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Exhibit 6

petco
THE HEALTH + WELLNESS CO.

September 15, 2023

Via Email

Sabrina Giardina
[redacted]

Re: *Additional Discovery Responses*

Dear Ms. Giardina,

As discussed during our status conference on September 5, 2023, and per the Copyright Claims Board order issued on September 8, 2023, please see our additional discovery responses below:

1) Documents, such as agreements, and other information about how much Respondent pays creators to license and distribute the content they create, whether such agreements were negotiated internally through Respondent or through an outside licensing agency. The documents and information produced should reflect payments to individuals or entities with varying audience size.

   Petco Response:
   - Attachment A: Statements of Work between Petco and various marketing agencies. Please note the flat fee listed in the Statement of Work is the agency's fee for all deliverables for numerous campaigns and content creators. Each agency contracts with influencers separately and Petco has no insight into how much each influencer is paid for creating content.
   - Attachment B: Contracts between Petco and influencers of varying audience size. Please note, prior to August 31, 2023, Petco did not contract with influencers directly.

2) Information obtained from Instagram regarding the source of Respondent's allegedly infringing post and how long it appeared on Instagram. Respondent shall promptly provide to Claimant any such information upon receipt from Instagram (even if received after September 15, 2023) or state in writing that they did not receive such information from Instagram.

   Petco Response: On September 5, 2023, Petco reached out to its Meta representative requesting information about how to obtain account activity from 2021 (including the source of a post). On September 11, 2023, Petco received a response from Meta stating that Meta does not retain data for posts deleted more than 30 days ago. Meta advised Petco to confirm that the post had been deleted and not archived, as if it had been archived there may have been a chance of recovering data. Petco has examined the Pupbox Instagram account and can confirm the content was deleted and not archived. Please see Attachment C, which shows the content was not archived. Because the post was deleted over 30 days it is not possible for Petco to obtain information responsive to this request.

Where is the response from Meta?

Petco acknowledges that in addition to the documents requested by the Copyright Claims Board order, you have made several other requests:

- Timeline of your alleged posting dates
  - Petco Response: As described above, Petco is unable to obtain information about posts that have been deleted more than 30 days ago. Our assumption regarding the timing of posting is based on the screenshots you have provided of the content in question and the Instagram takedown notification.
- Documents sources of how you obtained the video. Katie Hudgins (your content team manager) should be able to furnish you this info since she posted the viral video on Pupbox's Instagram
  - Petco Response: We do not have any documents responsive to this request.
- Contracts Petco maintained with creators with a following count of at least 775k. Please note that the number is indicative to my combined following count of both IG/TikTok/IG and YouTube when the content was used.
  - Petco Response: Petco has produced contracts as per the Copyright Claims Board order.

Sincerely,

Amanda Costa

Amanda Costa
Paralegal

Attachment A

[redacted]

STATEMENT OF WORK
to the Services Agreement
[redacted]

This Statement of Work (***"SOW"***) is made effective as of [redacted] (the "Effective Date") pursuant to that certain Services Agreement executed by and between Petco Animal Supplies Stores, Inc. ("Petco") and [redacted] ("Provider") as of [redacted] (the "Agreement"). The Parties may extend or renew this SOW by amending or issuing a Change Order to this SOW executed by both parties. Petco may terminate this SOW for convenience with advance written notice to Provider, however such termination shall not relieve Petco of the payment obligations hereunder.

I. Services and Deliverables

[redacted]

Campaign Activations

[redacted]

[redacted]



Overall Campaign Breakdown:

- Term: 1 Month
- Paid Amplification: 3% of budget
- Platform Break Out:
  - 60% Instagram
  - 20% YouTube
  - 10% TikTok
  - 10% Twitter / Pinterest
- Influencer Size Break Out:
  - 1x Celebrity
  - 2-3 Macro Influencers
  - 3-4 Mid Tier Influencers
  - 5-6 Micro-Tier Influencers
  - 20-25 Philanthropic Nano Influencers
- Track and Report the below for all deliverables
  - Interactions
  - Impressions
  - Click Through Rates
  - Brand Sentiment
  - Participants during Live Events
- Influencers to create 3-4 pieces of content during Campaign
  - 2x rounds of deliverables for each talent group, not including Nano Influencers

Provider will prepare the following deliverables by the dates specified:

Key Deliverables	Estimated Completion Date
Launch - 1x Celebrity	[redacted]

[redacted]

- 2x-3x Macro Influencers
  - Each Influencer to post 2-3 pieces of content throughout the duration of the contract term
    - 1x In-feed post
    - 1x-2x story content (each story includes 3x frames)
      - *Dependent on talent availability, deliverables and budget*
- 3x Mid Tier Influencers
- 5x-6x Micro-Tier Influencers
- 5x Philanthropic Nano Influencers
  - Each influencer to post
    - 1x In-feed post
    - 1x-2x story content (each story includes 3x frames)
      - *Dependent on talent availability, deliverables and budget*
- Influencers to share key messaging about [redacted]
- Track, audit and report all influencer social posts
- Social listening to measure brand sentiment
- [redacted] to review all influencer creative, track and audit posts, and provide Petco with a monthly report of all influencer activity, performance against KPI's, and any recommended optimizations.

[redacted]

Live Event Week

- 1x Celebrity
- 2x-3x Macro Influencers
  - Talent to post 4 hours prior to their Live Event scheduled time in order to drive attendance to their co-hosting event.
  - Encourage audience members to join in on the live event and support [redacted]
  - Use Call To Actions to have followers participate. [redacted]

[redacted]

- Please note that Mid, Micro and Gifted Philanthropic will be communicating the evergreen messaging.
- [redacted]
- Live Events:
  - To be hosted on Petco's main IG channel featuring [redacted]
  - 1x Celebrity, 2x macros to hold live events (total of 3x live separate events)
  - Events can be placed during the week of [redacted] - after confirming talent we will lock down specific days due to talent availability.
- Script of Live Events to be found in Influencer Creative Brief
- 10x Philanthropic Nano Influencers
  - Influencers to share key messaging about [redacted]
  - Track, audit and report all Influencer social posts
  - Social listening to measure brand sentiment	

Wrapping Up the Campaign - 3x-4x Mid Tier Influencers - 5x-6x Micro-Tier Influencers - 10x Philanthropic Nano Influencers - Talent to share 1-2 Stories (each story consisting of 3x frames) - Influencers to share key messaging about [redacted] - [redacted] - Track, audit and report all Influencer social posts - Social listening to measure brand sentiment	[redacted]

II. Responsibilities

a. Provider shall perform the following Services:
   - Influencer Identification & Contracting
   - Influencer Payments
   - Influencer Briefing
   - Conduct and Setup Live Events
   - Aggregation of content post campaign for Petco
   - End to End Campaign Management
   - Full Campaign Reporting
   - Content creation

b. Petco will provide clear direction, scope, and resources to Provider so Provider may successfully complete the project.

III. Terms Applicable to Social Media Influencers and Social Publishers

Provider will ensure that each Social Media Influencer and Social Publisher (each, an "Influencer") engaged by Provider in connection with the provision of the Services shall:

a. Avoid mentioning competitors of Petco; in the pet specialty retail and services industry in any post made per this SOW (each, a "Post").

b. Make sure all Posts and related commentary shall be in good taste and free of inappropriate language and/or any content promoting bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.

c. Refrain from including any third-party trademarks, service marks, or other brands in any Post.

d. Comply with all United States Federal Trade Commission laws and guidelines regarding endorsement and testimonials in advertising, including but not limited to 16 C.F.R. Part 255.

e. In each Post, clearly disclose the material connection with Petco; including whether Influencer was given any type of consideration, was provided with certain product(s), service(s) or experience(s), or is being compensated for the Services under this SOW.

f. Use one of the following disclosures ("Disclosure") in each Post:
   i. Immediately below Influencer's Platform handle include the phrase "Paid Partnership with Petco" and include the following phrase in any statement(s) regarding Advertiser: "#PetcoPartner".
   ii. Include the phrase "#ad", "#sponsored" or "#advertisement" in statements made regarding Petco or superimposed on an image or video.

g. Make sure disclosures are clear, prominent and made in close proximity to any statement(s) Influencer makes regarding Petco or Petco's products or services. The disclosure may not be buried behind links or hashtags, or require the consumer to scroll down, or click or mouse over a link in order to view the disclosure. Audio disclosures are not permitted.

h. Include disclosure regardless of space limitations of the platform where the disclosure can be made via hashtags (e.g. #sponsored). If a Post is composed primarily of an image or video (e.g. Instagram Stories, Snapchats), Influencer must superimpose the disclosure on the image or video.

i. Agree that Influencer statements shall always reflect the Influencer's honest and truthful opinions and actual experiences. Influencer shall only make factual statements about Petco or Petco's product or service characteristics and quality which the Influencer knows for certain are true and can be verified.

IV. Fee

In consideration of the Services, Petco shall pay Provider a fixed fee of $350,000 USD (the "Fee") as the sole consideration for the Services provided by Provider during the Term, and the Fee is inclusive of all costs. This Fee shall be invoiced by Provider to Petco in accordance with Section 3 of the Master Service Agreement and shall be payable by Petco Net 60 from the latter of invoice date or date invoice is properly received by Petco in accordance with Section 3 of the Master Service Agreement, with payment cycles running on the 1st and 15th of each month after contractual terms are met.

[The next page is the Signature Page]

[redacted]

IN WITNESS WHEREOF, the Parties hereto have executed this SOW effective as of the Effective Date.

Petco Animal Supplies Stores, Inc.

[redacted]

[redacted]

Exhibit A

Statement of Work No. 1

SCOPE OF WORK / DELIVERABLES

[redacted]

Provider will provide the following Services:

- 5 Unique [redacted] reative Assets

Supplier will generally perform the Services Remotely at Supplier's designated location.

Provider will prepare the following deliverables [by the dates specified]:

KEY DELIVERABLES	ESTIMATED DELIVERY DATE
• 5 creative assets	[redacted]

2. RESPONSIBILITIES

Supplier:

- Develop 5 creative assets for use in [redacted] campaign.

Petco:

- Petco will provide clear direction, scope, and resources to Supplier so Supplier may successfully complete the project.

3. FEES AND EXPENSES

Fees

In consideration of the Services, Petco shall pay supplier a fixed fee of $2,000, to be invoiced upon completion of the Services.

[redacted]

Petco [redacted]
Statement of Work

This Statement of Work, dated as of [redacted] this "Statement of Work" or "SOW") is made by and between [redacted] ("Media Company") and Petco Animal Supplies Stores, Inc. ("Advertiser") pursuant to and subject to the Custom Materials and Services Agreement executed by and between Media Company and Advertiser effective as of [redacted] (the "Agreement"). As such, for purposes of this SOW, this SOW together with the terms of the Agreement, shall be considered a two-party agreement by and between Media Company and Advertiser. Capitalized terms listed on the left below and not otherwise specifically defined will have the meanings corresponding to them on the right below. This SOW is subject to all of the terms of the Agreement. All capitalized terms not defined in this SOW will have the meanings ascribed to them in the Agreement. Notwithstanding the foregoing, if a provision of this SOW provides that the provision of this SOW will control over the Agreement in the event of a conflict, then such provision in this SOW will control with respect to the Services performed under this SOW.

Campaign:	Petco [redacted]
Campaign Term:	Six (6)-month flight ([redacted]
Media Company Services:	Media Company shall provide the following services in connection with the Campaign based on and in accordance with any instructions and specifications provided by Advertiser prior to or following execution of this SOW. **KPI of Campaign** [redacted] **Media Company Services** • Media Company is responsible for providing and/or sourcing the following pieces of Content to be used on Advertiser's branded TikTok channel: o Six (6) months of Content Creation during the Campaign Term (as further detailed below) including Creator outreach and contracting (as further detailed below) o Six (6) months Content Scheduling & Posting to Advertiser's TikTok channel during the Campaign Term (as further detailed below) o Six (6) months of Standard Community Management during the Campaign Term (as described further below) Media Company Team Structure: [redacted]

[redacted]

[redacted]

[redacted]

Content Ideation & Strategy:

[redacted]

[redacted]

Content Creation:

- During the Campaign Term, Media Company shall be responsible for providing and/or sourcing (in Media Company's discretion) a total of two hundred forty (240) pieces of Content ((40) pieces each month) (the "Content Limit"). Content will be created by Creators and commissioned by Media Company.

- Music: Media Company / Creators will be permitted to utilize TikTok's publisher/brand-approved music in Content

    - For an incremental cost commitment not included hereunder, Media Company can create a collection of custom sounds or music library

- Exclusivity: Media Company will use commercially reasonable efforts to contractually obligate Creators to the exclusivity terms below and in the event any Creator desires to negotiate the following exclusivity terms, any requested revisions will be approved by Advertiser in advance:

    - While Creator is performing services for Advertiser and for two (2) weeks after the final Content created by Creator is posted to Advertiser's TikTok channel, Creator will not perform commercial services or authorize or permit use of Creator's Likeness in connection with any advertising that promotes products and/or services for the following brands each solely as they relate to the pet category: PetSmart, Chewy, Target, Walmart, Tractor Supply, Pets Supplies Plus, Amazon, Bark Box, OUAI Pets, The Farmer's Dog.

Content Scheduling & Posting:

- During the Campaign Term, Media Company shall post the Content on Advertiser's owned and operated TikTok channel as mutually

	agreed upon by the parties; provided that, unless otherwise agreed, the Content need not be pulled down after the Campaign Term. • Recommended cadence for Media Company to post Content: two (2) posts per day. <u>Standard Community Management:</u> Media Company, on behalf of Advertiser, shall moderate user comments and engagement: • Media Company will monitor user comments on Advertiser's TikTok channel for inappropriate or offensive language based on guidelines and instructions provided by Advertiser, and delete any inappropriate or offensive comments accordingly • Media Company will engage with users' comments and feedback in order to build community metrics <u>Reporting:</u> Media Company shall provide reports throughout the Campaign Term, as such, Media Company shall deliver the following: • Twelve (12) Bi-weekly Reporting via email (every 2 weeks) outlining tracking content performance towards agreed upon KPI(s), content trends, insights & learnings based on content published by Media Company on Advertiser's owned and operated TikTok channel, and any additional updates in relation to the Campaign • Six (6) Monthly reports including topline metrics and highlights to compliment the bi-weekly reporting • One (1) Program Wrap Report upon completion of Campaign Term **Advertiser Services** Advertiser to supply Media Company content team (including Creators) with product as needed, for a maximum cost of $100 per creator. Product requests exceeding the limit are not guaranteed and will be assessed on a case-by-case basis. Product will need to be sent to individuals directly in a timely manner to avoid delays in content production.
<u>Approvals:</u>	Media Company (or Creators) shall not post any Content to Advertiser's TikTok channel (or such Creators' TikTok channel) without prior written approval from Advertiser (email shall suffice). Advertiser shall have approval on all videos prior to execution and posting. Advertiser shall have the right to request removal of any piece of Content from its TikTok channel, and Media Company will immediately remove such Content upon request. In the event Advertiser requests removal of certain Content, Media Company will replace such Content with a suitable alternative as soon as commercially practical. Content removed shall not count towards the Content Limit.

[redacted]

Payment Terms:	In consideration of Media Company's services, Advertiser agrees to pay Media Company a flat non-cancellable and non-reconcilable fee in the amount of six hundred fifteen thousand United States dollars ($615,000) (the "Fee") invoiced as follows: - Equal monthly installments during the Campaign Term of $102,500 per month, invoiced at the beginning of each month

[redacted]

Petco Animal Supplies Stores, Inc.

[redacted]

[redacted]

Petco [redacted]
Statement of Work No. 2

This Statement of Work No. 2, dated as of [redacted] (this "Statement of Work" or "SOW") is made by and between [redacted] ("Media Company") and Petco Animal Supplies Stores, Inc. ("Advertiser") pursuant to and subject to the Custom Materials and Services Agreement executed by and between Media Company and Advertiser effective as of September 22, 2021 (the "Agreement"). As such, for purposes of this SOW, this SOW together with the terms of the Agreement, shall be considered a two-party agreement by and between Media Company and Advertiser. Capitalized terms listed on the left below and not otherwise specifically defined will have the meanings corresponding to them on the right below. This SOW is subject to all of the terms of the Agreement. All capitalized terms not defined in this SOW will have the meanings ascribed to them in the Agreement. Notwithstanding the foregoing, if a provision of this SOW provides that the provision of this SOW will control over the Agreement in the event of a conflict, then such provision in this SOW will control with respect to the Services performed under this SOW.

Campaign:	Petco [redacted]
Campaign Term:	Three (3)-month flight ([redacted]
Media Company Services:	Media Company shall provide the following services in connection with the Campaign based on and in accordance with any instructions and specifications provided by Advertiser prior to or following execution of this SOW. **Media Company Services** • Media Company is responsible for providing and/or sourcing the following pieces of Content to be used on Advertiser's branded TikTok channel: ○ Three (3) months of Content Creation during the Campaign Term (as further detailed below) including Creator outreach and contracting (as further detailed below) Media Company Team Structure: [redacted] Content Ideation & Strategy: [redacted] Content Creation:

[redacted]

	• During the Campaign Term, Media Company shall be responsible for providing and/or sourcing the remaining amount of content not fulfilled by [redacted] pursuant to the Amended and Restated Statement of Work, effective [redacted] by and between Media Company and Advertiser ("SOW No. 1"). Total amount of content produced by Media Company the end of the Campaign Term between SOW No. 1 and this SOW shall not exceed two hundred forty (240). Content will be created by Creators and commissioned by Media Company. • Media Company will deliver Content to Advertiser, including raw assets with recommended captions, text overlays, and music/sound options • Music: Media Company / Creators will be permitted to utilize TikTok's publisher/brand-approved music in Content Content Posting: • Advertiser shall post the Content on Advertiser's owned and operated TikTok channels. Media Company shall not post any Content to Advertiser's owned and operated TikTok channels. Standard Community Management: • Advertiser shall moderate user comments and engagement on Content posted on Advertiser's owned and operated TikTok channels. **Advertiser Services** Advertiser to supply Media Company content team (including Creators) with product as needed, for a maximum cost of $100 per creator. Product requests exceeding the limit are not guaranteed and will be assessed on a case-by-case basis. Product will need to be sent to individuals directly in a timely manner to avoid delays in content production.
Approvals:	Media Company will not move any content into production without the approval of Advertiser. For content, Advertiser shall have a 3 business day approval window on pitches; provided, that any pitches that require ACE are subject to a 5 business day approval. For further clarity, Media Company will only move approved pitches into production and be considered a deliverable. No feedback will be accepted to Media Company or Creator post-video production.
Payment Terms:	The Media Company Services and Custom Materials described herein shall be provided by Media Company to Advertiser for no additional fee. For the avoidance of doubt, the Fee (as defined in SOW No. 1) paid by Advertiser to Media Company

[redacted]

	pursuant to SOW No. 1 shall also cover the Media Company Services and Custom Materials described herein as provided by Media Company to Advertiser.

[redacted]

Petco Animal Supplies Stores, Inc.

[redacted]

Attachment B

[redacted]

Influencer Services Agreement

Name:	[redacted]
Influencer Account:	Instagram: [redacted]
Campaign:	[redacted]
Effective Date:	[redacted]
End Date:	[redacted]

This Influencer Services Agreement ("**Agreement**") is made on the Effective Date between Petco Animal Supplies Stores, Inc. ("**Petco**") and Influencer. Petco and Influencer may be referred to in the singular as a "**Party**" or, in the plural, as "**Parties**."

1. Services and Content

1.1. Influencer shall perform the services (the "**Services**") and produce the content (the "**Content**") described in Exhibit A in a professional manner and in accordance with the instructions and schedules set forth therein.

1.2. Whenever Influencer posts Content, Influencer shall clearly disclose that he/she is working with Petco in a manner that complies with the Federal Trade Commission's Endorsement and Testimonial Guides, the instructions in Exhibit A, the Disclosure Guide provided by Petco, and any other instructions or guidelines provided by Petco.

1.3. If at any point, Petco instructs Influencer to remove or modify any Content posted on an account controlled by Influencer, Influencer shall promptly comply with those instructions.

1.4. Influencer represents that to the extent that he/she makes any statements with respect to Petco or its products, those statements will reflect Influencer's honest opinions, beliefs, findings, and actual experiences.

1.5. Influencer shall not speak negatively about Petco, its services, or its products.

2. Compensation

In exchange for the providing the Services and the Content, Petco shall provide Influencer the Compensation described in Exhibit A.

3. Ownership and Use of Content

3.1. Petco shall solely and exclusively own and retain all right, title, and interest in and to all Content. To the extent applicable, Petco shall be deemed to be the "author" of all Content and all Content will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.) and any other applicable copyright law. To the extent that any Content does not constitute a work made for hire, Influencer hereby assigns to Petco all right, title, and interest that he/she may have or may hereafter acquire in all Content, including all intellectual property rights therein. Without limiting the foregoing, Influencer hereby waive any so-called "moral rights" or "droit moral" in connection with the use of the Content and the product of Influencer's Services.

[redacted]

3.2. Petco shall have the right to use the Content between the Effective Date and the End Date (the "**Usage Term**") as follows: collaborative posting on Instagram, boosting content on Instagram for use in ads, sharing and/or resharing organically.

3.3. Postings of Content on Petco social media channels made during the Usage Term may remain on those channels after the Usage Term, provided that Petco does not repost or re-share them.

3.4. In addition, the Petco shall have the right to use and reproduce the Content in perpetuity without additional compensation to Influencer for non-public, internal uses, such as, historical, archival, institutional, and internal documentary purposes.

4. Representations, Warranties, and Indemnification

4.1. Influencer represents and warrants that: (a) he/she is at least 18 years old and has the right and authority to enter into this Agreement; (b) he/she shall perform its obligations under this Agreement in accordance with all applicable laws and regulations; (c) any Content he/she creates will not defame any third party or infringe upon the copyrights, trademark rights, publicity rights, or other intellectual property rights of any third party; and (d) he/she shall obtain any permissions necessary to create the Content.

4.2. Influencer shall indemnify and defend Petco, its parents, affiliates, subsidiaries, directors, employees, and agents (each, an "**Indemnified Party**"), from and against any actual or threatened claims ("**Claims**") brought by a third party against any Indemnified Party, and any damages, losses, expenses, or costs (including, but not limited to, reasonable outside attorneys' fees) ("**Costs**") incurred in connection with such Claims, to the extent the Claims arise out of or are related to: (a) Influencer's breach of any representation, warranty, or obligation in this Agreement; (b) any allegation that the Content infringes the rights of any third party; or (c) any allegation that Influencer trespassed on a third party's property or otherwise violated any law while creating the Content.

5. Term and Termination

5.1. The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until the End Date, unless it is terminated sooner, as set forth below.

5.2. If Influencer fails to perform any of his/her obligations set forth in this Agreement, Petco may provide written notice of any breach to Influencer. If Influencer has not adequately cured the breach within three (3) days of receiving notice, Petco may terminate this Agreement.

5.3. Petco shall have the right to terminate this Agreement for convenience with no cure period or any requirement to provide the Compensation at any point before Influencer has started to perform the Services.

6. Miscellaneous

6.1. **Exclusivity**: Influencer agrees that she/she will neither endorse nor enter into any agreement with any other pet retail companies or partake in any pet-specific campaigns from other retail companies (each, a "**Competitor**") during the Term and for a period of 3 months thereafter. Influencer represents that she/she has disclosed in writing any relationship that he/she may currently have to any Competitor to Petco.

6.2. **Confidentiality**: Influencer agrees that it will not use or disclose any confidential information shared by Petco pursuant to this Agreement for any reason unrelated to the Services. Without limiting the generality of the previous sentence, Influencer understands that details about Petco marketing and public

[redacted]

relations plans and new services and offers should be treated as confidential and not for external disclosure until disclosed by Petco.

6.3. **Force Majeure:** Neither Party shall be liable to the other Party for any failure or delay in fulfilling any obligations in this Agreement if such failure or delay is due to circumstances beyond that Party's reasonable control, including, but not limited to, any epidemic or natural disaster (each a "**Force Majeure Event**"). In the case of a Force Majeure Event, Petco may, if practical, work with Influencer to reschedule any affected obligations. If Petco determines, in its sole discretion, that it is not practical to reschedule any affected obligations, Petco may terminate this Agreement. In the event of termination, Petco shall not be required to pay any outstanding portion of the Compensation.

6.4. **Assignment:** Influencer may not assign or delegate any of his/her obligations to any third party without specific written authorization from Petco.

6.5. **No Duty:** Petco has not duty to use any Content, or otherwise exercise any of the rights granted in this Agreement.

6.6. **Entire Agreement:** The provisions contained in this Agreement and Exhibit A constitute the entire agreement between the Parties with respect to the Services and Content, and no statement or inducement with respect to the Services or Content which is not contained herein shall be valid or binding between the Parties. No provision of this Agreement may be modified, waived, or amended except in writing by both Parties.

6.7. **Relationship of the Parties:** This Agreement does not constitute a partnership or joint venture between Petco and Influencer. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

6.8. **Survival:** All representations, warranties, indemnities, and confidentiality obligations shall survive the termination and/or expiration of this Agreement and shall remain in full force and effect. All of a party's rights and privileges — to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination and/or expiration of this Agreement — shall survive termination and/or expiration and shall be enforceable by that party.

6.9. **Choice of Law:** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the Southern District of California.

In witness whereof, the Parties have caused this Agreement to be executed as of the Effective Date.

[redacted]

[redacted]

[redacted]

Exhibit A

Statement of Work

1. Campaign Overview and Objectives

Overview

[redacted]

Objectives

[redacted]

2. Content and Deliverables; Timeline

- One (1) Instagram reel
  - To be posted as a collaborative post with the Petco Instagram account
  - Potential for content to be boosted from Petco's account for the duration of 1 week
- One (1) Instagram story (2-3 frames)
- Performance recap report on content listed above to include the following (Petco to send template for influencer to fill out):
  - Views
  - Reach
  - Engagements (likes, comments, shares, clicks, etc.)

Timeline

- Influencer to provide concept of post within 3 business days of execution of this Agreement.
  - Will be bulleted list (or similar) mentioning each intended shot and what Petco product(s) will be featured and how. Will also include post caption direction.
- Petco to provide feedback on concept within 2 business days of receipt of concept.
- Influencer to provides asset with final treatments (text on screen, gifs, etc.) and caption within 2-3 business days of receiving Petco feedback.
- Petco to provide feedback within 2 business days of receipt of final treatments.
- Influencer to post final asset and caption on [redacted].
- Recap report to be delivered by [redacted].

Make sure the Content: (a) does not feature any third-party trademarks or logos (other than Petco trademarks or logos); (b) contain any music or other copyrighted material, unless you have obtained a license; or (c) portray Petco or its products in a negative light. In addition, make sure you get permission if you photograph or record Content on a third party's property.

Petco shall have the right to "whitelist" Influencer's posts.

[redacted]

3. Disclosure Requirements

In each post that includes an "endorsement" as defined by the FTC's Endorsement Guides, Influencer shall clearly disclose that Influencer is working with Petco as set forth in the Disclosure Guide provided by Petco, and shall comply with any other instructions or guidelines provided by Petco (e.g., Petco's Animal Care guidelines).

4. Approval Process

Influencer shall send all Content to Petco for its prior approval at least 2 days before the scheduled post time. Influencer shall not post any Content without Petco prior written approval (email shall suffice).

5. Compensation

$500 USD. Influencer shall submit an invoice for such amount via Petco's provided online portal, OneView. Payment of Influencer's invoice shall be due within sixty (60) days of the latter of the invoice date or Petco's receipt date of each invoice; provided, however, that payment runs are made on the 1st and 15th of each month or the next available banking day if this falls on a weekend or banking holiday, and Petco will make payments due on the next scheduled payment run following day 60.

In addition, to support in content creation, Petco will send Influencer a gift box of product (selected in Petco's sole discretion) and a Petco gift card valued at $200 USD.

6. Communications

[redacted]

[redacted]

Influencer Services Agreement

Name:	[redacted]
Influencer Account:	Instagram and TikTok: [redacted]
Campaign:	[redacted]
Effective Date:	[redacted]
End Date:	[redacted]

This Influencer Services Agreement ("**Agreement**") is made on the Effective Date between Petco Animal Supplies Stores, Inc. ("**Petco**") and Influencer. Petco and Influencer may be referred to in the singular as a "**Party**" or, in the plural, as "**Parties**."

1. Services and Content

1.1. Influencer shall perform the services (the "**Services**") and produce the content (the "**Content**") described in Exhibit A in a professional manner and in accordance with the instructions and schedules set forth therein.

1.2. Whenever Influencer posts Content, Influencer shall clearly disclose that he/she is working with Petco in a manner that complies with the Federal Trade Commission's Endorsement and Testimonial Guides, the instructions in Exhibit A, the Disclosure Guide provided by Petco, and any other instructions or guidelines provided by Petco.

1.3. If at any point, Petco instructs Influencer to remove or modify any Content posted on an account controlled by Influencer, Influencer shall promptly comply with those instructions.

1.4. Influencer represents that to the extent that he/she makes any statements with respect to Petco or its products, those statements will reflect Influencer's honest opinions, beliefs, findings, and actual experiences.

1.5. Influencer shall not speak negatively about Petco, its services, or its products.

2. Compensation

In exchange for the providing the Services and the Content, Petco shall provide Influencer the Compensation described in Exhibit A.

3. Ownership and Use of Content

3.1. Petco shall solely and exclusively own and retain all right, title, and interest in and to all Content. To the extent applicable, Petco shall be deemed to be the "author" of all Content and all Content will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.) and any other applicable copyright law. To the extent that any Content does not constitute a work made for hire, Influencer hereby assigns to Petco all right, title, and interest that he/she may have or may hereafter acquire in all Content, including all intellectual property rights therein. Without limiting the foregoing, Influencer hereby waive any so-called "moral rights" or "droit moral" in connection with the use of the Content and the product of Influencer's Services.

[redacted]

3.2. Petco shall have the right to use the Content between the Effective Date and the End Date (the "**Usage Term**") as follows: collaborative posting on Instagram and TikTok, boosting content on Instagram and TikTok for use in ads, sharing and/or resharing organically.

3.3. Postings of Content on Petco social media channels made during the Usage Term may remain on those channels after the Usage Term, provided that Petco does not repost or re-share them.

3.4. In addition, the Petco shall have the right to use and reproduce the Content in perpetuity without additional compensation to Influencer for non-public, internal uses, such as, historical, archival, institutional, and internal documentary purposes.

4. Representations, Warranties, and Indemnification

4.1. Influencer represents and warrants that: (a) he/she is at least 18 years old and has the right and authority to enter into this Agreement; (b) he/she shall perform its obligations under this Agreement in accordance with all applicable laws and regulations; (c) any Content he/she creates will not defame any third party or infringe upon the copyrights, trademark rights, publicity rights, or other intellectual property rights of any third party; and (d) he/she shall obtain any permissions necessary to create the Content.

4.2. Influencer shall indemnify and defend Petco, its parents, affiliates, subsidiaries, directors, employees, and agents (each, an "**Indemnified Party**"), from and against any actual or threatened claims ("**Claims**") brought by a third party against any Indemnified Party, and any damages, losses, expenses, or costs (including, but not limited to, reasonable outside attorneys' fees) ("**Costs**") incurred in connection with such Claims, to the extent the Claims arise out of or are related to: (a) Influencer's breach of any representation, warranty, or obligation in this Agreement; (b) any allegation that the Content infringes the rights of any third party; or (c) any allegation that Influencer trespassed on a third party's property or otherwise violated any law while creating the Content.

5. Term and Termination

5.1. The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue until the End Date, unless it is terminated sooner, as set forth below.

5.2. If Influencer fails to perform any of his/her obligations set forth in this Agreement, Petco may provide written notice of any breach to Influencer. If Influencer has not adequately cured the breach within three (3) days of receiving notice, Petco may terminate this Agreement.

5.3. Petco shall have the right to terminate this Agreement for convenience with no cure period or any requirement to provide the Compensation at any point before Influencer has started to perform the Services.

6. Miscellaneous

6.1. **Exclusivity**: Influencer agrees that she/she will neither endorse nor enter into any agreement with any other pet retail companies or partake in any pet-specific campaigns from other retail companies (each, a "**Competitor**") during the Term and for a period of 3 months thereafter. Influencer represents that she/she has disclosed in writing any relationship that he/she may currently have to any Competitor to Petco.

6.2. **Confidentiality**: Influencer agrees that it will not use or disclose any confidential information shared by Petco pursuant to this Agreement for any reason unrelated to the Services. Without limiting the generality of the previous sentence, Influencer understands that details about Petco marketing and public

relations plans and new services and offers should be treated as confidential and not for external disclosure until disclosed by Petco.

6.3. **Force Majeure:** Neither Party shall be liable to the other Party for any failure or delay in fulfilling any obligations in this Agreement if such failure or delay is due to circumstances beyond that Party's reasonable control, including, but not limited to, any epidemic or natural disaster (each a "**Force Majeure Event**"). In the case of a Force Majeure Event, Petco may, if practical, work with Influencer to reschedule any affected obligations. If Petco determines, in its sole discretion, that it is not practical to reschedule any affected obligations, Petco may terminate this Agreement. In the event of termination, Petco shall not be required to pay any outstanding portion of the Compensation.

6.4. **Assignment:** Influencer may not assign or delegate any of his/her obligations to any third party without specific written authorization from Petco.

6.5. **No Duty:** Petco has not duty to use any Content, or otherwise exercise any of the rights granted in this Agreement.

6.6. **Entire Agreement:** The provisions contained in this Agreement and Exhibit A constitute the entire agreement between the Parties with respect to the Services and Content, and no statement or inducement with respect to the Services or Content which is not contained herein shall be valid or binding between the Parties. No provision of this Agreement may be modified, waived, or amended except in writing by both Parties.

6.7. **Relationship of the Parties:** This Agreement does not constitute a partnership or joint venture between Petco and Influencer. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

6.8. **Survival:** All representations, warranties, indemnities, and confidentiality obligations shall survive the termination and/or expiration of this Agreement and shall remain in full force and effect. All of a party's rights and privileges — to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination and/or expiration of this Agreement — shall survive termination and/or expiration and shall be enforceable by that party.

6.9. **Choice of Law:** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California. The Parties agree to the exclusive jurisdiction of the state and federal courts located in the Southern District of California.

In witness whereof, the Parties have caused this Agreement to be executed as of the Effective Date.

[redacted]

[redacted]

[redacted]

Exhibit A

Statement of Work

1. Campaign Overview and Objectives

Overview

[redacted]

Objectives

[redacted]

2. Content and Deliverables

- One (1) Tik Tok video
  - To be reposted on Petco's TikTok and boosted for the duration of one week
- One (1) Instagram reel
  - To be posted as a collaborative post with the Petco Instagram account
  - Can be same content as TikTok asset described above
- One (1) Instagram story (2-3 frames)
- Performance recap report on content listed above to include the following (Petco to send template for influencer to fill out):
  - Views
  - Reach
  - Engagements (likes, comments, shares, clicks, etc.)

Timeline

- Influencer to provide concept of post within 3 business days of execution of this Agreement.
  - Will be bulleted list (or similar) mentioning each intended shot and what Petco product(s) will be featured and how. Will also include post caption direction.
- Petco to provide feedback on concept within 2 business days of receipt of concept.
- Influencer to provides asset with final treatments (text on screen, gifs, etc.) and caption within 2-3 business days of receiving Petco feedback.
- Petco to provide feedback within 2 business days of receipt of final treatments.
- Influencer to post final asset and caption on [redacted].
- Recap report to be delivered by [redacted].

Make sure the Content: (a) does not feature any third-party trademarks or logos (other than Petco trademarks or logos); (b) contain any music or other copyrighted material, unless you have obtained a license; or (c) portray Petco or its products in a negative light. In addition, make sure you get permission if you photograph or record Content on a third party's property.

Petco shall have the right to "whitelist" Influencer's posts.

[redacted]

3. Disclosure Requirements

In each post that includes an "endorsement" as defined by the FTC's Endorsement Guides, Influencer shall clearly disclose that Influencer is working with Petco as set forth in the Disclosure Guide provided by Petco, and shall comply with any other instructions or guidelines provided by Petco (e.g., Petco's Animal Care guidelines).

4. Approval Process

Influencer shall send all Content to Petco for its prior approval at least 2 days before the scheduled post time. Influencer shall not post any Content without Petco prior written approval (email shall suffice).

5. Compensation

$1,500 USD. Influencer shall submit an invoice for such amount via Petco's provided online portal, OneView. Payment of Influencer's invoice shall be due within sixty (60) days of the latter of the invoice date or Petco's receipt date of each invoice; provided, however, that payment runs are made on the 1st and 15th of each month or the next available banking day if this falls on a weekend or banking holiday, and Petco will make payments due on the next scheduled payment run following day 60.

In addition, to support in content creation, Petco will send Influencer a gift box of product (selected in Petco's sole discretion) and a Petco gift card valued at $100 USD.

6. Communications

[redacted]

[redacted]

Influencer Services Agreement

Name:	[redacted]
Influencer Account:	Instagram and TikTok: [redacted]
Campaign:	[redacted]
Effective Date:	[redacted]
End Date:	[redacted]

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1.2. Whenever Influencer posts Content, Influencer shall clearly disclose that he/she is working with Petco in a manner that complies with the Federal Trade Commission's Endorsement and Testimonial Guides, the instructions in Exhibit A, the Disclosure Guide provided by Petco, and any other instructions or guidelines provided by Petco.

1.3. If at any point, Petco instructs Influencer to remove or modify any Content posted on an account controlled by Influencer, Influencer shall promptly comply with those instructions.

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2. Compensation

In exchange for the providing the Services and the Content, Petco shall provide Influencer the Compensation described in Exhibit A.

3. Ownership and Use of Content

3.1. Petco shall solely and exclusively own and retain all right, title, and interest in and to all Content. To the extent applicable, Petco shall be deemed to be the "author" of all Content and all Content will constitute "works made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.) and any other applicable copyright law. To the extent that any Content does not constitute a work made for hire, Influencer hereby assigns to Petco all right, title, and interest that he/she may have or may hereafter acquire in all Content, including all intellectual property rights therein. Without limiting the foregoing, Influencer hereby waive any so-called "moral rights" or "droit moral" in connection with the use of the Content and the product of Influencer's Services.

[redacted]

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[redacted]

[redacted]

[redacted]

Exhibit A

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[redacted]

Objectives

[redacted]

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- Petco to provide feedback within 2 business days of receipt of final treatments.
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5. Compensation

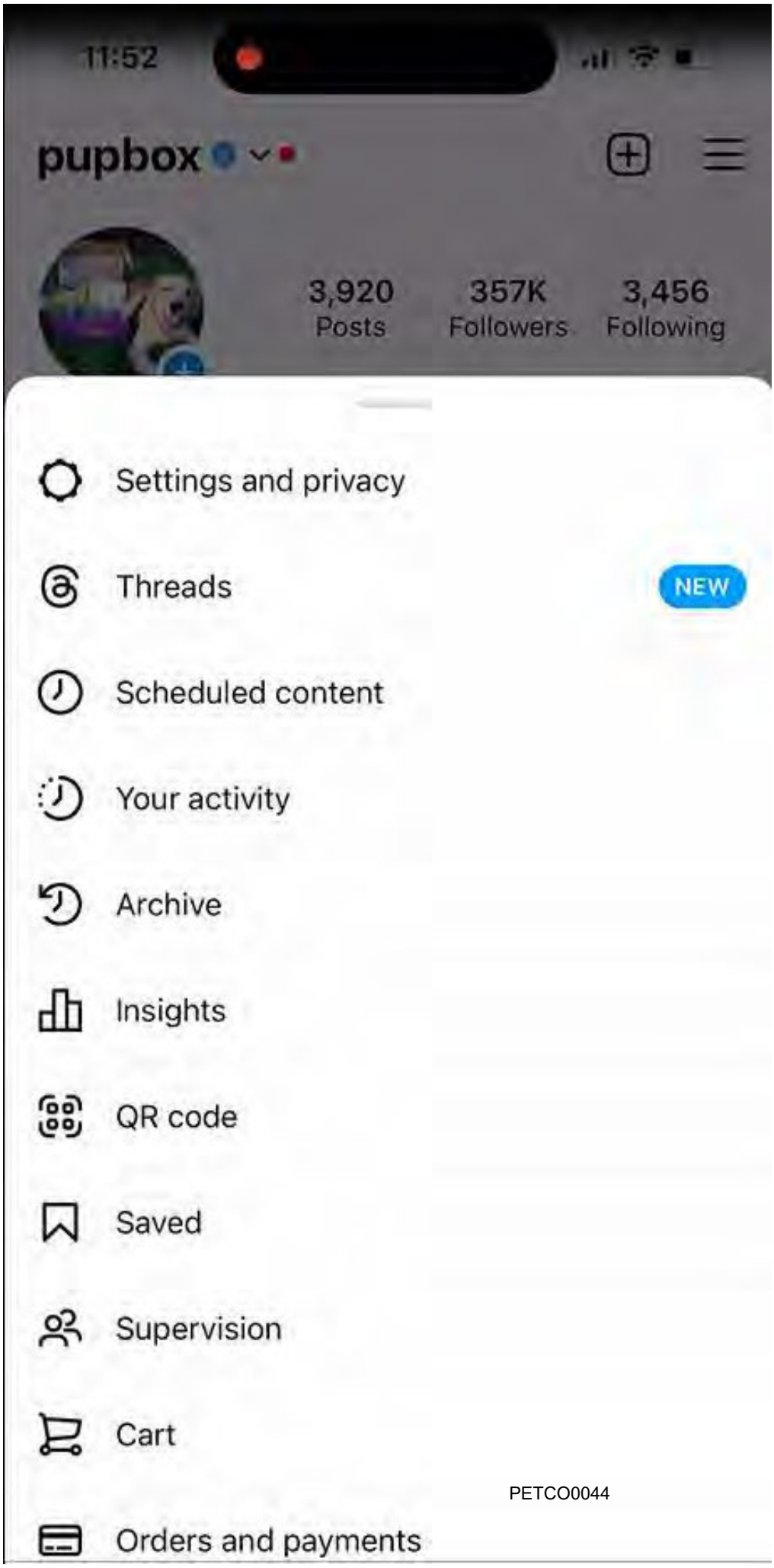
$8,000 USD. Influencer shall submit an invoice for such amount via Petco's provided online portal, OneView. Payment of Influencer's invoice shall be due within sixty (60) days of the latter of the invoice date or Petco's receipt date of each invoice; provided, however, that payment runs are made on the 1st and 15th of each month or the next available banking day if this falls on a weekend or banking holiday, and Petco will make payments due on the next scheduled payment run following day 60.

In addition, to support in content creation, Petco will send Influencer a gift box of product (selected in Petco's sole discretion) and a Petco gift card valued at $200 USD.

6. Communications

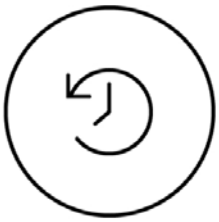
[redacted]

Attachment C


11:52
pupbox
3,920
Posts
357K
Followers
3,456
Following
Settings and privacy
Threads
NEW
Scheduled content
Your activity
Archive
Insights
QR code
Saved
Supervision
Cart
Orders and payments

11:52

Posts archive



No archived posts

When you archive posts, they'll show up here. Only you can see them. Archive posts by tapping on the ••• button or holding down on a post from your profile.

Proof of Delivery

I hereby certify that on Thursday, January 11, 2024, I provided a true and correct copy of the evidence - exhibit 6 to the following:

PETCO ANIMAL SUPPLIES STORES, INC., represented by Amanda Costa, served via ESERVICE at amanda.costa@petco.com

Signed: /s/ Sabrina Giardina