

**TRUPANION HERO APPRECIATION PROGRAM  
TERMS AND CONDITIONS**

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PARTICIPATING IN THE TRUPANION HERO APPRECIATION PROGRAM (AS DESCRIBED HEREIN), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS, AND, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

These terms and conditions (these “*Terms*”) govern the participation of your veterinary hospital or clinic (referred to as “*you*” or “*your*” as the context may require) in the Trupanion Hero Appreciation Program described herein. These Terms are subject to change by Trupanion Managers USA, Inc., an Arizona corporation (referred to, collectively with its affiliates, as “*Trupanion*”, “*us*”, “*we*”, or “*our*” as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced at <http://get.trupanion.com/HeroProgram> (the “*Site*”). You should review these Terms prior to agreeing to participate in the Trupanion Hero Appreciation Program. Your continued acceptance of any Fees (as defined below) after the “Last Updated Date” will constitute your acceptance of and agreement to such changes.

You should carefully review these Terms, our Underwriter and Licensing Information and Terms of Use (located at <https://trupanion.com/site/terms-of-use>), our Privacy Policy (located at <https://trupanion.com/about/privacy-policy>), and the End User License Agreement for the Trupanion Software (accessible through Trupanion Express™) (collectively, the “*Policies*”) before agreeing to participate in the Trupanion Hero Appreciation Program.

**1 Trupanion Hero Appreciation Program**

- 1.1 Trupanion provides medical insurance for unexpected illness and/or injury to companion cats and dogs. Through Trupanion’s patented software, known as Trupanion Express™, veterinary hospitals can submit claims electronically to Trupanion and receive payments for qualifying medical care directly from Trupanion.
- 1.2 In connection with your installation of Trupanion Express™, you and Trupanion desire to cooperate, as set forth in these Terms, to encourage use of Trupanion Express™ at your hospital or clinic for the electronic submission of insurance claims to Trupanion and your receipt of payment for qualifying medical expenses. In recognition of the efficiencies and cost savings resulting from electronic submission of claims, Trupanion will pay you the Fees described in Section 2.2 of these Terms. The foregoing is referred to herein as the “*Trupanion Hero Appreciation Program.*”

**2 Services**

- 2.1 In consideration for Trupanion avoiding administrative and operational expenses it would otherwise incur, Trupanion will pay you, on a quarterly basis, the following (the “**Fees**”):
- 2.1.1 \$2.25 per Paid Claim on behalf of Trupanion policyholders who received services at your hospital; and
  - 2.1.2 for each pet that, according to Trupanion’s records, lists your hospital as its primary hospital, \$8.00 for the first complete medical record fulfilled by you at Trupanion’s request for such pet; provided, Trupanion shall make such payment only once per individual pet.
- 2.2 For purposes of these Terms, a “**Paid Claim**” is any claim that (i) includes medical treatments eligible for coverage under Trupanion’s medical insurance and provided by you to a given pet on one day, (ii) is submitted electronically through Trupanion Express™, and (iii) is paid directly by Trupanion to you.
- 2.3 The Fees will be the sole consideration paid by Trupanion to you in connection with the Trupanion Hero Appreciation Program and these Terms.
- 2.4 You will report to all applicable government agencies as income all compensation you receive pursuant to these Terms and remit all applicable taxes.
- 2.5 In the event you are or become affiliated, as of the date a Fee payment obligation under Section 2.1 is created, with a hospital ownership and/or management group and/or purchasing organization with whom Trupanion has a similar arrangement (each, an “**Entity**”), Trupanion will make any Fee payments only to the Entity.

### **3 Relationship of Parties**

- 3.1 You and Trupanion are independent entities. Nothing in these Terms will be construed as establishing a partnership, joint venture, agency or similar relationship between Trupanion and you, any of their subsidiaries/affiliates, and/or any persons employed by, contracting with or under the supervision of either party. Under no circumstances will any persons employed by, contracting with or under the supervision of either party hold himself/herself out to be an employee or agent of the other party.
- 3.2 You hereby agree that you will not engage in the sale, solicitation or negotiation of insurance as those terms are defined by applicable regulations, nor will you engage in any activity that otherwise requires licensure as an insurance producer, broker or agent under the laws of any jurisdiction, directly or indirectly.

### **4 Duties of each Party**

- 4.1 Without the prior written consent of Trupanion, you will not (a) extend any warranty or guarantee or make any representation or claim with respect to Trupanion’s business or products, and/or (b) bind Trupanion in any manner. Without your prior written consent, Trupanion will not (i) extend any warranty or guarantee or make any representation or claim with respect to your business, and/or (ii) bind you in any way, other than as set forth herein.

- 4.2 You will not use any marketing materials, including, without limitation, any letterhead, advertising and/or other signage, with respect to Trupanion's business or products that is not either supplied to you by Trupanion or specifically approved in writing and in advance by Trupanion for your use.
- 4.3 You acknowledge and agree that you will be solely responsible for your compliance with any applicable federal, provincial and local law, rules and regulations regarding the performance of the obligations under these Terms, directly or indirectly.

## **5 Restrictions, Non-Disclosure and Confidentiality**

- 5.1 You hereby agree not to (i) use any Trupanion customer or member information except as explicitly authorized by these Terms or (ii) encourage any Trupanion customer, member, or other third-party to terminate any formal or informal relationship with Trupanion (including, without limitation, encouraging any Trupanion customer or member to cancel their Trupanion insurance policy). For the avoidance of doubt, Trupanion will be and remain the sole owner of all of its customer and member information, including, without limitation, any information from customers or members generated by Trupanion regardless of whether such customers or members became customers or members in relation to or as a result of these Terms or otherwise.
- 5.2 These Terms do not represent an exclusive arrangement and Trupanion shall be permitted to enter into agreements, including the Trupanion Hero Appreciation Program, with your competitors. Trupanion will also be permitted to sell, offer or license any products or services that may compete with products and/or services offered by you. Similarly, you are permitted to enter into agreements for cooperative/marketing services similar to those described in these Terms with a competitor of Trupanion.
- 5.3 You hereby covenant and agree that you will not disclose any of these Terms (including, without limitation, the Fees) or any data, information or materials (in any form or medium) not generally known in the relevant trade or industry, that have been or are hereafter disclosed or made available by Trupanion to you in connection with the Trupanion Hero Appreciation Program.

## **6 Termination**

- 6.1 These Terms will terminate immediately upon you or Trupanion delivering written notice pursuant to Section 9.1 to the other that these Terms are terminated.
- 6.2 Upon termination of these Terms, you will no longer participate in the Trupanion Hero Appreciation Program and the Fees shall no longer be payable to you. Sections 3 (Relationship of the Parties), Section 4 (Duties of Each Party), Section 5 (Non-Disclosures and Confidentiality), Section 7 (Limits on Liability), Section 9 (Miscellaneous), and this Section 6.2, will survive termination of these Terms, regardless of the reason for termination.

## **7 Limits on Liability**

- 7.1 IN NO EVENT SHALL TRUPANION BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TRUPANION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 7.2 IN NO EVENT SHALL TRUPANION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO YOU PURSUANT TO THESE TERMS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **8 Representation of the Parties**

- 8.1 You and Trupanion each represent and warrant to the other as follows:
- 8.1.1 it has the full right, corporate power and authority to enter into these Terms and to perform its obligations hereunder;
  - 8.1.2 the acceptance of these Terms and the performance of the obligations hereunder have been duly authorized by all necessary corporate action on the part of the party;
  - 8.1.3 the performance of these Terms by the party will not violate, conflict with, require consent under, frustrate, or result in any breach or default under any of the party's organizational documents (including its certificate of incorporation and by-laws) and/or any of the provisions of any contract or agreement to which it is a party; and
  - 8.1.4 these Terms constitute the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms.

## **9 Miscellaneous**

### **9.1 Notices**

- 9.1.1 We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- 9.1.2 To give us notice under these Terms, you must contact us by personal delivery, overnight courier or registered or certified mail to Trupanion, Inc., 6100 4th Avenue South, Suite 200, Seattle, WA 98108, Attn: Legal. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by registered or certified mail will be effective three business days after they are sent.

- 9.2 You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9.2 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
- 9.3 These Terms are governed by, and is to be construed and enforced in accordance with, the laws of the state of Delaware, without reference to choice-of-laws or conflict-of-laws principles or rules that would require the application of the laws of another jurisdiction.
- 9.4 Any controversy or claim arising out of or relating to these Terms, including, without limitation, a claimed breach of these Terms, will be, in the first instance, subject to at least eight hours of non-binding mediation in accordance with generally accepted mediation procedures and presided over by a mediator selected by the American Arbitration Association or an alternative mediator who is agreed upon by both of the parties, with the costs of such mediation being shared equally by the parties and, in the event that such mediation is able to resolve all claims and disputes arising out of or relating to these Terms, any such remaining claim or dispute will thereafter be settled by arbitration administered by a single arbitrator acting in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator will be final and binding on the parties and may be entered in any court having jurisdiction thereof.
- 9.5 Arbitration will be conducted by a single arbitrator agreed to by the parties or, in the absence of such agreement, by a single arbitrator appointed by the American Arbitration Association pursuant to its applicable rules.
- 9.6 Either party may invoke arbitration by giving the other party written notice. This notice will include a statement of the facts upon which the claim is based and will identify any provisions of these Terms that are believed to be relevant to the claim.
- 9.7 The arbitration proceedings will be held at a location within King County, Washington, provided that either party will be permitted to require that all parties to the arbitration attend via videoconference or teleconference to the extent practicable.
- 9.8 All other matters of arbitration scheduling and terms will be determined by the agreement of the parties. If the parties fail to agree to any arbitration terms or schedule, the arbitrator will be guided by the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as provided otherwise in these Terms.
- 9.9 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THESE TERMS OR ANY TRANSACTION CONTEMPLATED BY THESE TERMS.
- 9.10 The parties hereby waive their right to any form of recourse against an award to any court or other competent authority.
- 9.11 The parties agree to keep confidential the existence of any arbitration, any arbitral proceedings, the submissions made by the parties and the decisions made by the arbitrator, including its awards, except as required by applicable law and to the extent not already in the public domain.

- 9.12 If any action or proceeding is commenced to enforce or interpret these Terms, the substantially prevailing party in such action or proceeding will be entitled to recover from the other party the costs and expenses of maintaining such action or proceeding, including reasonable fees of attorneys or other professional advisers incurred before such action or proceeding is commenced and before, during and after any trial, and on any appeal, whether such action or proceeding is at law, in equity or in a bankruptcy case or proceeding.
- 9.13 If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
- 9.14 These Terms, the Site, and the Policies will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.
- 9.15 The rights and remedies of the parties provided for in these Terms are cumulative and not exclusive of any rights or remedies provided by law. No failure by any party to exercise, and no delay by any party in exercising, any right or remedy under these Terms will operate as a waiver of such right or remedy, and no single or partial exercise of any such right or remedy by a party will preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.