

TERMS AND CONDITIONS FOR THE EPICUR ADVANTAGE PROGRAM

1) INTRODUCTION AND ACCEPTANCE

a) **Agreement to Terms.** These Terms and Conditions ("Terms") govern your participation in the Epicur Advantage Program ("Program") offered by Stokes Healthcare, Inc. ("Company," "we," "us," or "our"). By clicking "I Accept" or by otherwise accessing or using the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms.

b) **Modification of Terms.** We reserve the right to modify these Terms at any time in our sole discretion. Any modifications will be effective immediately upon posting the updated Terms on our website. Your continued participation in the Program following the posting of revised Terms constitutes your acceptance of such changes. You are responsible for regularly reviewing these Terms.

c) **Eligibility.** The Program is available only to licensed veterinary practices and their authorized staff members. By enrolling in the Program, you represent and warrant that you are a licensed veterinary practice or an authorized representative thereof with the authority to bind the practice to these Terms.

2) PROGRAM BENEFITS

a) **Discount Benefits.** Subject to your compliance with these Terms, participation in the Program entitles you to the following benefits:

- i) 10% discount on all direct to office orders;
- ii) 25% discount for direct to client prescriptions for all veterinary staff members via the iFill Client Portal;
- iii) 25-50% discount on featured product of the month for office use;
- iv) Free standard delivery on all office orders; and
- v) Ability to participate in our other discount programs, including the FIP Heroes Program.

b) **FIP Heroes Program.** As part of the Program, you may participate in the FIP Heroes Program, which allows you to receive 5 GS tablets for office administration upon completion of an educational survey.

c) **Benefit Limitations.** All benefits are subject to availability and may be modified, suspended, or terminated at any time in our sole discretion. Discounts cannot be combined with other promotional offers unless explicitly stated otherwise.

d) **Non-Transferability.** Program benefits are non-transferable and may only be used by the enrolled veterinary practice and its authorized staff members.

3) PROGRAM REQUIREMENTS

- a) **Participation Requirements.** To maintain enrollment in the Program, you must:
- i) Participate in follow-up surveys after treating FIP with the GS medication;
 - ii) Submit all office orders via iFill® or Vetcove;
 - iii) Meet a minimum quarterly purchase requirement of \$1,000 per veterinarian by the 5th calendar quarter enrolled in Program;
 - iv) Participate in quarterly surveys;
 - v) Email and/or post marketing flyers to all staff for education about the program and industry discount;
 - vi) Agree to receive regular emails from Stokes Healthcare;
 - vii) Maintain a verified point of contact for the hospital;
 - viii) Participate in at least one webinar hosted by Stokes Healthcare annually (CE credit available for live webinars); and
- b) **Compliance Verification.** We reserve the right to verify your compliance with these requirements at any time. Failure to comply with any of these requirements may result in suspension or termination of your participation in the Program.
- c) **Minimum Purchase Requirement.** The minimum quarterly purchase requirement of \$1,000 per veterinarian, on average, is calculated based on the total purchases made by your practice during each calendar quarter. If your practice fails to meet this requirement in any quarter (beginning in the 5th calendar quarter), we reserve the right to suspend or terminate your participation in the Program.
- d) **Patient's Right to Choose.** The Epicur Advantage Program ("Program") is designed to provide benefits to participating veterinary practices without restricting, steering, or otherwise interfering with a patient's right to choose their own pharmacy. Nothing in these Terms shall be construed as requiring, incentivizing, or encouraging the direction of patients to any particular pharmacy, including the Company's pharmacy services.
- e) **Participant Acknowledgement.** Participants in the Program expressly acknowledge and agree that participation in the Program does not obligate them to refer, direct, or steer patients to use the Company's pharmacy services or any other specific pharmacy.

4) REGISTRATION AND ACCOUNT SECURITY

- a) **Registration Process.** To enroll in the Program, you must complete the registration process on our website and provide accurate, current, and complete information as prompted by the registration form. You agree to promptly update your registration information to keep it accurate, current, and complete.
- b) **Account Security.** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this section.

5) ORDERING AND PAYMENT TERMS

a) **Order Submission.** All orders must be submitted through iFill or Vetcove. Orders submitted through other channels may not be eligible for Program benefits.

b) **Payment Terms.** Payment for all orders is due in accordance with the payment terms specified at the time of order placement. We reserve the right to modify payment terms at any time in our sole discretion.

c) **Taxes.** You are responsible for all applicable taxes, duties, and other governmental charges associated with your participation in the Program and any purchases made thereunder, unless otherwise specified.

d) **Price Changes.** We reserve the right to change prices for our products and services at any time. Any price changes will be effective immediately upon posting on our website or other notification to you.

6) INTELLECTUAL PROPERTY RIGHTS

a) **Ownership.** All content, materials, and information provided in connection with the Program, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of the Company or its content suppliers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

b) **Limited License.** We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Program and related materials solely for the purposes of participating in the Program in accordance with these Terms. This license does not include any resale or commercial use of the Program or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Program or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

c) **Marketing Materials.** You agree to use marketing materials provided by us only for the purposes specified in these Terms and in accordance with all applicable laws and regulations. You may not modify, reproduce, distribute, or create derivative works based on these materials without our prior written consent.

7) CONFIDENTIALITY

a) **Confidential Information.** During your participation in the Program, you may have access to confidential information, including but not limited to pricing, product information, and business strategies ("Confidential Information"). You agree to maintain the confidentiality of all Confidential Information and to use it only for the purposes of participating in the Program.

b) **Non-Disclosure.** You agree not to disclose any Confidential Information to any third party without our prior written consent, except as required by law. You shall use at least the same degree of care in safeguarding the Confidential Information as you use for your own confidential information, but in no event shall you use less than reasonable care.

c) **Return of Confidential Information.** Upon termination of your participation in the Program, you shall promptly return or destroy all Confidential Information in your possession or control.

8) PRIVACY

a) **Privacy Policy.** Your participation in the Program is subject to our Privacy Policy, which is incorporated herein by reference. By participating in the Program, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

b) **Communications.** By enrolling in the Program, you consent to receive regular emails and other communications from us regarding the Program, our products, and related services. You may opt out of receiving marketing communications at any time by following the unsubscribe instructions included in each communication or by contacting us directly.

9) LIMITATION OF LIABILITY

a) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASES OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ANY NON-WAIVABLE VIOLATION OF LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PROGRAM; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY IN CONNECTION WITH THE PROGRAM; (III) ANY CONTENT OR GOODS OBTAINED FROM USE OF THE PROGRAM; AND (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

b) **Cap on Liability.** EXCEPT IN THE CASES OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ANY NON-WAIVABLE VIOLATION OF LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS, THE PROGRAM, OR YOUR USE OF OR INABILITY TO USE THE PROGRAM EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE PROGRAM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR \$500 WHICHEVER IS GREATER.

c) **Essential Purpose.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10) INDEMNIFICATION

a) **Indemnification.** You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Program, including, but not limited to, any use of the Program's content, services, and products other than as expressly authorized in these Terms.

11) TERM AND TERMINATION

a) **Term.** These Terms shall remain in full force and effect while you participate in the Program.

b) **Termination by You.** You may terminate your participation in the Program at any time by providing written notice to us by emailing Emily Tursi at education@epicurpharma.com.

c) **Termination by Us.** We may terminate or suspend your participation in the Program at any time, with or without cause, without prior notice or liability. Without limiting the foregoing, we may terminate or suspend your participation if you breach any of these Terms.

d) **Effect of Termination.** Upon termination of your participation in the Program, your right to access and use the Program and receive Program benefits will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12) DISPUTE RESOLUTION

a) **Governing Law.** These Terms and your participation in the Program shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions.

b) **Arbitration.** Any dispute arising from or relating to these Terms or your participation in the Program shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Wilmington, Delaware, unless otherwise agreed upon by the parties.

c) **Waiver of Class Actions.** Any arbitration shall be conducted on an individual basis and not as a class, consolidated, or representative action. The parties expressly waive any right to bring or participate in a class, consolidated, or representative action.

d) **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAM MUST

BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

13) MISCELLANEOUS

a) **Entire Agreement.** These Terms, together with any documents they expressly incorporate by reference, constitute the entire agreement between you and us regarding your participation in the Program and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of these Terms.

b) **Waiver.** No waiver of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

c) **Severability.** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

d) **Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. We may assign or transfer these Terms, at our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

e) **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

f) **Notices.** All notices or other communications required under these Terms shall be in writing and shall be delivered by email, postal mail, or courier to the addresses provided during the registration process or to such other addresses as the parties may designate in writing from time to time.

g) **Contact Information.**

Questions or comments regarding these Terms should be directed to:

Stokes Healthcare, Inc.

Website: epicurpharma.com/epicur-advantage

Phone: 888.508.5032

BY CLICKING "I ACCEPT" OR BY OTHERWISE ACCESSING OR USING THE PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.