

**Clorox Professional Products Company Authorized Re-Distributor Policy**  
**Effective October 8, 2018**

This Clorox Professional Products Company (“**Clorox Professional**”) Authorized Re-Distributor Policy (the “**Policy**”) applies to Re-Distributors of Clorox Professional products (“**Products**”) in the United States and its territories (the “**Territory**”) and supplements any then-current Wholesaler or Re-Distributor agreement (“**Re-Distributor Agreement**”) between you and Clorox Professional. By purchasing Products from Clorox Professional for distribution to Authorized Distributors (as hereinafter defined), you (“**Re-Distributor**,” “**you**” or “**your**”) agree to adhere to the following terms and conditions. If you do not agree to adhere to the terms herein, do not purchase Products for purposes of resale. Until such status is otherwise revoked by Clorox Professional, Re-Distributor shall be considered an “**Authorized Re-Distributor**” hereunder. In addition to all other available remedies, if Re-Distributor violates this Policy, Clorox Professional reserves the right to terminate Re-Distributor’s status as an Authorized Re-Distributor through written notice.

**1. Sales to Authorized Distributors.**

**1.1** Products shall be sold only to Authorized Distributors. An “**Authorized Distributor**” (i) is an individual or business entity that purchases the Products from an Authorized Clorox Professional Re-Distributor located within the United States and resells the Products as part of a commercial enterprise; (ii) has received and adheres to the Clorox Professional Products Company Authorized Distributor Sales Policy; and (iii) has not had its Authorized Distributor status revoked by Clorox Professional. Authorized Distributors are determined by Clorox Professional in its sole discretion. For purposes of this Policy, Authorized Distributors shall not include any person or entity with a direct customer relationship with Clorox Professional, including but not limited to Amazon.com; sales by Re-Distributor to these entities are prohibited unless written authorization is provided from Clorox Professional. Re-Distributor shall not sell directly to end users of the Products without prior written authorization from Clorox Professional (such authorization includes but is not limited to a signed Dual House Master Re-Distributor Agreement).

**1.2** Re-Distributor must provide the Clorox Professional Authorized Distributor Sales Policy as well as other applicable policies to its customers or prospective customers. If the customer or prospective customer accepts the Authorized Distributor Purchase Terms and Conditions, Re-Distributor may thereafter sell Products to such Authorized Distributor unless and until Clorox Professional revokes such Authorized Distributor’s status. If any customer ceases to comply with the Authorized Distributor Purchase Terms and Conditions, Re-Distributor must immediately notify Clorox Professional and, if directed by Clorox Professional, discontinue sale of the Products to that customer. Sales of the Products to any persons or entities other than Authorized Distributors who Re-Distributor knows or has reason to know (either by being informed by Clorox Professional or by any other means) intend to resell the Products shall be deemed a material breach of this Policy and may result in sanctions from Clorox Professional, including termination of Re-Distributor’s status as an Authorized Re-Distributor, in addition to all other available remedies. Products sold to unauthorized persons, including sellers whose Authorized Distributor status has been revoked, and Products sold through unauthorized channels, including unauthorized websites, shall not be eligible for certain Clorox Professional promotions, services, and/or benefits, including, unless prohibited by law, coverage under any Clorox Professional Product guarantees.

**1.3** Re-Distributor shall not sell the Clorox Healthcare, Clorox Commercial Solutions, or Clorox Pro branded Products to any individual or entity that sells or intends to sell the Products to non-commercial or non-institutional consumers in a public retail setting, whether via in-store or online sales. If Re-Distributor learns that one of its customers is selling or intends to sell the Products to non-commercial or non-institutional consumers in a public retail setting, Re-Distributor shall cease all sales to such customer and inform Clorox Professional of the customer's conduct.

Clorox Professional reserves the right to request information from Re-Distributor regarding where and to whom the Products are being sold, and Re-Distributor shall furnish that information upon request. Re-Distributors are required to provide trace data on a monthly basis per existing Master Re-Distributor Agreements.

## **2. Re-Distributor's Obligations.**

**2.1** Re-Distributor shall support Clorox Professional's sales programs and use best efforts to further the sale of the Products to Authorized Distributors within the Territory.

**2.2** Re-Distributor shall not market for sale, sell, invoice, promote, or ship the Products to any individual or business outside the Territory, or to any individual or business known or suspected to resell the Products outside the Territory, without obtaining Clorox Professional's prior written consent.

**2.3** Re-Distributor is not authorized to sell within the Territory Products purchased outside the Territory, without obtaining Clorox Professional's prior written consent.

**2.4** Re-Distributor acknowledges that due to EPA and state regulations, the Clorox Healthcare™ Hydrogen Peroxide branded products can only be sold in healthcare settings, including but not limited to hospitals, nursing homes, physician offices or to healthcare professionals needing to disinfect their professional medical setting. Re-Distributor agrees to take all reasonable steps to ensure that the Authorized Distributors to which it sells Clorox Healthcare™ Hydrogen Peroxide branded products are advised of this requirement.

### **2.5 Online Sales**

**2.5.1** Re-Distributor may not sell the Products online anonymously. Re-Distributor is permitted to market for sale or sell the Products to Authorized Distributors only through websites owned or operated by the Re-Distributor, provided that such websites identify Re-Distributor's full legal name, mailing address, telephone number, and email address. At Clorox Professional's request, Re-Distributor must notify Clorox Professional in writing of any owned and operated websites operating under a different business name than Re-Distributor's legal name.

**2.5.2** Re-Distributor shall not market for sale or sell the Products directly to end users of the Products through websites owned or operated by Re-Distributor, or websites owned and operated by any subsidiary or "D/B/A" of Re-Distributor, without the prior written consent of Clorox Professional.

**2.5.3** Re-Distributor shall not sell the Products on or through any other website(s), including any third-party marketplace website including but not limited to Amazon,

eBay, Jet, Rakuten, or Walmart Marketplace without the prior written consent of Clorox Professional.

**2.5.4** Unless separately authorized by Clorox Professional, Re-Distributor shall not hold inventory of the Products at any third-party fulfillment center nor use any third-party fulfillment service, such as Amazon Fulfillment Services, to fulfill any orders for the Products.

**2.5.5** Clorox Professional reserves the right to limit sales of its Products, including online. Clorox Professional reserves the right to terminate, at any time and in its sole discretion, its approval for Re-Distributor to market and sell Products online, and you must cease all such marketing and sales immediately upon receiving notice of such termination.

**2.5.6** Nothing in this paragraph 2.5 is intended to or shall modify the prohibition on marketing for sale, selling, invoicing, promoting, or shipping Products outside of the Territory without Clorox Professional's prior written consent.

**2.6** Re-Distributor shall carry an inventory of the Products adequate to meet the needs of its customers.

**2.7** Re-Distributor shall sell units of Products in their original packaging, with all seals intact. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any lot code, batch code, UPC number, or other identifying information on Products is prohibited. Further, Re-Distributor may not remove, translate, or modify the contents of any label or literature on or accompanying the Products.

**2.8** Re-Distributor shall store all Products in accordance with any storage guidelines specified by Clorox Professional.

**2.9** Re-Distributor shall cooperate with Clorox Professional in any recall of the Products or other consumer safety dissemination effort.

**2.10** Re-Distributor shall maintain accurate and up-to-date company information and shall promptly notify Clorox Professional of any change in Re-Distributor's telephone number, mailing address, email address, or other contact information by emailing [PPDCustomerService@Clorox.com](mailto:PPDCustomerService@Clorox.com).

**2.11** Re-Distributor shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

**3. Product Inspection.** Re-Distributor shall inspect the Products for damage, defect, evidence of tampering, or other nonconformance immediately upon receipt. If any product is damaged, defective, or otherwise nonconforming (a "**Defective Product**"), Re-Distributor must not offer the Defective Product for sale and must report the defect to Clorox Professional, consistent with Clorox Professional's existing order to cash policy. Furthermore, Re-Distributor shall regularly inspect its inventory for expired or soon-to-be expired Products and shall remove those Products from inventory. Re-Distributor shall not sell expired Products.

**4. Customer Service.** Re-Distributor's sales personnel should be able to accurately describe, demonstrate, and sell each Product kept in Re-Distributor's inventory. To the extent Re-Distributor is unable to answer any customer inquiry regarding the Products, Re-Distributor shall contact Clorox Professional to obtain the information necessary to address the customer's question. At all times, Re-Distributor and Re-Distributor's agents must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of the Clorox Professional brand. Re-Distributor agrees to cooperate fully with Clorox Professional in any investigation or evaluation of such matters.

**5. Consumer Confusion.** Re-Distributor shall not advertise, market, display, or demonstrate non-Clorox Professional products together with the Products in a manner that would create the impression that the non-Clorox Professional products are made by, endorsed by, or associated with Clorox Professional. Re-Distributor shall not advertise, offer for sale, or sell any Products as genuine that in fact are not or falsely or inaccurately represent the features of any Products.

**6. Intellectual Property.** Re-Distributor acknowledges and agrees that Clorox Professional or its affiliates own all proprietary rights in and to the Clorox Professional brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "**Clorox Professional IP**"). Re-Distributor shall refrain from questioning or challenging the rights claimed by Clorox Professional or its affiliates in the Clorox Professional IP or assisting any others in doing so. Re-Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Clorox Professional IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Re-Distributor's status as an Authorized Re-Distributor. Clorox Professional reserves the right to review and approve, in its sole discretion, Re-Distributor's use or intended use of the Clorox Professional IP at any time, without limitation. Re-Distributor's use of the Clorox Professional IP shall be in conformance with any guidelines that may be provided by Clorox Professional and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from Re-Distributor's use of the Clorox Professional IP shall inure solely to the benefit of Clorox Professional or its affiliates.

**7. Termination.** Upon termination of Re-Distributor's status as an Authorized Re-Distributor, Re-Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Re-Distributor is an Authorized Re-Distributor of Clorox Professional Products or has any affiliation whatsoever with Clorox Professional; and (iii) using all Clorox Professional IP.

**8. Availability of Injunctive Relief.** If there is a breach or threatened breach of paragraphs 1 through 7 of this Policy, it is agreed and understood that Clorox Professional shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Clorox Professional to exercise any right(s) herein or to insist upon full compliance by Re-Distributor with Re-Distributor's obligations herein shall constitute a waiver of any provision or otherwise limit Clorox Professional's right to fully enforce any or all provisions and parts thereof.

**9. Miscellaneous.** Clorox Professional reserves the right to update, amend, or modify this Policy upon written notice to Re-Distributor. Unless otherwise provided, such amendments will take effect immediately and Re-Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Clorox Professional IP, or use of any other information or materials provided by Clorox Professional to Re-Distributor under this Policy following notice of the amendments will be deemed Re-Distributor's acceptance of the amendments. If any provision of this Policy is held contrary to law, the

remaining provisions shall remain valid. The terms of this Policy and any dispute arising under it shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California without reference to conflicts of laws principles.