



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

This Kao USA Inc. Brand Protection Policy for the United States (“Brand Protection Policy”) is issued by Kao USA Inc. (“Kao”) and applies to Authorized Retailers of those products under the Kao brands set forth in Exhibit A to this Brand Protection Policy (“Product(s)”) in the United States of America. By purchasing Products from Kao for retail sale, you (“Retailer”) agree to adhere to the following terms. This Brand Protection Policy supplements any then-current retailer agreement between you and Kao. Until such status is otherwise revoked by Kao, in its sole and absolute discretion, Retailer shall be considered an “Authorized Retailer.” Kao may review Retailer’s activities for compliance with this Brand Protection Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer’s facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer 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 user of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell, ship, or promote the Products outside the United States of America without Kao’s prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A “Permissible Public Website” is a website or mobile application that:

- (i) is operated by Retailer in Retailer’s legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Walmart Marketplace, or Target+); and
- (iii) is operated in compliance with the terms and conditions set forth in the Kao USA Inc. Online Sales Guidelines, attached as Exhibit B, as Kao may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Kao.**

(c) Kao reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Brand Protection Policy supersede any prior agreement between Kao and Retailer regarding the sale of the Products online.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Kao. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer’s business and/or (b) related to the marketing and sale of the Products. Retailer 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. Retailer shall not advertise Products not carried in inventory. Retailer shall only purchase Products from Kao.

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

5. **Intellectual Property.**

(a) Retailer 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"). Retailer 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 Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Kao IP shall inure solely to the benefit of Kao or its licensors.

(b) Retailer'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, Retailer's use or intended use of the Kao IP at any time, without limitation. In marketing the Products, Retailer 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) Retailer 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 Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer 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 Brand Protection Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer'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 Retailer will be deemed Retailer'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. ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Kao or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Kao's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to Kao for review upon request. Retailer agrees to cooperate with Kao in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Kao.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products from End Users.
7. Retailer shall ensure that any third-party logistics provider engaged by Retailer to store inventory or fulfill orders for the Products sold to End Users through the Permissible Public Website is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed to Retailer by Kao. Retailer shall ensure that any such third-party logistics provider stores Retailer's inventory of Products separately from any Products owned by any third party. Upon request by Kao, Retailer shall disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and shall cooperate with Kao in investigating any concerns related to the Products that may relate to Retailer's use of a third-party logistics provider. Under no circumstances shall Retailer permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Retailer's.

EXHIBIT C
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.