



Embark Veterinary Breed Club Partnership Program Agreement

Introduction

Embark Veterinary (“Embark Vet” or “Embark”) is the industry-leading canine genetics company serving breeders, veterinarians, and pet owners. Embark’s DNA testing products assess over 220,000 genetic markers to offer the most accurate and comprehensive results on the market today. Embark is committed to advancing canine research and making genetic discoveries that advance the health of dogs, and which bring the company closer to achieving its mission of helping dogs live longer and healthier lives.

Embark strongly values its partners and is committed to supporting their overall success. For breed-focused organizations, this means working toward the long term health and wellbeing of breed populations and helping all related stakeholders understand and utilize genetics in the support of these goals.

Embark’s Breed Club Program provides unique programs and services that organizations can use to communicate, educate, and engage breeders and pet owners about the importance of applying genetic health testing to breeding best practices and overall canine welfare. This includes expert educational content across a variety of mediums, event support, and other benefits.

This agreement defines the terms and conditions by which International Wandsprite Club (“Partner”) and Embark shall work together.

Program Benefits to Partners

Embark is pleased to partner with International Wandsprite Club. By entering into this partnership, Embark will provide Partner with the following program benefits:

Dedicated Embark Point of Contact:

Partner shall have a designated account manager from Embark who will be the primary point of contact for Partner. The account manager will serve to identify and leverage relevant Embark resources as needed to answer questions, act upon requests, and support Partner’s goals. This may include providing Partner with access to Embark’s research scientists, Veterinary Geneticists, and other experts as needed.

The account manager will support Partner in leveraging the various resources made available in this agreement. Partner shall identify a primary point of contact to serve as liaison for its organization and members. Partner shall work with its designated account manager to determine the appropriate cadence for communications throughout the calendar year.

Rebate Incentive Program

Embark’s rebate program (“Affiliate Program”) is a valuable opportunity to earn significant funding from Embark through the use of Embark testing by Partner’s members.

By participating in the Affiliate Program, Partner will receive a proprietary link (“Affiliate Link”) that can be used to purchase Embark for Breeders Dog DNA Kits, and use any and all available promotional pricing and discount offers that may be applicable to those purchases. Partner will earn commission on all purchases made through the Affiliate Link.

- Participation in the Affiliate Program is subject to certain additional terms and conditions. See [here](#) for more information
- As of the time of this agreement, Partner shall earn 10% rebate on the Embark for Breeders Dog DNA Kit products
- Partner and its members may also receive additional discounts on Embark DNA Test products
- For the avoidance of doubt, rebates are only earned on purchases made through the Partner's designated Affiliate Link

Partner's account manager is available to support onboarding and ongoing participation in the Affiliate Program.

Expert Content related to Canine Genetics & Breeding Programs

Embark's Breed Club Partnership Program is designed to educate and empower partner organizations to utilize genetic health to inform responsible breeding decisions. Embark shall provide various content to Partner for distribution to its members and other stakeholders in support of this goal. Embark content may include some or all of the following:

- Information about genetic health issues and trends specifically relevant to Partner's breed
- Summary breed population statistics and related data if and when available
- Expert guidance about how to interpret genetic test results to inform breeding decisions and other individual breeding program management applications
- Case studies and examples of breeder success stories
- Announcements and updates about scientific discoveries and research related to canine health in general
- When possible, may include opportunities to participate in or support research initiatives when opportunities arise

Event Support:

Embark shall be invited to sponsor any and all Partner events for which Partner seeks outside sponsorship. Embark shall not be obligated to support any given event, however Embark strives to provide support whenever possible and which may vary on a case by case basis.

Embark event support may include:

- Donated Embark for Breeders testing kits for raffle or giveaways
- Offer limited-time discounts related to the event
- Monetary donations or contributions
- Other physical items such as educational collateral, giveaways, etc.
- Physical attendance by Embark representative
- Remote participation via educational lectures, presentations, etc.

Partner shall notify Embark about upcoming events with as much advance notice as possible. Embark shall inform Partner whether it will support the given event and if so work collaboratively to execute all event related activities.

Access to Research:

Embark is committed to advancing canine research and making genetic discoveries that advance the health of dogs. Embark frequently conducts its own proprietary research related to canine genetic health as well as collaborates with external researchers. When relevant opportunities arise, and at the sole discretion of Embark, Embark shall invite Partner to participate and/or benefit from the given activity. These research-related activities may include:

- Invitations to participate in sample recruitment to support the development of new genetic tests for genetic health conditions, traits, and other research.
- Surveys conducted by Embark relevant to Partner's breed and/or other topics of interest to Partner. When possible, Embark may invite Partner to participate in data collection and/or share the results of surveys and other analyses with Partner.
- Partner input to Embark research planning process. Embark may at times seek input from Partner to identify research areas of interest and to provide other guidance to inform Embark's ongoing prioritization of research initiatives.

Embark may offer special discounts and other benefits to incentivize and/or reward Partner and its members for supporting research initiatives. Partner shall also have the ability to submit research recommendations to Embark. These shall be submitted to Partner's account manager or other designated contact. Requests will be reviewed and acted upon at Embark's discretion.

Partner Responsibilities

As part of participating in this Breed Club Partnership Program, Partner agrees to the following:

Communication Activities

Partner shall at a minimum utilize the following communication channels and activities to promote the existence of this partnership and distribute content about Embark to its members and other stakeholders.

Embark shall provide written content, graphics, and/or other content to Partner to facilitate these communication activities. Partner is encouraged to utilize additional communications at its discretion and to generate its own content about its partnership with Embark. For all Partner-created content, see requirements pertaining to their use in below section of this agreement: "Right to Review in Advance use of Embark-related Content and Trademarks."

- *Partner website*
 - Written content about partnership and benefits to members of using Embark
 - Embark logo(s) and (optional) other graphic content provided by Embark
 - Website content should be in place within 30 days of Agreement execution date
- *Email/Newsletter*
 - Partner shall send a dedicated email to members announcing this partnership program from an official organization email account, or from an executive officer of the organization if no official email account exists. "Dedicated email" means the Embark partnership is the sole or majority focus of the email
 - Partner shall include Embark content in official organization emails and/or newsletters sent to members at least two additional times per 12 month period on an ongoing basis. These may or may not be "dedicated emails" at the discretion of Partner

- breeders@embarkvet.com or other email handle as designated should be included in the emails' CC or BCC field
- *Social Media*
 - Partner shall post a dedicated message to official organization handles on all social media accounts used by Partner (Facebook page and/or groups, Instagram, etc.) within 30 days of Agreement execution date. Social media posts shall announce this partnership program and link to Embark
 - Partner shall tag @EmbarkforBreeders when posting to Facebook and/or Instagram
 - Posts shall be made via the social media handles of an executive officer of the organization if no official social media handles exist
 - Partner shall post to social media about Embark via official organization handles, or via executive officer handles if no official handles exist, at least two additional times per 12 month period

Testimonial

Partner agrees to provide a brief written testimonial by an executive officer of the organization about why Embark was selected as a partner and how Embark positively impacts the organization and/or its members. Partner grants Embark the right to publicize the testimonial, as well as this Partnership program overall, in any and all channels at its sole discretion with or without notice to Partner.

Right to Review in Advance use of Embark-related Content and Trademarks

Partner has the right to modify or create new content about Embark and this Partnership for use in the above and any other communication channels. Embark shall have the right to review in advance any content, imagery, or other materials that Partner uses to communicate about Embark to its audiences. This includes, but is not limited to, any website content, emails, and social media activity conducted by Partner related to Embark. Embark may choose to forgo this review process for any content it chooses, and by doing so does not forfeit its right to future content reviews.

Trademark License

During the Term and subject to the terms and conditions of this Agreement, each party grants to the other party a limited, revocable, non-exclusive, non-transferable license and right to use, reproduce, display, distribute and transmit the other party's name, logo and any other trademarks, trade names, service marks, photographs, graphics, artwork, text and other content provided or specified by such party in any and all media formats, whether registered or unregistered, (collectively the "Marks") solely in connection with and solely to the extent reasonably necessary for the purposes of this Agreement. Use of the Marks does not create in either party's favor any right, title or interest in the Marks or any continuing rights to market or distribute the Services. Neither party shall register or apply for registration of any of the other party's Marks (or any similar trademarks, service marks or logos) for itself, or any other party. Each party agrees to cooperate with the other if the other party seeks to proceed with any infringement action regarding such rights.

Full Agreement

This document represents the full agreement between Partner and Embark. This document supersedes all prior agreements and understandings, whether written or oral, between both parties with respect to Embark's Breed Club Partnership Program.



Renewal and Termination

This agreement is valid for two years following the execution date. Either party may terminate this agreement upon 30 days written notice. This Agreement will automatically renew for one-year intervals following the completion of the initial two-year term.

Other terms and conditions

Except where expressly mentioned above, the sharing of information shall be governed by Embark’s Privacy Policy, available at www.embarkvet.com/privacy and any disputes related to this Agreement, including Governing Law, Dispute Resolution, Agreement to Arbitrate, and Waiver of Class Action will be governed by, and fall within, Embark’s Terms of Service, available at www.embarkvet.com/tos.

Partner

Organization Name: International Windsprite Club (IWC)
Authorized Signatory Name: Patricia L. Conklin
Signature:
Title: Vice President, IWC
Date Signed: Oct 2, 2022

Embark Veterinary, Inc.

Authorized Signatory Name: _____
Signature: _____
Title: _____
Date Signed: _____