

## PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. Professional Services. These standard terms and conditions “Terms” apply to all Terms whereby Covetrus, Inc., or any affiliate of Covetrus, Inc. (collectively, “Covetrus”) provides professional services to a customer (“Customer”).
2. Confidential Information. For purposes of these Terms, “Information” means any business or technical information, whether or not stored in any medium, relating to a Party’s business (or that of its affiliated companies, suppliers and customers), including without limitation equipment, software, designs, processes, feedback, samples, technology, technical information, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating existing, previous and potential suppliers, customers, contracts, products and services, inventions, unreleased software applications, methodologies and other know-how, drawings, photographs, models, mock-ups, design and performance specifications, production volumes, and production schedules, that is communicated to, learned of, developed or otherwise acquired by a Party in the course of Covetrus’ provision of Services or Vet’s receipt of the Services under these Terms. Information may include Personal Information or Insider Information. “Personal Information” means information regarding a Party’s employees, employment applicants, independent contractors, consumers, customers, or investors, as defined by applicable law in the jurisdictions in which the Party conducts business. “Insider Information” means material, non-public insider information. The Parties acknowledge that this relationship is one of high trust and confidence and that in the course of Covetrus’ service to Vet, the Parties will have access to and contact with Information. The Parties shall use Information only for the purpose of, and pursuant to the scope of these Terms. The Parties agree to restrict access to Information to those of its respective employees, affiliates, professional advisors and agents whom it reasonably determines have a need to know such information and who are subject to written confidentiality obligations at least comparable to those contained in these Terms or to client confidentiality obligations, for use solely for the purposes described in this Section. A Party shall immediately notify the other Party of any unauthorized access to, or possession, use or knowledge of, the Information, and shall assist in investigating or preventing the recurrence of any unauthorized possession, use or knowledge. The Parties shall protect disclosed Information by using the same degree of care, but not less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of Information as the Party uses to protect its own confidential information of a like nature. Without limiting the foregoing, the Parties represent that they will comply with all laws, rules and regulations applicable to their performance hereunder, including but not limited to those related to data privacy and the security, handling, use and disclosure of any Personal Information or Insider Information. Each Party remains responsible at all times for compliance with these Terms by its respective employees, affiliates, professional advisors and agents. The Parties shall return or destroy (and certify that it has done so), all documents containing Information immediately at the other Party’s written request, except that legal counsel may retain one copy for ensuring compliance with these Terms. These Terms imposes no obligation with respect to Information which: (a) was in a Party’s possession before receipt from the other Party as evidenced by written records; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received from a third party without a duty of confidentiality on the third party; or (d) is independently developed as evidenced by written documents. If a Party is required by law, or requested by a court or administrative body, to disclose any of the other Party’s Information, it agrees to give the other Party prior written notice of such requirement or request prior to disclosing such Information so that the other Party may seek a protective order or other appropriate relief.
3. Independent Contractors. Each Party shall at all times be deemed to be an independent contractor of the other Party, except as otherwise provided for herein.
4. Term and Termination. These Terms commences as of the Effective Date and continues thereafter until the completion of the Services under all SOWs, unless sooner terminated pursuant to this Section (the “Term”). These Terms may be terminated on written notice: (i) by Covetrus, if Customer fails to pay

any reasonably undisputed amount when due hereunder and such failure continues for ten (10) days after Vet’s receipt of written notice of nonpayment; or (ii) by either Party, if the other Party breaches any material provision of these Terms and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within ten (10) days after the breaching Party’s receipt of written notice of such breach; or (iii) by either Party, if the other Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; or (iii) by either Party upon written notice to the other Party if a Force Majeure Event affecting the other Party continues for more than thirty (30) days. The expiration or termination expiration of these Terms for any reason does not relieve either Party from any obligations hereunder, including obligations relating to any breach hereof, arising prior to expiration or termination, or that comes into effect due to the expiration or termination of these Terms, or that otherwise survives expiration or termination of these Terms. The rights provided in this Section are in addition to any and all rights and remedies available at law or in equity.

5. Indemnification. Each Party (as “Indemnitor”) shall indemnify, hold harmless, and defend the other Parties and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, as “Indemnitee”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, that are incurred by Indemnitee (collectively, “Losses”), arising out of any claim (by a third party or directly by Vet) alleging (a) breach or non-fulfillment by Indemnitor of any representation, warranty or covenant in these Terms or an SOW; or (b) any negligent or more culpable act or omission of Indemnitor or its employees or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under these Terms or an SOW; or (c) any bodily injury, death of any person or animal or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnitor or its employees or agents (including any reckless or willful misconduct); or (d) solely in the case of Covetrus as Indemnitor, that a Service infringes a patent or other third party intellectual property rights.
6. Exclusion of Damages. EXCEPT FOR LIABILITY FOR INDEMNIFICATION FOR THIRD-PARTY CLAIMS, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF ANY BREACH OF THESE TERMS OR AN SOW, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE OTHER PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE OTHER PARTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
7. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF EITHER PARTY AND/OR ITS AFFILIATES UNDER THESE TERMS, OR ARISING OUT OF THE SERVICES PROVIDED BY COVETRUS UNDER THESE TERMS, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STATURORY DUTY OR ANY OTHER CLAIM, EXCEPT FOR LIABILITY FOR INDEMNIFICATION FOR THIRD-PARTY CLAIMS, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO COVETRUS UNDER THESE TERMS OR ANY SOW OF THE TERMS, IN THE PRECEDING TWELVE (12) MONTHS PRECEDING THE INCIDENT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION SHALL APPLY ON A CUMULATIVE BASIS RATHER THAN PER INCIDENT. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER SUCH PERSONS WERE

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER THE LIMITED REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

8. Insurance. Both Parties have and shall maintain throughout the Term, insurance coverage which is customary, appropriate and commercially reasonable for the Party's type of business.
9. Non-solicitation of Employees. Each Party agrees that, during the Term and for one year thereafter, it shall not make any solicitation to employ the other Party's employees or independent contractors without written consent of the other Party to be given or withheld in its sole discretion. For the purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this Section.
10. Governing Law. These Terms and the transactions covered hereby, and all disputes between the Parties arising out of or in connection with these Terms or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by the substantive laws of the State of Delaware, USA, without giving effect to any conflict or choice of law provision or rule.
11. Attorneys' Fees. If a Party institutes any legal suit, action or other proceeding against the other Party arising out of or relating to these Terms, the prevailing Party in the proceeding is entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the proceeding, including actual attorneys' fees and expenses and court costs.
12. Entire Terms. These Terms, together with any schedules, exhibits and attachments hereto, constitutes the entire Terms between the Parties with respect to its subject matter and supersedes all prior Terms and negotiations relating to its subject matter. Any schedules, exhibits or attachments to these Terms or referred to in these Terms are an integral part of these Terms.
13. Assignment and Subcontracting. Neither Party may assign any of its rights or obligations under these Terms without the prior written consent of the other Party, except to an affiliate, or to any person or entity that acquires all or substantially all of the Party's assets or business, provided that any such successor or assignee agrees to perform and assume the Party's duties under these Terms.
14. Public Announcements. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no Party may make any public announcement in respect of these Terms or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party, and the Parties shall cooperate as to the timing and contents of any such announcement.
15. Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under these Terms due to any cause which is beyond the non-performing Party's reasonable control and is not the non-performing Party's fault (including without limitation any act of God or nature, war, insurrection, terrorist attack, epidemic, strike, failure of public utilities, or shortage of transportation) (a "Force Majeure Event"), and the non-performing Party uses reasonable efforts to avoid such occurrence and minimize its duration and gives prompt written notice to the other Party, then the non-performing Party's performance is excused and the time for performance extended for the period of delay or inability to perform due to such event.
16. Severability. If any provision of these Terms are held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.
17. Waiver. No waiver by a Party of any provision of these Terms are effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. Cumulative Remedies. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
19. Equitable Remedies. The Parties acknowledge that any breach or threatened breach of the provisions of Section 6 (Confidential Information) could result in serious and irreparable injury to the other Party for which the disclosing Party cannot be adequately compensated by monetary damages alone. Each Party agrees, therefore, that in the event of a such a breach or threatened breach by such Party, in addition to any other remedy it may have, the other Party shall be entitled to specific performance of such provisions of these Terms and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.
20. Headings. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.
21. Modification. No modification of these Terms are effective unless it is in writing, identified as a modification of these Terms and signed by an authorized representative of each Party.
22. Successors and Assigns. These Terms are binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.