

RADIO SYSTEMS CORPORATION
PetSafe[®], Innotek[®], Premier[®], Drinkwell[®], & SportDOG Brand[®]
AUTHORIZED RETAILER PROGRAM AND AGREEMENT

This Agreement is entered into between Radio Systems Corporation, a corporation having an address of 10427 PetSafe Way, Knoxville, TN 37932 (“RSC”), and _____, a _____ having an address of _____ (“Retailer”).

1. Contact Information Retailer agrees to complete and provide to RSC at the time of execution of this Agreement the Retailer information requested in the Retailer Information Sheet attached hereto as Exhibit A and incorporated into this Agreement by Reference. Retailer agrees to immediately notify RSC of any change(s) in such information by contacting Ms. Rose Strock by telephone at (260) 627-7383 or by email at rstrock@petsafe.net.

2. Terms & Rules of Program Participation

(a) In order to purchase from RSC for retail sale PetSafe[®], Innotek[®], Drinkwell[®], Premier[®] and/or SportDOG Brand[®] products (collectively, “RSC Retail Products”) as a part of RSC’s Authorized Retailer Program, Retailer must sign and return this Agreement to RSC. RSC shall determine from time to time, in its sole discretion, which RSC Retail Products Retailer shall be allowed to purchase for resale. By signing this Agreement, Retailer agrees to:

(1) comply with all RSC rules, policies and guidelines regarding intellectual property, including those set forth in the “Authorized Retailer Program Rules Regarding Trademark Use, Copyright Materials & Labeling” attached hereto as Exhibit B and incorporated into this Agreement by reference, which may be modified by RSC from time to time in its sole discretion (the “IP Rules”);

(2) conduct its retail business in compliance with all applicable federal, state and local laws and regulations, including intellectual property laws, and all applicable website policies; and acquire and maintain all licenses and permits applicable to the operation of its business and the sale of RSC Retail Products;

(3) use best efforts to promote and maximize Retailer’s sale of the RSC Retail Products in the United States and Canada, and meet RSC’s high quality standards in providing customer service. The rights of Retailer hereunder are limited to the offer and sale of RSC Retail Products in the United States and Canada and Retailer shall not offer or sell RSC Retail Products outside of the United States and Canada. RSC shall have the exclusive right to increase or decrease the prices of RSC Retail Products to Retailer at any time without advance notice;

(4) prominently display Retailer’s own name and address on all web pages and other online listings from which Retailer offers or sells RSC Retail Products; and

(5) display the RSC Authorized Retailer Logo(s) for the brands of RSC Retail Products that Retailer sells on all web pages and other online listings on which Retailer sells any RSC Retail Products. The Authorized Retailer Logo(s) shall be a clickable link provided by RSC to confirm Retailer as an authorized seller.

(b) If Retailer sells RSC Retail Products through catalog sales and/or one or more retail stores, Retailer may, but is not required to, display the RSC Authorized Retailer Logo(s) on catalogs, brochures, store signs and other advertising materials.

(c) Retailer shall not sell RSC Retail Products through any auction, including, without limitation, any online auction such as eBay[®] or uBid[®] *without the express written consent of RSC*. The offer or sale of RSC Retail Products by Retailer, directly or indirectly, through any auction without written consent by RSC shall constitute a

material breach of this Agreement for which RSC may immediately terminate this Agreement and all rights of Retailer hereunder.

(d) Retailer shall not sell RSC Retail Products through any marketplace website, including, without limitation, any marketplace website such as Amazon[®] or an Amazon[®] affiliate *without the express written consent of RSC*. The offer or sale of RSC Retail Products by Retailer, directly or indirectly, through Amazon or its affiliates without written consent by RSC shall constitute a material breach of this Agreement for which RSC may immediately terminate this Agreement and all rights of Retailer hereunder.

(e) Retailer shall not sell product outside of the United States and/or Canada. Products sold outside of an authorized retailer's approved country and/or territories voids all warranties and customer support and will lead to the revocation of a dealers authorized reseller status including and not limited to termination of this agreement with RSC.

3. Product Warranties Retailer shall make no performance claims or warranties to purchasers of RSC Retail Products other than those included in the written express end-user warranties of RSC as set forth in RSC-supplied retail packaging or on the petsafe.net, innotek.net, vetventures.com, premier.com, or sportdog.com websites of RSC. RSC makes no other warranties of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

4. Trademark Use & Ownership Retailer acknowledges the exclusive ownership by RSC or its affiliates of all RSC trademarks utilized in connection with the RSC Retail Products, including all marks, names, slogans, labels, logos, and designs used by RSC, whether registered or unregistered (collectively, the "RSC Trademarks"). Retailer does not have and shall not acquire by virtue of this Agreement, any rights in or to any RSC Trademarks. Retailer is not a licensee and may use the RSC Trademarks for the sole purpose of identifying itself as an authorized retailer by depicting the RSC Trademarks in connection with those RSC Retail Products that Retailer is authorized to offer and sell hereunder. All use of RSC Trademarks is subject to the provisions of the IP Rules. Retailer will not do, or cause to be done, directly or indirectly, any act challenging the validity of, or RSC's ownership of, any RSC Trademarks. Retailer shall refrain from utilizing any RSC Trademark (or any confusingly similar trademark) in Retailer's corporate or business name, or in any domain name or email address.

5. Term The term of this Agreement is one year from the date Retailer signs this Agreement. The Agreement shall automatically terminate at the end of the one year term, unless the parties *mutually agree in writing* to extend the term of this Agreement or enter into a new agreement. Retailer acknowledges that RSC shall have no obligation to extend or renew this Agreement following its expiration. The continuation of correspondence, meetings or other dealings following such expiration shall not be considered an extension or renewal of this Agreement. To the extent that RSC accepts an order solicited by Retailer following expiration of this Agreement, the same shall be governed by the terms of this Agreement but such acceptance shall not be considered an extension or renewal of the term of this Agreement.

6. Breach In the event that Retailer violates any term of this Agreement, RSC will have the right to immediately terminate this Agreement. Retailer shall indemnify RSC for any costs or losses experienced by RSC as a result of a breach of this Agreement by Retailer.

7. Termination or Expiration of Agreement Upon termination or expiration of this Agreement for any reason:

(a) All sales and shipments of RSC Retail Products to Retailer will be terminated;

(b) Retailer will immediately remove from all of its websites, web pages and other online sites, and will immediately cease and refrain from using, RSC's Authorized Retailer Logo(s) and all RSC Trademarks, all advertisements for, and images of, RSC Retail Products, all text, images and advertisements provided by RSC,

and any other documents and materials that depict RSC's Authorized Retailer Logo(s), the RSC Trademarks, and/or images of RSC Retail Products; and

(c) Retailer shall remove any links to RSC websites that may appear on Retailer's website(s). RSC will remove all links to Retailer's website(s) that may appear on any RSC websites.

8. Damages Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH ANY MATTERS RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY OTHER ASPECT OF THE BUSINESS RELATIONSHIP OF THE PARTIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY THE OTHER PARTY.

9. Products and Parts Changes. Unless otherwise provided by applicable law, RSC may change the design and/or specifications of any or all RSC Retail Products or parts and may discontinue selling any RSC Retail Products or parts at any time. RSC shall not be liable to Retailer for any damages, whether direct or indirect, incidental, consequential, or otherwise, resulting from any discontinuation of any RSC Retail Product or parts. In the event of changes, RSC shall have no obligation whatsoever to incorporate such changes or similar changes in any RSC Retail Products previously sold by RSC to Retailer.

10. Entire Agreement. This Agreement, including the attachments, embodies the entire agreement between the parties with regard to the subject matter of this Agreement. All prior or contemporaneous written or oral agreements regarding the subject matter hereof are superseded and cancelled by this Agreement. This Agreement may be amended only by a written document executed by authorized officers of both parties. In exchange for RSC entering into this Agreement, Retailer hereby releases RSC from all claims and liabilities whatsoever that Retailer ever had, now has, or may have against RSC by reason of any matter, cause or thing whatsoever, from the beginning of time until the date of this Agreement. This Agreement is binding on the parties hereto and their respective successors and assigns.

11. Other Provisions. This Agreement is entered into in the State of Tennessee. The Agreement will be interpreted, enforced and performed in accordance with the laws of Tennessee. Any dispute arising from this Agreement will be heard exclusively in the state and/or federal courts in Knox County, Tennessee to whose jurisdiction the parties submit. If any term of this Agreement is found to be illegal, invalid or unenforceable, that term will be fully severable from the Agreement, and the remaining terms will remain in full force and effect. Further, in lieu of the illegal, invalid or unenforceable term, there will be added automatically as a part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Name of Authorized Retailer

Radio Systems Corporation

Printed Name of Person Signing for Retailer

Printed Name of Person Signing for RSC

Signature

Signature

Title (if applicable) _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

RETAILER INFORMATION SHEET

Retailer Name: _____

Contact Name: _____

Contact Email Address: _____

Website(s) URLs (list all Retailer web domains where products are to be sold):

Street Address: _____

City: _____

State: _____ Zip Code: _____

Contact Telephone: _____

Suppliers where PetSafe[®], Innotek[®], Drinkwell[®], Premier[®] and/or SportDOG Brand[®] products are purchased by Retailer:

Signature

Date: _____

Retailers that have obtained the express written consent of RSC to sell through an online marketplace or auction website must also complete the item(s) below.

eBay Store Name: _____

eBay User ID: _____

Amazon Marketplace Store Name: _____

Amazon Marketplace User ID: _____

Other Approved Site: _____ and Store Name: _____

User ID for "Other Approved Site": _____

**EXHIBIT B
AUTHORIZED RETAILER PROGRAM RULES
REGARDING TRADEMARK USE, COPYRIGHT MATERIALS & LABELING**

1. The Authorized Retailer Logo to be used by authorized retailers of the PetSafe® line of RSC Retail Products is as follows:



The Authorized Retailer Logo to be used by authorized retailers of the SportDOG Brand® line of RSC Retail Products is as follows:



The Authorized Retailer Logo to be used by authorized retailers of the Drinkwell® line of RSC Retail Products is as follows:



The Authorized Retailer Logo to be used by authorized retailers of the Premier® line of RSC Retail Products is as follows:



The Authorized Retailer Logo to be used by authorized retailers of the Innotek® line of RSC Retail Products is as follows:



Authorized retailers that sell any combination of the PetSafe®, SportDOG Brand®, Drinkwell®, Premier®, or Innotek® lines of RSC Retail Products will display each of the applicable Authorized Retailer Logos shown above.

2. Authorized retailers also may use the following Trademarks of RSC and its affiliates (“RSC Trademarks”) on websites, web pages, and other online listings if they are advertising and offering for sale the RSC Retail Product(s) that bear the RSC Trademark in question:

SportDOG Brand®

ADD-A-BEEPER®
 ADD-A-DOG®
 BEYOND BASIC NUTRITION™
 C9™
 CANINE ATHLETE™
 DRYTEK™
 FIELDTRAINER®
 GEAR THE WAY YOU'D DESIGN IT®
 HOUNDHUNTER®
 LUCKY DOG™
 NOBARK™
 PERFECT BARK®
 PROHUNTER®

REALHAWK®
 ROY GONIA®
 SPORTDOG BRAND®
 SPORTDOG™
 SPORHUNTER®
 STEALTH™
 TEK™
 TRACKER®
 UPLANDBLAZE®
 UPLANDHUNTER®
 WETLANDHUNTER®
 YARDTRAINER™



PetSafe® Brands

ADD-A-DOG®
 ADD-A-PET™
 BARKENDER®
 CINCH-IT®
 CONTAIN 'N' TRAIN®
 COTTAGEVIEW DOG KENNEL™
 E-Z ROOF™
 FENCEMASTER®
 FREEDOM®
 GRANDVIEW DOG KENNEL™
 HEALTHY PET FOOD STATION™
 HEALTHY PET WATER FILTER™
 HEALTHY PET WATER STATION™
 HEATED COMFORT CUSHION™
 HEATED WELLNESS BED™
 HEATED WELLNESS CUSHION™
 HEATED WELLNESS PAD™
 HEATED WELLNESS SLEEPER®
 HY•DRATE™
 IN-GROUND CAT FENCE™
 IN-GROUND FENCE™
 LICKETY STIK®
 THE BEST YEARS OF MY LIFE ARE MEASURED IN DOG YEARS™
 THE BEST YEARS OF YOUR LIFE ARE MEASURED IN DOG YEARS™

MULTIVET®
 PAWZ AWAY®
 PERFECT BARK®
 PET PAGER™
 PETSAFE®
 PROTECT. TEACH. LOVE.™
 RADIO SYSTEMS®
 READYTEST®
 SAFE PETS, HAPPY OWNERS®
 SCATMAT®
 SIMPLY CLEAN®
 SLIMCAT™
 SMARTDOOR™
 SMARTKEY™
 SPRAY COMMANDER™
 SSSCAT®
 STAY + PLAY WIRELESS FENCE®
 STAYWELL®
 SUNBLOCK TOP™
 ULTRASMART®
 UNLEASHED TECHNOLOGY®
 VENTURE SERIES®



protect. teach. love.

Innotek® Brand

A NEW BREED OF TRAINING SOLUTIONS™
 CONTAIN 'N' TRAIN®
 FADE FREE™
 FREE SPIRIT®
 GEAR DOGS RESPECT®
 INNOTEK®
 QUICKER TRAINING. BETTER DOGS.™

PRO BEEPER™
 READYTEST®
 SMART DOG®
 SMART TRAINING™
 TRACK & TRAIN®
 ULTRASMART®
 ZONES®



Premier® Brand

BARKSTOP™
BOUNCY BONE™
BRISTLE BONE®
BUCK HOLLOW™
BUDDY BERRIES™
BUDDY-OHS!™
BUSY BUDDY®
CALMING CAP™
CATNAPZZZZ™
CHOMP IT™
CHUCKLE™
CLIK STIK®
CLIK-R™
COME WITH ME KITTY™
DENTAL BUDDY™
EASY WALK®
EASY WALKER®
EGG-CERSIZER™
FEATHER TETHER®
FERRET FUN 5-IN-ONE!®
FIDO FINERY®
FIDO FLEECE®
FIDO FLOAT®
FIDO'S FAVORITES®
FUNKITTY®
FUNNY BONE™
GENTLE HARNESS™
GENTLE LEADER®
GENTLE SPRAY®
GENTLE TRAINER®
GENTLE WALKER®
GENTLE®
GNAWHIDE®
HI.Q®
HOW SMART IS YOUR DOG?®
KEEPSAFE®
KEEP YOUR PET BUSY WITH GOOD THINGS TO CHEW!®

KIBBLE NIBBLE™
KOOL DOGZ ICE TREAT MAKER™
LEARNING LOOP™
LEXINGTON™
LINKABLES®
LIVER BISCOTTI®
MANNERSMINDER®
PLAYSAFE™
POGO PLUSH™
POGO™
PREMIER PET PRODUCTS®
PREMIER®
PRETTY KITTY®
SK'DADDLE™
SLAP HAPPY™
SMART BOWL®
SOFTOSS™
SPRAY SHIELD®
SPRAYSENSE®
SPRAYSHIELD™
SQUEEZE MEEZE™
SQUIRREL DUDE™
SURE-FIT HARNESS®
TENNIS TAIL®
TENNIS TUG™
THE 10 MINUTE ATTITUDE ADJUSTER®
TOPNOTCH™
TREAT TRAPPER™
TUG-A-JUG™
TWICE AS NICE®
TWIST 'N TREAT™
WAGGLE™
WILD THANGS™
WONDER WALKER®
YOUR PETS, OUR PASSION™



Drinkwell® Brand

ADDITIONAL CAPACITY RESERVIOR PLUS™
ADDITIONAL CAPACITY RESERVIOR™
AQUA GARDEN®
DRINKWELL 360™
DRINKWELL PLATINUM®
DRINKWELL®

HY•DRATE™
HYDRO-GO®
LITTERBUDDY®
SCOOPWELL®
THE ORIGINAL PET FOUNTAIN®



3. Authorized retailers may not use any of the RSC Trademarks in any manner except a purely informational manner to identify the fact that they are authorized retailers and to identify and advertise the particular RSC Retail Product(s) they sell.

All displays of the RSC Trademarks shall be accompanied by the appropriate designation TM or [®]. Authorized retailers may not use any RSC Trademarks, including logos, or any confusingly similar terms, as any part of their company names, business names, trade names, trademarks or service marks for their businesses, and may not use any domain names and/or e-mail addresses that contain, or are confusingly similar to, any RSC Trademarks.

4. Authorized retailers may not alter any RSC Retail Products or any packaging for the products, or remove, efface or obscure any labels or notices on the products or packaging.

5. In the event that RSC objects to the manner in which an authorized retailer uses RSC Trademark(s), or objects to any statements, representations or advertisements concerning RSC or its products made by an authorized retailer, the authorized retailer will immediately cease its objectionable use of such RSC Trademark(s), statements and/or advertisements.

(a) Website(s) owned or operated by an Authorized Retailer must not in any way appear as if it is operated by RSC or its brands (e.g. PetSafe, SportDOG, etc.). This includes, but is not limited to, a website that displays the brand logo in a location that would typically contain the logo of the company operating the website (e.g., in the page header), makes statements such as “Welcome to <brand>”, or copies significant design elements used to market the brand. The most prominent name/brand on the website should be that of the website operator.

(b) Online advertising by an Authorized Retailer must accurately display the URL of the target website. For example, the advertisement cannot show “www.petsafediscountclub.com” and redirect the consumer to another website like “www.acmepetproducts.com”.

(c) Online advertising by an Authorized Retailer cannot represent the Retailer as RSC or its Brands (e.g. PetSafe, SportDOG, etc.) For example, an advertisement containing text such as “PetSafe Online Store” or “SportDOG Factory Outlet” is misleading.

(d) Online advertising by an Authorized Retailer must direct to a webpage that contains only RSC products. In cases where a specific product is targeted or advertised, the landing webpage cannot promote competing products from any company other than RSC.

6. Authorized retailers are prohibited from registering or attempting to register any RSC Trademarks or any confusingly similar marks or names.

7. All use of RSC Trademarks by authorized retailers inures to the benefit of RSC.

8. RSC may allow authorized retailers to use certain RSC advertisements, images and text that are subject to copyright protection in connection with their authorized resale of RSC Retail Products. Authorized retailers may not alter any such advertisements, images or text in any way.

9. These Authorized Retailer Program Rules Regarding Trademark Use, Copyright Materials & Labeling may be modified by RSC from time to time at RSC’s sole discretion.

10. Retailer acknowledges that INVISIBLE FENCE[®] is a federally registered trademark of Invisible Fence, Inc. a subsidiary of Radio Systems Corporation. Retailer is not granted the right to use the INVISIBLE FENCE[®] trademark under this Agreement, and agrees that it will not use the INVISIBLE FENCE[®] trademark, except as expressly provided below. Retailer expressly acknowledges the validity of the INVISIBLE FENCE[®] trademark, agrees that all use thereof by Retailer inures to the benefit Invisible Fence, Inc., agrees to refrain from using the INVISIBLE FENCE[®] trademark as a noun or in a descriptive manner, and acknowledges that any such use, or any other type of unauthorized use, of the INVISIBLE FENCE[®] trademark will infringe the valuable rights of Invisible Fence, Inc. in the INVISIBLE FENCE[®] trademark. Invisible Fence, Inc. agrees that Retailer is permitted, but not required, during the term of this Agreement to use the following statement in advertising materials for the RSC Retail Products that Retailer is permitted to sell under this Agreement.

INVISIBLE FENCE[®] is a federally registered trademark of Invisible Fence, Inc.

When completed please e-mail to RStrock@petsafe.net or fax to (260) 627-7458.