

Veterinarian Partnership Agreement

THIS AGREEMENT is made and entered into by and between United Pet Care, L.L.C. ("UPC") and the undersigned Practice

1. UPC AGREES THAT:

- a. UPC will establish and administer a membership program to promote Practice to individual pet owners and organizations to make Practice's services available to such individual pet owners ("Members") of such groups.
- b. UPC shall provide Practice with necessary educational and marketing materials as well as Practice onboarding, support, benefit updates, literature requests, and staff training.
- c. UPC shall provide ongoing service to Members and to Practice as pertaining to terms of this Agreement.

2. PRACTICE AGREES THAT:

- a. Practice shall provide UPC Members with a 25% discount off of veterinary medical services & products administered in the practice, based off of usual and customary fees. **Practice is not required to reduce pricing on time-limited specials, food/flea products, any outside services, routine boarding/grooming, or to double-discount any publicly available specials (e.g., Dental Month discounts or wellness plans).**
- b. Practice understands and agrees that UPC will never be obligated to pay Practice for services rendered to a Member and shall not hold UPC liable for any payment.
- c. Practice represents that all of its practicing veterinarians are duly qualified, licensed, and insured to practice.

3. TERMINATION:

- a. This Agreement may be terminated by either Party upon written notice, subject to a thirty (30) day transition.
- b. This Agreement shall be terminated automatically in the event that Practice fails to obtain or maintain any license and/or certification Practice is required to have by law.

4. GENERAL PROVISIONS:

- a. The Parties are independent contractors. The sole relationship between UPC and Practice is for the purposes set forth in this Agreement.
- b. Each Party agrees to indemnify the other from liabilities occasioned by the negligence of itself, its employees, or organizations and the employees thereof with which the indemnifying Party is affiliated.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to agreements made within such State, without giving effect to the principles of conflict of laws.
- d. To amend any provision of this Agreement, UPC must give Practice written notice of the proposed amendment; Practice shall be deemed to have accepted the amendment if Practice fails to object, in writing, within 30 days. This Agreement may be signed electronically.
- e. Practice has read all of the Agreement, fully understands its terms and implications, and is capable of complying and will comply therewith.