

# Veterinary Growth Partners Usage Agreement

## Veterinary Growth Partners Membership Terms and Conditions

EFFECTIVE April 1, 2024

These Membership Terms and Conditions (the "Agreement") apply to the Veterinary Growth Partners membership program (the "Program"), a membership-based program for the purchase of veterinary pharmaceuticals, laboratory services, and other products and services for use in the operation of a veterinary practice or veterinary clinic (collectively, the "Program") offered by VGP Group LLC ("VGP", "we", "us", "our"). VGP has negotiated pricing arrangements with various manufacturers, wholesalers and service providers (collectively "Providers" and individually, a "Provider") allowing Members to obtain the benefit of participation in the Program. By applying to and/or enrolling in the Program, you (the "Member," "you") agree to this Agreement.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER PROVISION IN SECTION 12 THAT AFFECTS YOUR RIGHTS WITH RESPECT TO ANY DISPUTES. PLEASE BE SURE THAT YOU UNDERSTAND AND AGREE TO THOSE CONDITIONS BEFORE YOU ENROLL IN THE PROGRAM.

### 1. MEMBERSHIP BENEFITS AND PROGRAM TERMS

1.1 Membership Overview. VGP will provide Member, from time to time, with the identity and pricing of goods and services available through the Program. No purchases are required, nor are there minimum participation requirements. Member will place orders directly with a Provider or through VGP's proprietary ordering platform and will pay the Provider directly under terms and conditions agreed upon between the Member and the Provider. Any billing disputes about goods or services obtained under the Program shall be resolved between Provider and Member.

1.2 Types of Membership. VGP offers two types of membership: (a) Standard and (b) Elite. Elite Members receive all of the Standard membership benefits plus additional benefits that are offered from time to time to Elite Members. A description of membership benefits can be found here: <https://vgpveter.com/members/membership-levels-and-rebates>. Upon enrollment in the Program, a Member is automatically enrolled as a VGP Elite Member. You may choose to opt out of the Elite Membership at any time on thirty (30) days prior written notice sent to [Contact@vgpveter.com](mailto:Contact@vgpveter.com), upon which you will have Standard membership.

1.3 Member Obligations and Requirements. Throughout the term of this Agreement, Member agrees:

- (a) to comply with all terms and conditions of this Agreement,
- (b) to comply with all VGP standard operating procedures and policies established and in effect from time to time and either provided to Member or posted on the VGP website,
- (c) to comply with all terms and conditions of the Provider contracts (and any local supplements or other contracts between Member and Provider or third parties relating to the Provider contracts), that are consistent with Member's obligations under applicable law, including without limitation, payment terms, eligibility requirements, own use requirements, liability provisions, and arbitration of dispute requirements,
- (d) to remain duly licensed under applicable state law to engage in Member's business;
- (e) to comply with all laws applicable to its performance under this Agreement; and
- (f) to execute separate agreements or acknowledgements as requested by VGP or any particular Provider evidencing Member's agreement to comply with the terms of the relevant Provider contracts. Member further agrees that it will not purchase any Provider's products for resale other

than to a pet parent customer of the Member. Failure to abide by the preceding sentence will be grounds for immediate termination from the Program with forfeiture of all amounts that may then be due to Member from VGP.

1.4 Member Acknowledgements. Member acknowledges that it has been notified that some or all of the Providers will pay to VGP certain fees or rebates in connection with Member's purchases from such Providers. Member shall have no claim on those fees or rebates.

1.5 Providers and Pricing. VGP will use commercially reasonable efforts to timely notify Member of changes in the identity of Providers as well as changes in pricing. However, Member acknowledges that the identity of Providers and pricing is subject to change in VGP's sole and exclusive discretion.

## 2. TERM, RENEWAL, AND TERMINATION

2.1 Term. Enrollment in the Program becomes effective on the date of enrollment and lasts until either of: (a) you notify us you wish to cancel your membership in accordance with Section 2.2 below, (b) VGP cancels the Program pursuant to Section 2.3 below or VGP terminates your participation in the Program in accordance with Section 2.4 below.

2.2 Cancellation. If you wish to cancel your membership, and terminate your participation in the Program, please send a cancellation notice via mail and/or email to:

Veterinary Growth Partners  
211 Walter Seaholm Dr Suite 200  
Austin, TX 78701  
email: [Contact@vgpvet.com](mailto:Contact@vgpvet.com)

2.3 VGP Cancellation. VGP reserves the right to cancel or discontinue the Program upon notice, including in specific jurisdictions. Since fees are offset from Rebates, no refund of membership fees will be owed in the event of a cancellation or discontinuation of the Program.

2.4 Termination due to Breach. VGP reserves the right to suspend or terminate a Member's participation in the Program in the event that VGP has determined, in its sole discretion, that such Member has breached this Agreement, [VGP's Terms of Use](#), or has otherwise abused the Member benefits. In addition, VGP reserves the right to assess a re-activation fee to lift a suspension on a Member's participation in the Program.

## 3. REBATES AND MEMBERSHIP FEES

3.1 Rebates. VGP members can earn quarterly rebates from VGP for participating in certain Provider programs ("Rebates"). Rebates are calculated quarterly and paid per the rebate schedule (available [here](#)), which may be updated by VGP from time to time in VGP's sole discretion. All Members must be a current member to qualify for any Rebates. Rebate checks will only be processed if the value of the rebate is greater than \$25. All unpaid Rebates that do not meet the minimum value amount will be processed as administrative fees and will not carry over quarter to quarter. Any Rebate checks not cashed by the member within 180 days of the Rebate effective date become null and void, with such amounts processed as administrative fees.

3.2 Administration Fee. A non-refundable administration fee will be processed thru quarterly Rebates. Fees will be assessed based on total savings to a Member, but will not exceed \$350 per quarter. Elite Members will be assessed an additional administrative fee of \$225 per quarter.

## 4. NO MEDICAL OR VETERINARY ADVICE

4.1 No veterinary-patient relationship is created by enrolling in, using, or interacting with the Program. VGP shall not owe any duty of care in respect of any of the foregoing.

4.2 The provision of the Program should not be construed as the practice of medicine or veterinary medicine by VGP or professional veterinary or medical advice, diagnosis or treatment of any kind.

## 5. DISCLAIMERS

5.1 WHILE VGP USES REASONABLE EFFORTS TO ENSURE THAT THE PRICING, PRODUCT INFORMATION AND OTHER INFORMATION AVAILABLE TO MEMBERS THROUGH ITS TECHNOLOGY APPLICATIONS IS CURRENT AND ACCURATE, VGP CANNOT GAURANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE PROGRAM AND SERVICES ASSOCIATED THEREWITH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE; (2) ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY, OPERATION, OR USE OF THE PROGRAM AND/OR SERVICES; (3) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (4) ANY GUARANTEES AS TO A MEMBER'S EXPERIENCE OR SATISFACTION WITH A THIRD PARTY PROVIDER; AND (5) ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH A GOOD OR SERVICE PROVIDED BY A PROVIDER.

5.2 VGP SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATING TO ANY GOODS OR SERVICES PROVIDED UNDER OR IN RELATION TO THE PROGRAM BY THIRD PARTIES, OR OTHERWISE, WHETHER BASED ON ANY INCOMPLETE OR INACCURATE INFORMATION FURNISHED BY YOU OR OTHERWISE. EXCEPT AS OTHERWISE NOTED, YOU ACKNOWLEDGE THAT THE GOODS AND SERVICES ARE NOT PROVIDED BY VGP.

## 6. LIMITATIONS OF LIABILITY

6.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VGP, ITS AFFILIATES, NOR ANY OF ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF VGP HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PROVISION OF THE PROGRAM OR ANY GOODS AND SERVICES, NOR WILL VGP, ITS AFFILIATES, OR ANY OF ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, ERRORS, DEFECTS, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THEIR REASONABLE CONTROL.

6.2 FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF VGP, ITS AFFILIATES, AND ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS FOR A CLAIM ARISING UNDER THIS AGREEMENT OR THE PROGRAM SHALL BE LIMITED ONE HUNDRED DOLLARS (\$100).

## 7. INDEMNIFICATION

7.1 To the extent permitted by applicable law, you agree to indemnify and hold VGP, its affiliates, and its and their affiliates, members, officers, directors, managers, partners, employees, consultants, temporary resources, agents, suppliers, providers, contractors, subcontractors, successors, transferees, and assignees harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs, including any incurred in enforcement of this indemnification provision) arising from or in connection with (1) your violation of this Agreement; (2) any incorrect, incomplete, or inadequate information provided by you to VGP, including without limitation payment information; (3) your negligence or willful misconduct, or (4) your violation of any rights of any third party.

## 8. EXCUSABLE DELAY

8.1 Neither VGP nor its affiliates shall be liable to you for failure or delay in the performance of any terms and conditions hereof, when such failure or delay is due to causes beyond the reasonable control of such party and without its fault or negligence, such causes including, but without being limited to, labor disputes, power failures, service interruptions, riots, civil unrest, pandemics, terrorist or criminal actions, and/or government action.

## 9. YOUR PRIVACY

9.1 Member acknowledges and agrees that by participating in the Program, VGP may receive certain information about Member, including personal information. To understand how VGP collects, uses and safeguards your personal information, please review VGP's Privacy Statement at <https://www.vgpvet.com/privacy-statement>, which is expressly incorporated into this Agreement. YOU ACKNOWLEDGE AND UNDERSTAND THAT AN INTEGRAL COMPONENT OF THE PROGRAM IS THE SHARING OF CERTAIN OF YOUR BUSINESS INFORMATION WITH PROVIDERS, INCLUDING THE NAME AND CONTACT INFORMATION OF A MEMBER REPRESENTATIVE AND YOU CONSENT TO SUCH SHARING BY PARTICIPATING IN THE PROGRAM AND ACCEPTING REBATES.

9.2 Notwithstanding anything to the contrary contained herein, Member acknowledges and agrees that VGP may collect or generate Aggregate Data in connection with the Program, and Member hereby grants VGP and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Aggregate Data for any lawful purpose. "Aggregate Data" means any all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials ("Content") that has been aggregated with Content from other individuals or otherwise de-identified in a manner that does not allow such Content to be reasonably separated from the aggregate Content and reasonably identified as originating from Member.

9.3 Member hereby authorizes VGP to have access to Member's purchasing transaction data, whether through or from Providers, distributors, group purchasing organizations or any business-to-business e-commerce companies through which orders for Providers' products and services are placed by Member. Member further authorizes VGP to provide such purchasing transaction data to Providers for the purposes of improving product and service offerings available for purchase under a Provider contract, provided no portion of the data contains any patient health information the disclosure of which would violate applicable Law.

## 10. CONFIDENTIALITY

10.1 Information, data, marketing plans, materials, pricing structures and other program details supplied by VGP and its industry partners to its Members are strictly confidential. This information is supplied on the understanding it will be held confidential and not disclosed to third parties without the prior written consent of VGP. During the term of membership and for a period of five (5) years thereafter, Member agrees to require individuals (employees, agents, designated representative) who work for or with Member that would have access to the information made available by VGP that is confidential information to keep confidential and not disclose to any third parties (other than to other employees of Member with a need to know who have been made aware of these confidentiality provisions) any information designated as confidential by either VGP or a Provider by either oral or written statement without VGP's or the Provider's prior written permission. Such confidential information may take many forms, but is likely to include VGP or Provider plans, reports, proposals, agreements, clinical studies, software, pricing information, and contract catalogs (printed and electronic).

## 11. ENFORCEMENT

11.1 This Agreement is governed and interpreted pursuant to the laws of the State of Texas, United

States of America, notwithstanding any principles of conflicts of law. VGP makes no representation that the Program is applicable or appropriate for use in all locations. If you use the Program from other locations, you are responsible for compliance with applicable local laws.

11.2 The failure of VGP to exercise or enforce any right or provision set forth herein shall not constitute a waiver of such right or provision.

## 12. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

12.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

12.2 If you take legal action relating to this Agreement or your interactions with or relationship to VGP that is not subject to arbitration as provided below, you agree to file such action only in the state and federal courts located in Travis County, Texas and waive any objection you may have to the venue or forum.

12.3 Any dispute, controversy or claim between you and VGP arising out of or relating to this Agreement, or breach thereof, including disputes with respect to whether the subject matter of any controversy or claim is within the scope of the Agreement (collectively, "Claims"), will be settled by binding arbitration in Travis County, Texas under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and administered by the AAA, except that you may assert controversies or claims in small claims court (defined for the purposes of this Agreement as a court of limited jurisdiction that may only hear claims not exceeding \$5,000) if your claims are within the court's jurisdiction. All arbitration proceedings will be conducted in English. Such arbitration will have one (1) neutral arbitrator if the amount in controversy is less than One Million Dollars (\$1,000,000) or otherwise before a panel of three (3) neutral arbitrators. Each of the arbitrators must be (i) a lawyer licensed to practice law in the United States with a minimum of fifteen (15) years of legal practice or senior level business experience or a retired judge with a minimum of five (5) years of service on the bench, (ii) an individual with at least five (5) years of experience as an arbitrator, and (iii) on the roster of neutrals of the AAA or similar nationally recognized ADR organization. If the arbitration proceedings shall be conducted before a panel of three neutral arbitrators, the panel shall be selected using the following process: Within fifteen (15) days after the commencement of arbitration, VGP and you shall each select one person meeting the specified qualifications to act as neutral arbitrator, and the two thus selected shall select a third neutral arbitrator meeting the specified qualifications within fifteen (15) days of their appointment. The third neutral arbitrator shall act as the chair of the arbitration panel. If the arbitrators selected by VGP and you are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. Notwithstanding this arbitration provision, VGP may seek emergency, temporary, or preliminary injunctive relief from a competent court of law or equity pending the final ruling of the arbitrator(s), without any requirement to post bond, to prevent irreparable harm arising from any unlawful acts by you.

## 13. AMENDMENTS AND MODIFICATIONS

13.1 VGP reserves the right, to add to, change, update, or modify this Agreement at any time upon notice to you, including, without limitation, by posting notice on VGP's website. Any such addition, change, update or modification shall be effective upon the giving of such notice. Your continued participation in the Program and/or acceptance of Rebates constitutes agreement to the updated Agreement.

13.2 VGP reserves the right to modify, suspend or discontinue the Program or any product or service to which it connects, with or without notice, and VGP shall not be liable to you or to any third party for any such modification, suspension or discontinuance. VGP may at its sole discretion from time to time develop updates and other modifications to improve the Program or related

products or services.

#### 14. ASSIGNMENT

14.1 You may not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the written consent of VGP, and any such assignment in violation of this Agreement shall be null and void.

#### 15. MISCELLANEOUS

15.1 Use of the VGP website, or the Program through the VGP website, is governed by the Terms of Use at <https://www.vgpveter.com/terms-of-use> and, by enrolling in the Program, you agree to the Terms of Use. When you participate in the Program, or send e-mails, text messages, and other communications from your desktop or mobile device to VGP, you may be communicating with VGP electronically. You consent to receive communications from VGP electronically, such as e-mail, texts, mobile push notices, or notices and messages on the VGP website. You agree that all agreements, notices, disclosures, and other communications that VGP provides to you electronically satisfy any legal requirement that such communications be in writing.

15.2 You certify that you are eighteen (18) years old or older and are able and competent to give VGP rights as detailed in this Agreement, and to comply with the Agreement. The Program is not intended for individuals under the age of eighteen (18), and individuals under the age of eighteen (18) are not permitted to enroll in the Program.

15.3 This Agreement sets forth the entire understanding between you and VGP with respect to the subject matter hereof and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and VGP with respect to such subject matter. If any part of this Agreement is found to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.

15.4 The failure of VGP to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

15.5 This Agreement does not create any franchise, joint venture, partnership or any similar legal relationship between us and you. No party has the authority to bind or act on behalf of the other party except as otherwise specifically stated herein. There are no third-party beneficiaries of or to this Agreement.

#### 16. CONTACT INFORMATION

Questions regarding the Agreement or the Program should be directed to:

Veterinary Growth Partners

211 Walter Seaholm Dr Suite 200

Austin, TX 78701

[contact@vgpveter.com](mailto:contact@vgpveter.com)