



KAO USA INC. AUTHORIZED RESELLER POLICY FOR THE UNITED STATES
Effective Date: June 1, 2021

This Kao USA Inc. Authorized Reseller Policy for the United States (“Reseller Policy”) is issued by Kao USA Inc. (“Kao”) and applies to Authorized Resellers of the Kao brands set forth in Exhibit A to this Reseller Policy (“Product(s)”) in the United States of America. By purchasing Products from Kao or from an Authorized Kao Distributor for retail sale, you (“Reseller”) agree to adhere to the following terms. Until such status is otherwise revoked by Kao in Kao’s sole and absolute discretion, Reseller shall be considered an “Authorized Reseller.” Kao may review Reseller’s activities for compliance with this Reseller Policy, and Reseller agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Reseller’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Reseller is authorized to sell Products only to End Users in the United States. An “End User” is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Reseller shall not sell or transfer Products to any person or entity Reseller knows or has reason to know intends to resell the Products. Reseller shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Reseller shall not sell, ship, or promote the Products outside the United States of America without Kao’s prior written consent.

2. **Online Sales.** Reseller shall not offer for sale or sell Products on or through any website, online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, and Target+), mobile application, or other online forum without the prior written consent of Kao, granted through execution by Kao of the Kao USA Inc. Authorized Online Seller Agreement or Kao’s other written consent. The terms of this Reseller Policy supersede any prior agreement between Kao and Reseller regarding the sale of the Products on or through websites, mobile applications, and other online forums. Any authorization previously granted to Reseller by Kao to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Reseller shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Reseller shall not make any warranties or representations concerning the Products except as expressly authorized by Kao. Reseller shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Reseller’s business and/or (b) related to the marketing and sale of the Products. Reseller shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Kao or the Products. Reseller shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Reseller shall comply with the Kao USA Inc. Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as Kao may amend from time to time.

5. **Intellectual Property.**

(a) Reseller acknowledges and agrees that Kao or its licensors own all proprietary rights in and to the brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (“Kao IP”). Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Kao IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller’s status as an Authorized Reseller. All goodwill arising from Reseller’s use of the Kao IP shall inure solely to the benefit of Kao.

(b) Reseller’s use of the Kao IP shall be in accordance with any guidelines that may be provided by Kao from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Kao reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the Kao IP at any time, without limitation. In marketing the Products, Reseller shall

only use images of Products either supplied by or authorized by Kao and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Reseller shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Kao product name or any trademark owned by or licensed to Kao, nor a misspelling or confusingly similar variation of any Kao product name or any trademark owned by or licensed to Kao.

6. **Termination.** Kao reserves the right to terminate Reseller's status as an Authorized Reseller with written or electronic notice. Upon termination of a Reseller's status as an Authorized Reseller, Reseller shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Reseller is an Authorized Reseller of Kao Products or has any affiliation whatsoever with Kao; and (iii) using all Kao IP.

7. **Modification.** Kao reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Reseller's continued use, advertising, offering for sale, or sale of the Products, use of the Kao IP, or use of any other information or materials provided by Kao to Reseller will be deemed Reseller's acceptance of the amendments.

EXHIBIT A
KAO BRANDS

1. Jergens®
2. Jergens® Natural Glow®
3. SOL by Jergens®
4. Curél® Body Care
5. Curél® Japanese Facial Care
6. Bioré®
7. Ban®
8. John Frieda®, including John Frieda® Precision Foam Colour™
9. MegRhythm®
10. Bio-Oil®
11. MyKirei by KAO®
12. Wakati®

EXHIBIT B
KAO USA INC.
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Kao regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels.
2. Store Products in a cool, dry place, away from direct sunlight and excessive heat and humidity and in a sanitary storage location with a facility maintenance program that is designed and equipped to prevent pest activity, microbial activity, and other possible contaminants. Store Products in a manner to avoid package damage such as puncturing or damage from over stacking.
3. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
4. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging. Do not dilute Products.
5. Do not resell any Product that has been returned opened or repackaged.
6. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Nonconformance”). If any Nonconformance is identified, do not offer the Product for sale and promptly report the Nonconformance to Kao USA.
7. Be familiar with the Products and any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly and escalate any question or concern to Kao if unable to accurately or promptly respond.
8. Products inventory shall be managed in a “first-in, first-out” (FIFO) manner, with older inventory being sold before newer inventory of the same Product.
9. Cooperate with Kao with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with Kao with respect to any Product recall or other consumer safety information dissemination efforts.
11. Report to Kao any customer complaint or adverse claim regarding the Products and assist Kao in investigating any such complaints or adverse claims.
12. Cooperate with Kao in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.