

PREFERRED PARTNER AGREEMENT

This Preferred Partner Agreement (“Agreement”), dated as of August 30, 2024, is made by and between GlobalVetLink, L.C., an Iowa limited liability company (“GVL”) with a mailing address of 2604 Northridge Parkway, Ames, Iowa 50010, and Equine Purchasing and Inventory Company LLC, (“EPIC”) a Texas LLC having its principal place of business at 20069 N US Hwy 281, Stephenville, TX 76401.

RECITALS

WHEREAS, GVL is in the business of providing certain online web-based software and programs (“Products”), which assist and facilitate issuance, fulfillment, authorization, validation, and certification of online web-based certificates of veterinary inspection, veterinary feed directives, prescriptions, and other animal health certificates (the “Certificates”)

WHEREAS, EPIC is comprised of over 140 clinics located in the United States.

WHEREAS, GVL desires to provide certain discounts of subscription fees for the Products and Certificates to the licensed veterinarians who are members of EPIC and certify, validate, and represent as such to GVL by duly completing an authentication process or procedure required by GVL and EPIC (a “EPIC Member”); and

WHEREAS, EPIC agrees to designate GVL as a “EPIC Preferred Partner” and assist in the marketing and promotion of the Products and Certificates to EPIC Members.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, GVL and EPIC agree as follows:

Term of Agreement

The initial term of this Agreement shall run from September 1, 2024 through August 31, 2025 (the “Initial Term”). Unless terminated as provided herein, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”) at the end of each then current term unless either party notifies the other of its intent to not renew this Agreement in writing at least 60 days prior to the commencement of any Renewal Term.

Termination of Agreement

Either party may terminate this Agreement without cause upon 120 days written notice; provided, however, that in the event a party hereto shall fail to perform or observe any term, covenant, or agreement contained in this Agreement, the non-defaulting party may immediately terminate this Agreement by a written notice and may exercise all other rights and remedies afforded to such party under this Agreement or under applicable laws or in equity.

Pricing

During the Initial Term, GVL will apply special fee rates for the Products and Certificates to EPIC Members as set forth in Exhibit A attached hereto. The special fee rates shall be applicable to all

EPIC Members regardless of whether they are already current customers of GVL, unless such EPIC Member is a current customer of GVL under its own contract and chooses to stay under that contract. During any Renewal Term, a revised price reasonably determined by GVL may be reflected in its fee schedule components; provided however that GVL shall have provided EPIC with written notice of at least sixty (60) days prior to a renewal date of any year.

Marketing

EPIC shall develop a proactive communication plan to promote the Products and Certificates to EPIC Members (the "Promotion Plan") and submit the same to GVL no later than ten (10) days after the execution of this Agreement by both parties for GVL's review and approval. At all times during the Initial Term and each Renewal Term, EPIC shall immediately implement the Promotion Plan, take all actions required thereunder, and otherwise do and take any and all actions reasonably deemed by GVL to be necessary for the promotion of the Products and Certificates to EPIC Members on a timely and best-efforts basis. Without limiting the generality of the foregoing, EPIC shall cause, ensure, and assure, for the benefit of GVL, that: (a) EPIC's promotion and endorsement of the Products and Certificates, together with the availability of special pricing as provided herein shall be made apparent, noticeable, visible, and available on all websites and internet pages of EPIC; (b) the Products and Certificates shall be tagged, labeled, and promoted as EPIC preferred; (c) any and all marketing, promotional, advertisement, and other communications and correspondences concerning the Products and Certificates shall be timely and efficiently directed and delivered to EPIC Members; and (d) GVL will have access to the EPIC Member roster (which shall be always up-to-date). EPIC shall, upon request by GVL, host and/or participate in regular meetings with GVL for the assessment of progress and identification of opportunities. GVL will provide EPIC with marketing materials for the Products and Certificates necessary to populate the EPIC website and promote the Products and Certificates. EPIC acknowledges and agrees that the goodwill and business reputation of GVL and its products, services, and personnel constitute valuable assets of GVL and accordingly, EPIC agrees that it will not market, represent, or refer to GVL or its products, services, or personnel in any manner that disparages, harms, or otherwise detracts from the goodwill or business reputation of GVL or its products, services or personnel.

Representations and Warranties of EPIC

EPIC is a corporation duly incorporated, validly existing and in current status under the laws of the state where it is incorporated and registered to do business and is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would have a material adverse effect on its financial condition or operations. EPIC has the power and authority to execute, deliver, and perform its obligations under this Agreement. This Agreement is legal, valid and binding obligations of EPIC enforceable against EPIC in accordance with their respective terms. Nothing contained or contemplated herein shall cause EPIC or any other person, including, without limitation, any EPIC Member, to violate or breach any agreement, arrangement, contract, bylaws, or organizational documents in which EPIC or such person is a party or direct or indirect beneficiary.

Limitation of Liability

All sales of the Products and Certificates to EPIC Members shall be made subject to GVL's terms and conditions, and payment therefor shall be transacted by GVL directly with the individual EPIC Members purchasing the Products and Certificates. EPIC assumes no liability or responsibility for the collection of EPIC Member payments. IN NO EVENT SHALL GVL BE LIABLE OR HELD LIABLE OR RESPONSIBLE TO OR IN FAVOR OF EPIC FOR ANY LOSS, EXPENSE, DAMAGE, CLAIM, LIABILITY, OR CAUSE OF ACTION FOR, UPON, BY REASON OF, ARISING OUT OF, IN WHOLE OR IN PART, THE PROVISION OR PERFORMANCE OF THE PRODUCTS OR CERTIFICATES PROVIDED TO ANY EPIC MEMBER. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF FORESEEABLE OR IF A PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY AND IN ALL CASES HOWEVER CAUSED AND WHETHER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE.

Confidentiality

Each party agrees that, during the term of this Agreement and for a period of two (2) years after termination of this Agreement, it will keep confidential all information relating to this Agreement including, without limitation, member lists, GVL price lists or information, product information and the sales made hereunder, and any and all other confidential information of either party. The recipient of confidential information shall not disclose any such information to any third party not involved in administering or servicing this Agreement without the prior written consent of the discloser. This obligation of confidentiality shall not apply to information that has become generally available to the public other than through a violation of the confidentiality obligation, or has been received from a third party under no obligations of confidentiality with respect to such information.

Indemnification

EPIC shall indemnify fully and hold GVL harmless from any and all claims, losses, damages, liabilities, costs, and expenses, including but not limited to all court costs, reasonable attorneys' fees and payments pursuant to settlements, actions, causes of action, suits, and administrative proceedings, of any nature whatsoever, brought by any person, including, without limitation any EPIC Member, due to, caused by, arising out of, resulting from, or relating to: (a) any misrepresentation by EPIC leading to or in conjunction with entering into this Agreement; (b) any failure to perform or observe or any breach of any term, covenant, agreement contained in this Agreement; and (c) any dispute between EPIC and any EPIC Member.

Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of Iowa, without giving effect to any choice of law or conflict of law provisions.

Assignment

Neither party may assign this Agreement without the written approval of the other party, such consent not to be unreasonably withheld or delayed; except that GVL may assign this Agreement

in whole or in part to any affiliate or to any third party that acquires all or substantially all of such GVL’s business or assets that relate to this Agreement without such consent.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute an original agreement, and all of which shall constitute a single agreement. A facsimile or electronically transmitted signature shall be considered the same as an original signature.

Independent Contractors

It is understood that both parties hereto are independent contractors and engage in the operation of their respective businesses. Neither party is considered an agent of the other party, and neither party has any authority to enter into any contract, assume any obligation, or to make any warranty or representation for the other party. Each party shall be fully responsible for its own employees, servants and agents.

Entire Agreement

This Agreement and the Exhibits hereto contain the entire agreement between the parties and supersede any prior agreements, negotiations, commitments or understanding. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, this Preferred partner Agreement has been duly executed and delivered by the authorized officers of the parties hereto, to be effective as of the Effective Date.

Partner: Equine Purchasing and Inventory Company LLC

GlobalVetLink, L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

The below Options A and B will be available to EPIC Practices during the Initial Term.

Option A: Subscription pricing with discounted certificate fee:

Product	Pricing Effective 9/1/24 – 8/31/2025
Monthly Subscription Fee	\$20.00
CVI, EIA, VFD	\$8.25
EECVI	\$29.00
International Health Certificate Level 2*	\$112.00
International Health Certificate Level 1*	\$34.00
Hawaii Health Certificate	\$112.00
Rabies	\$3.00
Scripts	\$1.00
For Sale	\$7.00

Not to be combined with any other GVL promotions. State taxes will be adjusted as required.

Option B: Pay as you go pricing with no monthly subscription fee:

Discounted pricing for per certificate creation with no subscription fee is available as follows:

Product	Pricing Effective 9/1/24 – 8/31/2025
Monthly Subscription Fee	\$0
CVI, EIA, VFD	\$21.75
EECVI	\$41.00
International Health Certificate Level 2*	\$138.00
International Health Certificate Level 1*	\$42.00
Hawaii Health Certificate	\$138.00
Rabies	\$5.50
Scripts	\$3.00
For Sale	\$10.00

Not to be combined with any other GVL promotions. State taxes will be adjusted as required.

*Destinations currently designated “Level 1” and Destinations currently designated “Level 2” are published at the following web address: <https://www.globalvetlink.com/compliance/international-health-certificates/>