of the Processing will be the same as the duration of this Agreement or applicable SOW, if any, except as otherwise agreed to in this Agreement, the applicable SOW, or in writing by the Parties.
- a) **Data Integrity.** Shelter will ensure that all Personal Data created or maintained by Shelter on Company’s behalf is accurate and, where appropriate, kept up to date, and will erase or rectify inaccurate or incomplete Personal Data in accordance with Company’s instructions.
- b) **Subcontracting.** Notwithstanding, and expressly in limitation of, anything to the contrary in the Agreement, Shelter will not disclose or transfer Personal Data to, or allow access to Personal Data by, (each, a **“Disclosure”**) any third party without Company’s express prior written consent; provided, however, that Shelter may Disclose Personal Data to its affiliates and subcontractors for purposes of providing the Services to Company. Shelter will, prior to any Disclosure, ensure that such third party is bound by contractual obligations that are at least as restrictive as this Appendix. A copy of such contractual obligations will be provided to Company upon request. Shelter will be liable for all actions by such third parties with respect to such Personal Data so Disclosed.

- c) **Requests or Complaints from Individuals.** Shelter will notify Company in writing, without undue delay (and in any event within 24 hours), unless specifically prohibited by laws applicable to Shelter, if Shelter receives: (i) any requests from an individual with respect to Personal Data Processed by or on behalf of Shelter, such as opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Data, including allegations that the Processing infringes on an individual's rights.
- d) **Audit.** Shelter will provide to Company, its authorized representatives, and such independent inspection body as Company may appoint, for the purpose of auditing Shelter's compliance with its obligations under this Appendix, on reasonable notice: (i) access to Shelter's information, processing premises, and records; (ii) reasonable assistance and cooperation of Shelter Personnel; and (iii) reasonable facilities at Shelter's premises.
- e) **Regulatory Investigations.** Upon request by Company, Shelter will assist and support Company in the event of an investigation by any regulator or authority, including a data protection authority, if and to the extent that such investigation relates to Personal Data Processed by Shelter on Company's behalf in accordance with this Appendix.
- f) **Security Incident.** Shelter will notify Company in writing without undue delay (and in any event within 24 hours) whenever Shelter reasonably believes a Security Incident has occurred. After providing notice, Shelter will investigate the Security Incident, take all necessary steps to eliminate or contain the exposure of the Personal Data, and keep Company informed of the status of the Security Incident and all related matters. Shelter further agrees to provide reasonable assistance and cooperation requested by Company and/or Company's designated representatives, in the furtherance of any correction, remediation or investigation of any Security Incident and the mitigation of any potential damage.
- g) **Return or Disposal of Personal Data.** Upon termination or expiration of its obligations under this Agreement or upon request of Company, whichever comes first, Shelter shall (i) cease all Processing of and return to Company or, at the written request of Company, securely dispose of or securely destroy all Personal Data in the custody and control of the Shelter (or agents or subcontractors, as applicable), in each case using appropriate physical, administrative and technical safeguards to protect such Personal Data against loss, theft and unauthorized access, disclosure, copying, use, or modification, and (ii) certify to Company, in writing, that Shelter has complied with its obligations under this Section.
- h) **Assistance.** Shelter will provide appropriate information and assistance requested by Company to demonstrate Shelter's compliance with its obligations under this Appendix and assist Company in meeting its obligations under Applicable Privacy Laws. In addition, when Shelter is responding to Company's requests, Shelter will inform Company if Shelter believes that any Company instructions regarding the Processing of Personal Data would violate applicable law.
- 1) **AMENDMENT.** In the event that this Appendix, or any actions to be taken or contemplated to be taken in performance of this Appendix, do not or would not satisfy either party's obligations under Applicable Privacy Laws, the parties will negotiate in good faith to execute an appropriate amendment to this Appendix.
- 2) **SURVIVAL.** The obligations of Shelter under this Appendix will continue for so long as Shelter continues to Process or possess Personal Data, even if all agreements between Shelter and Company have expired or have been terminated.

- 3) **PERSONAL DATA PROVIDED BY SHELTER.** As part of the Services provided under this Agreement, Shelter may provide Company with Personal Data. Shelter represents and warrants that: (a) it has collected all such Personal Data in compliance with all applicable laws; (b) where required by law, it has provided notices to and received consents from individuals and that such notices or consents include the intended uses or disclosures of the Personal Data under this Agreement (including Processing by the Company for direct marketing to individuals); and (c) its sharing of Personal Data with Company and Company's use of Personal Data in accordance with the terms of this Agreement will not violate any Applicable Privacy Laws.

**APPENDIX F**

**HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES**

**GLOBAL ANTI-BRIBERY POLICY**

**Our Anti-Bribery Commitment**

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

**Maintaining Accurate Books and Records**

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

**Expenditures Related to Government Officials**

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill's Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.