

E.L.F. BEAUTY

AUTHORIZED RETAILER POLICY FOR THE UNITED STATES

Effective Date: February 17, 2025

This e.l.f. Beauty Authorized Retailer Policy for the United States ("Retailer 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 Retailers of products sold under the e.l.f. Beauty family of brands, which include those listed at www.elfbeauty.com/brands ("Product(s)"), in the United States of America. By purchasing Products from us for retail sale, you ("you") agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer 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 Retailer." We may review your activities for compliance with this Retailer 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 Consumers.** You are authorized to sell Products only to Consumers in the United States. 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. You shall not sell or transfer Products to any person or entity you know or have reason to know intends to resell the Products. You may not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. You shall not sell, ship, or promote the Products outside the United States of America without our prior written consent.

2. **Online Sales.**

(a) You are 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 you in your legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the e.l.f. Beauty Online Sales Guidelines, attached as Exhibit A, as we may amend from time to time.

(b) **You 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 our prior written consent.**

(c) We reserve the right to terminate, at any time and in our sole discretion, our approval for you to offer for sale and sell Products on the Permissible Public Websites, and you must cease all such offering for sale and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer 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 website, mobile application, or other online forum is 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. You shall only purchase Products from us.

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

7. **Modification.** We may amend this Retailer 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 to you by us will be deemed your acceptance of the amendments.

EXHIBIT A

E.L.F. BEAUTY ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by the applicable e.l.f. Beauty brand (the "Brand") or any party other than you.
2. Anonymous sales are prohibited. Your 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 our request, you 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 you shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. You agree to provide copies of any information related to customer feedback (including any responses to customers) related to your sale of the Products to us for review upon request. You agree to cooperate with us in the investigation of any negative online review associated with your sale of the Products and to use reasonable efforts to resolve any such reviews. You shall maintain all records related to customer feedback for at least 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 you to disclose identifying information about your customers to us.
5. You may only use Brand/Product related images and copy (e.g., Product details, ingredient list, how to use, FAQs or other similar information) as provided by us on the Permissible Public Websites. You may not edit any Brand/Product related images and copy provided by us without our approval.
6. The Permissible Public Websites shall comply with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
7. You 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.
8. Except where you have entered into a drop-shipment arrangement with us whereby we ship Products on your behalf to customers who order Products through Permissible Public Websites, under no circumstances shall you permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own.

EXHIBIT B

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.