

# E.L.F. BEAUTY

## AUTHORIZED DISTRIBUTOR POLICY FOR THE UNITED STATES

Effective Date: February 17, 2025

This e.l.f. Beauty Authorized Distributor Policy for the United States ("Distributor Policy") is issued by e.l.f. Cosmetics, Inc. on behalf of itself and its affiliates for the e.l.f. Beauty family of brands (collectively, "we") and applies to Authorized Distributors of products sold under the e.l.f. Beauty family of brands, which include those listed at [www.elfbeauty.com/brands](http://www.elfbeauty.com/brands) ("Product(s)"), in the United States of America. By purchasing Products from us for distribution to Authorized Resellers (as defined below), you ("you") agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and us. Until such status is otherwise revoked by us in our sole and absolute discretion, you shall be considered an "Authorized Distributor." We may review your activities for compliance with this Distributor Policy, and you agree to cooperate with any such investigation, including, but not limited to, permitting inspection of your facilities and records related to the sale of the Products.

### 1. **Only Sales to Authorized Resellers.**

(a) You are authorized to sell Products that you purchase from us only to Authorized Resellers in the United States. An "Authorized Reseller" is an individual or business entity that:

- (i) purchases Products from an Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the e.l.f. Beauty Authorized Reseller Policy for the United States ("Reseller Policy");
- (iii) does not have a direct purchasing relationship with us; and
- (iv) has not had its Authorized Reseller status revoked by us or been identified by us as ineligible to become an Authorized Reseller.

(b) If any customer or prospective customer of yours is not yet an Authorized Reseller, you shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, you may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until we revoke such status. Authorized Resellers are determined by us in our sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, you shall not supply, transfer, or sell Products to any entity that operates a third-party online marketplace platform and also acts as a retailer on its platform, including, but not limited to, Amazon, Target, Walmart, or similar platforms (i.e., no 1P sales).

(d) You shall not sell Products to Consumers without our prior written consent. A "Consumer" is any 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.

(e) You shall cease or suspend sales to any customer promptly upon our request.

(f) You shall not sell, ship, or promote the Products outside of the United States of America or to anyone you know or have reason to know intends to sell, ship, or promote the Products outside of the United States of America without our prior written consent.

(g) You shall distribute policies, updates to policies, Product information, educational materials, and other information to your Authorized Reseller customers as requested by us from time to time.

2. **Online Sales.** You shall not offer for sale or sell Products on or through any Publicly Accessible Website without our prior written consent.

(a) A "Publicly Accessible Website" is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without our prior written consent.**

(c) A website operated by you to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between you and us regarding the sale of the Products online. Any authorization previously granted to you by us to sell the Products on or through a Publicly Accessible Website is hereby revoked.

3. **Sales Practices.** You shall conduct your 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. You shall not make any warranties or representations concerning the Products except as expressly authorized by us. You shall comply with all applicable laws, rules, regulations, and policies (a) applicable to your business and/or (b) related to the marketing and sale of the Products. You shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to our reputation or the reputation of the Products. You shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** You shall comply with the e.l.f. Beauty Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as we may amend from time to time.

5. **Intellectual Property.**

(a) You acknowledge and agree that we own all proprietary rights in and to our brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "e.l.f. Beauty IP"). You are granted a limited, non-exclusive, non-transferable, revocable license to use the e.l.f. Beauty IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of your status as an Authorized Distributor. All goodwill arising from your use of the e.l.f. Beauty IP shall inure solely to our benefit.

(b) Your use of the e.l.f. Beauty IP shall be in accordance with any guidelines that may be provided by us from time to time and must be commercially reasonable as to the size, placement, and other manners of use. We reserve the right to review and approve, in our sole discretion, your use or intended use of the e.l.f. Beauty IP at any time, without limitation. In marketing the Products, you shall only use images of Products either supplied by or authorized by us and shall ensure that all Product images and descriptions are accurate and up to date.

(c) You shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or trademark, nor a misspelling or confusingly similar variation of any Product name or trademark.

6. **Termination.** We may terminate your status as an Authorized Distributor of some or all Products with written or electronic notice. Upon termination of your status as an Authorized Distributor of some or all Products, you must immediately cease (i) selling the applicable Products; (ii) acting in any manner that may reasonably give the impression that you are an Authorized Distributor of the applicable Products; and (iii) using the e.l.f. Beauty IP related to the applicable Products.

7. **Modification.** We may amend this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and your continued use, advertising, offering for sale, or sale of the Products, use of the e.l.f. Beauty IP, or use of any other information or materials provided by us to you will be deemed your acceptance of the amendments.

# E.L.F. BEAUTY

## EXHIBIT A

### **E.L.F. BEAUTY PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by us regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels.
2. In addition to any storage requirements set forth on Product labels, store Products in a sanitary and pest-free storage location with controls/conditions that are consistent with industry standards for cosmetics and skincare products in order to generally prevent contamination or degradation of the Products.
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 unless expressly agreed by us.
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 “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to us using the methods that you typically inform us of defects or other product issues. You may also report the Defect to Reseller\_Program@elfbeauty.com.
7. Inspect inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired or, within 90 days of expiration. Destroy or dispose of expired or soon-to-be expired Products in accordance with our instructions and applicable law. Please note that not all of our Products have expiration dates.
8. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as 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.
9. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by us. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. We reserve the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to us. Cooperate with us in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with any Product tracking systems that we may implement from time to time.
11. Cooperate with us with respect to any Product recall or other consumer safety information dissemination efforts.
12. Implement commercially reasonable loss prevention and anti-diversion measures. Notify us promptly in the event of a theft or other loss of a material quantity of Products.
13. Report to us any customer complaint or adverse claim regarding the Products and assist us in investigating any such complaints or adverse claims.
14. Cooperate with us 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.