

Dear Retailer:

We are delighted that you are interested in becoming a dealer of Dogtra Company's products.

Dogtra is a market leader in cutting-edge and high quality electronic training collars and other pet products. We strive for the very best in product performance, product availability, customer satisfaction, and after-purchase service. Dogtra offers our dealers competitive pricing on products as well as excellent service and our commitment to develop the best e-collars and pet products in the industry.

Enclosed are the following:

- Dealer Application
- Terms & Conditions
- MAP Policy
- UPC Code Sheet
- Price List

Please complete and return the Dealer Application to Dogtra by mail or email at the below address. To qualify as a dealer, you must (i) submit an introductory order of \$1,000.00 or more, and (ii) order \$2,000.00 or more in products on a yearly basis. New dealers will be placed on credit card terms.

After submission of your Dealer Application, we will notify you about whether your Application has been accepted or whether further information is required. Please contact us if you have any questions. We look forward to you becoming a Dogtra dealer.

Best regards,

Dogtra Company

Dogtra Company
22912 Lockness Avenue
Torrance, CA 90501
Tel: 888-811-9111
Tel: 310-534-0101
Fax: 310-534-9111
Email: info@dogtra.com

DEALER TERMS & CONDITIONS

General Terms

APPROVED DEALERS

Dogtra sells wholesale only to approved dealers (“Dealer” or “Dealers”). Dogtra will review and, at its sole discretion, approve or deny submitted Dealer Applications. Upon approval, an individual or company will be registered with Dogtra as an approved dealer. Approved dealers may not pass on their registration rights to any other entity without first notifying and obtaining Dogtra’s approval.

PAYMENT TERMS

Dogtra accepts business checks or VISA, Master Card, and American Express. First-time dealers must pay for their orders by credit card before their order ships. Credit is available with the submission of a credit application and approval from Dogtra. 1.5% per month will be added to all past due accounts.

PURCHASE ORDERS

By Mail

22912 Lockness Ave.
Torrance, CA 90501

Phone

888-811-9111
310-534-0101
8 am to 4:30 pm (PST)
Monday to Friday

Fax

310-534-9111
24 hours daily

Email

orders@dogtra.com

RETURNS

To return merchandise, contact Dogtra for authorization and a Return Merchandise Authorization Number (RMA#). Returned merchandise will not be accepted without prior authorization and a RMA#. Dogtra will provide the destination for the return when the RMA# is issued. Returns will not be accepted at any other location. Returns must be accompanied by the issued RMA#, proof of purchase, original packaging and complete content to qualify for a refund. Refunds are limited to the Dealer's cost of the product, excluding any freight or other add-on charges.

RESTOCKING FEE

A 15% restocking fee will apply for any returns, within 30 days of purchase, that qualify as overstock or purchase-error returns. A 30% restocking fee will apply for any such returns after 30 days of purchase.

FREIGHT

Freight charges will be added to each invoice and paid by the Dealer. Freight associated with returned products must be prepaid by the Dealer. Pallet-size orders will be shipped via UPS ground unless otherwise negotiated with the Dealer. Dealers may designate the method of freight for smaller than pallet-size shipments.

DEALER PERFORMANCE REVIEW

Dogtra may conduct periodic reviews of a Dealer's performance, including sales activity, customer service, payment history, customer feedback, and other relevant activity. Dogtra, at its sole discretion, may continue or discontinue sales to Dealer depending on the Dealer's performance.

CONFIDENTIALITY

All non-public information exchanged between Dogtra and Dealer, such as Dogtra's wholesale prices or Dealer's private information, is confidential and shall not be shared with any other entities other than the authorized agents, legal, or financial representatives of Dogtra or Dealer.

BUSINESS RELATIONSHIP

Either Dogtra or a Dealer may end their business relationship at any time, with or without notice, to the other party. However, Dealer will remain responsible for any payments due to Dogtra.

Product Identification & Records

Dogtra requires Dealer to identify products purchased from Dogtra by either Dogtra's product serial number or an identification method of Dealer's choosing (collectively "Product ID"). Do not use the UPC number to identify products. Dealer is further required to keep records of its sales transactions, so that buyers, their purchases, and purchase dates can be identified by Product ID. This identification and record keeping will assist both Dealer and Dogtra when, for example, buyers seek product refunds or customer service. Upon request from Dogtra, Dealer must provide Product ID-related information for sales transactions. Failure to do so may result in termination of the business relationship between Dogtra and Dealer.

Manufacturer's Warranty & Guarantee

LIMITED WARRANTY

Dogtra products come with a manufacturer's limited warranty. The length of the warranty varies by product model. Dogtra warrants that its products will be free from defects in material and workmanship for the period specified in the product manual of a particular model. This limited warranty is subject to the condition that any defect occurs under normal conditions of use and maintenance and that Dogtra receives prompt written notice of the discovery of the defect within the limited warranty period.

30 DAY MONEY-BACK GUARANTEE FOR DAMAGED OR DEFECTIVE PRODUCTS

Dogtra will refund Dealer the full purchase price of any damaged or defective Dogtra product if Dealer returns the product (i) within 30 days of Dealer's purchase or (ii) within 30 days of consumer's (end-user's) purchase. Returns from consumers must be accompanied by proof of purchase, including the purchase date, by the consumer. To receive a refund, the product must be free from damage or defects due to physical abuse or misuse. Freight associated with returned products must be prepaid by Dealer.

***DEALER IS ADVISED TO CHECK FOR ANY DAMAGE OR DEFECTS TO PRODUCTS WITHIN 30 DAYS OF PURCHASE

DEALER WARRANTIES OR GUARANTEES

Any additional warranties or guarantees, other than those listed above, are at the sole discretion of Dealer. Any costs associated with such additional warranties or guarantees are borne solely by Dealer.

Advertising Support

LOGO ARTWORK

If Dealer uses Dogtra's logo in advertising, Dealer must use the latest Dogtra logo artwork, as provided in the below Limited Image Release. For the latest logo artwork, please see:

<https://app.box.com/s/3757dc0a642ec808ccaa>

PRODUCT SPECIFICATIONS

Each line of Dogtra products has product specifications that are available upon request.

Limited Image Release

Dogtra and iQ Pet grants Dealer a limited license to use certain Dogtra and iQ Pet photographs, logos, and/or other images (collectively "Images") subject to this release. Dogtra and iQ Pet, at its sole discretion, will provide images authorized for limited use to the dealer. The images may be used only in compliance with the following terms. Use of the images constitutes agreement to these terms.

The dealer may use the images only to advertise or sell Dogtra and iQ Pet's products. The images may not, under any circumstance, be used:

- to advertise or sell any other company's products;
- in any way that suggests an association between Dogtra and/or iQ Pet with another company;
- in any advertisement or promotion that is in violation of Dogtra and iQ Pet's minimum advertised price policy;
- in any way that denigrates or tarnishes Dogtra and iQ Pet, its trademarks, or its products; or
- in any unlawful manner.

Use of the images obligates the dealer to indemnify, defend, and hold Dogtra and iQ Pet harmless against any claims or liability arising from such use. This license is unilaterally revocable Dogtra and iQ Pet at any time and for any reason. If Dogtra and iQ Pet give notice that use of the images is inappropriate or unacceptable, such use must immediately cease at the dealer's own cost.

By using the images, the dealer consents to injunctive or any other relief to prevent any further breach of these terms or use of the images. This release is governed by the State of California laws and the prevailing party in any action to enforce these terms shall recover its attorney's fees and costs. Dogtra and iQ Pet reserve the right to unilaterally modify the terms of this release and the images available to the dealer, at any time and for any reason.

Customer Questions

Any questions related to Dogtra's above Terms and Conditions may be directed to:

Dogtra Company
22912 Lockness Avenue
Torrance, CA 90501
Tel: 888-811-9111
Tel: 310- 534-0101
Fax: 310-534-9111
Email: info@dogtra.com

MINIMUM ADVERTISED PRICE POLICY

Dogtra Company (“Dogtra”) has unilaterally adopted this Minimum Advertised Price (“MAP”) Policy which shall apply to dealers, distributors and resellers (collectively “Dealers”) who sell, in the United States, Dogtra-branded products identified in the attached Dogtra Price List. Dogtra has implemented this MAP Policy to preserve its brand identity in connection with premium dog training products and to avoid depreciation of, or damage to, the trademarks, brands or trade names under which its products are advertised. It is important to the success of Dogtra that its Dogtra-branded products are sold with exemplary quality of service by its Dealers.

MAP Policy Coverage. The current listing of Dogtra products and the applicable minimum advertised prices are provided on the Dogtra Price List. The Dogtra Price List may be changed or amended by Dogtra at its sole discretion at any time, in which case Dogtra will provide Dealers with the amended Dogtra Price List along with its effective date. This MAP Policy applies to all forms of advertisements in any and all media distributed to the general public, including print advertisements, mailings, catalogs, displays at consumer exhibitions and shows, television and radio commercials, Internet or electronic advertisements and web sites. Internet auctions may not display a price associated with the Dogtra product that is below its minimum advertised price. The MAP Policy does not apply to any in-store material that is not distributed to the public, such as in-store displays, point-of-sale signs, hangtags, barcodes or other similar marks on the products, or product packaging that indicate the actual sales price at which the product is offered.

This MAP Policy applies only to advertised prices and does not apply to the actual price at which Dogtra products are sold. While each Dealer is free to sell Dogtra products at any price it chooses, Dealer may not advertise, publish or cause to be published, the actual sales price for a Dogtra product if the actual sales price is below the minimum advertised price, as specified by the Dogtra Price List. Moreover, Dealers may not advertise discounts if it has the effect of advertising a product covered under the MAP Policy for a price below the price as set forth in the Dogtra Price List.

MAP Discount Period. Dealers may advertise Dogtra product prices below MAP during the following two week period: starting the Sunday before Thanksgiving and ending the second Saturday after Thanksgiving.

Violations of MAP Policy. If Dogtra, in its sole discretion, determines that a Dealer has advertised a Dogtra product at a price below the price set forth in the then-current Dogtra Price List, Dogtra will cancel all pending orders with the Dealer and refuse to accept any new orders from the Dealer, until such time that Dogtra, in its sole and independent discretion, determines that the Dealer is no longer in violation of the MAP Policy. Dogtra will independently investigate Dealer violations of the MAP Policy and Dogtra will make its decisions regarding such violations unilaterally. As a result, Dogtra will not accept, under any circumstance, any communication or assurance of compliance from its Dealers relating to any aspect of the MAP Policy. Moreover, Dogtra does not wish to receive any questions or comments from one Dealer about the activities of any other Dealer which may be in violation of this MAP Policy.

Policy Modifications. Dogtra reserves the right at any time to modify, suspend, or discontinue this MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods for time during which the policy is not applicable.

Unilateral Action. Dogtra is not seeking agreement from a Dealer to adhere to this MAP Policy. It is entirely within the discretion of the Dealer whether or not to comply.

Questions regarding MAP Policy. All questions or comments regarding this MAP Policy are to be directed to the MAP Policy Administrator at map@dogtra.com. No Dogtra representative or employee, other than the MAP Policy Administrator, has the authority to discuss, modify or alter this MAP Policy. Any comments to the contrary by a Dogtra representative or employee are expressly unauthorized and disclaimed by Dogtra.

Quickstart Dealer Application

To become an authorized dealer of Dogtra products, please complete and return this Dealer Application. Dogtra will review and, at its sole discretion, approve or deny the submitted application. We are looking forward to you becoming an approved Dogtra Dealer.

*****PLEASE REVIEW THE DEALER TERMS AND CONDITIONS AND MAP POLICY BEFORE SUBMITTING YOUR DEALER APPLICATION*****

Business Information

Business Name _____ Year Established _____

Owner's Name(s) _____

Business Address _____
STREET CITY STATE ZIP CODE

Phone Number () _____ FAX Number () _____

E-Mail Address _____ Store Hours _____

Type of Business: _____
(Distributor, online retailer, brick and mortar retailer, K9 trainer, dog trainer/kennel, or individual dealer)

Type of customers: _____
(Pet dog, hunting dog, K-9 Police, or military dog)

Officers: President _____ Vice-President _____

Secretary _____ Treasurer _____

Authorized Buyers _____

Please enclose copies of your Resale and/or sales and Use Tax Permit/License

Credit Card Information

Credit Card Number _____
(Only Visa, MasterCard, or American Express)

Expiration Date _____

Name on Card _____

I HEREBY ATTEST THAT THE ABOVE INFORMATION CONTAINED IN THE DEALER APPLICATION IS TRUE AND CORRECT, AND I AGREE TO THE DEALER TERMS AND CONDITIONS, MAP POLICY, AND OTHER REQUIREMENTS OF BECOMING AN APPROVED DOGTRA DEALER AND MAINTAINING MY AUTHORIZATION AS A DOGTRA DEALER.

Signature _____ Date _____

Print Name _____ Position _____