

TERMS AND CONDITIONS APPLICABLE TO THE LEGAL COMPLIANCE SERVICES / SINGLE SEARCH

These Terms and Conditions applicable to the Legal Compliance Services / Single Search (together with any other documents referred to herein the “**Agreement**”) are a legal agreement made by and between CosmEthics Oy, a Finnish company with business identity code 2577445-9, having its registered domicile at Mariankatu 13b A 18, 00170 Helsinki (hereinafter “**CosmEthics**”, “we”, “us”, “our”) and the following entity:

Customer Information:

Company name:

Company Business ID:

Company address:

City:

Zip code:

Country:

Contact person:

Phone:

 () -

Email address:

(the “**Customer**” or “**you**”).

CosmEthics and the Customer are hereafter each also referred to as a “**Party**” and collectively as the “**Parties**”.

This Agreement governs the relationship between CosmEthics and Customer in connection with CosmEthics Legal Compliance Services for Single Search. By submitting an online order for the Services, you agree to

the terms of this Agreement. If you do not agree with the terms of this Agreement, you must not accept this Agreement. If you are entering into this Agreement on behalf of the Customer or other legal entity, you represent that you have the authority to bind such entity to this Agreement. If you lack such authority, you may not accept this Agreement or use the Services.

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of the Agreement is the analysis of cosmetic ingredient compliance of Customer Products (as defined below) with the EU Cosmetic ingredient database CosIng Annex II (*"List of substances prohibited in cosmetic products"*).

2. SERVICES

- 2.1 The Customer shall supply to CosmEthics certain data pertaining to the cosmetic products that the Customer wishes to include within the scope of CosmEthics' Services under this Agreement ("**Customer Products**"). The data provided by the Customer to CosmEthics is hereafter referred to as the "**Customer-Supplied Data**".
- 2.2 CosmEthics' services hereunder (the "**Services**") consist of automated ingredient compliance analysis, which uses ingredient data in International Nomenclature of Cosmetic Ingredients ("**INCI**") format (for the sake of clarity not in common trivial name format). The analysis compares the INCI of the Customer Products to the list of ingredients in CosIng Annex II. As a result of the Services, CosmEthics delivers to the Customer an automatically generated analysis of any non-conformities found (the "**Analysis**"). The Analysis is delivered within fourteen (14) days of the submission of the order. For the sake of clarity, the Customer receives one (1) Analysis hereunder. For any subsequent analyses, the Customer shall make a new order.
- 2.3 CosmEthics provides the Analysis either:
 - (i) based solely on the Customer-Supplied Data (ingredient information provided by the Customer in the submitted analysis request together with the barcode of the Customer Products); or
 - (ii) if the Customer-Supplied Data does not include ingredient information, based on the barcode provided by the Customer and using CosmEthics' proprietary database of ingredient information in its then-current form.

The Customer shall select either option (i) or (ii) in connection with submitting the online order hereunder.
- 2.4 The Customer shall primarily deliver the Customer-Supplied Data in Microsoft Excel form in connection with submitting the online order hereunder. In case the product ingredient information is neither included in the Customer-Supplied Data nor in CosmEthics' proprietary database, then CosmEthics may request the Customer to deliver supplemental Customer-Supplied Data, in particular pictures of Customer Product ingredient listings.

3. FEES AND PAYMENTS

- 3.1 The fees for the Services shall be based on the number of the Customer Products. The Customer shall pay CosmEthics the fees set out in connection with the online order and using the methods available therein and in accordance with any payment instructions therein. The Customer agrees to the terms and conditions applicable to the selected payment method. CosmEthics is not responsible or liable for any issues related to the services provided by the payment provider in connection with the purchase. Late payment interest for due but unpaid amounts shall be paid in accordance with the Finnish Interest Act.
- 3.2 All fees and prices are stated exclusive of any income tax, value-added taxes (VAT), sales or use taxes and any other taxes, duties or levies applicable. The Customer shall be liable for any taxes and levies that may be applicable. Any and all fees and prices shall be paid in Euros, if not specifically stated otherwise.

4. USE OF CUSTOMER-SUPPLIED DATA

- 4.1 It is acknowledged that by virtue of the EU Cosmetic Regulation (Regulation (EC) No 1223/2009 of the European Parliament and of the Council on cosmetic products as amended) and Finnish Law on Cosmetic Products (492/2013 as amended), the Customer-Supplied Data constitutes data that must be kept available for consumers.
- 4.2 CosmEthics is permitted to utilize the Customer-Supplied Data in its business, including without limitation the development and usage of cosmetic product services (such as mobile application and CosmEthics' proprietary database of product ingredient information). This Agreement imposes no restrictions on the utilization of the Customer-Supplied Data by CosmEthics. The rights granted to CosmEthics under this Section 4 shall also apply to any data enriched based on CosmEthics' proprietary database in accordance with Section 2.3 option (ii), and such enriched data shall be considered Customer-Supplied Data for the purposes of this Agreement.
- 4.3 The Customer grants to CosmEthics a perpetual, irrevocable, non-exclusive, worldwide, transferable, royalty-free and fully paid right and license, with the right to sublicense and assign, to reproduce, distribute, transmit, publicly perform, publicly display, digitally perform, modify, create derivative works of, incorporate into other works and otherwise use and commercially exploit the Customer-Supplied Data. For the sake of clarity and without limiting the generality of the foregoing, the Customer acknowledges and agrees that the Customer-Supplied Data may be included in the publicly available version of CosmEthics' proprietary database and will be available for all users of CosmEthics' products and services (as opposed to only the Customer) without any compensation to the Customer.
- 4.4 Moreover, by delivering a copy of the Customer-Supplied Data to CosmEthics, the Customer transfers to CosmEthics the ownership to such copy of the Customer-Supplied Data.
- 4.5 For the sake of clarity, CosmEthics may use the Customer-Supplied Data and/or otherwise utilize the Customer-Supplied Data against any payment(s) from any third parties or for free, in each case without any compensation to the Customer. Among other things, the permitted uses of Customer-Supplied Data may include ingredient analysis, which triggers alerts or comments regarding product compositions. For the sake of clarity, CosmEthics is not liable for these alerts or comments.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Intellectual Property Rights, in and to CosmEthics' proprietary product ingredient database and other products and services of CosmEthics, are and shall at all times remain the sole and exclusive property of CosmEthics and/or its licensors. For the purposes of this Agreement, "**Intellectual Property Rights**" means copyrights and other similar rights and related rights (including database and catalogue rights), patents, utility models, trademarks, trade secrets, know-how, data and any other form of registered or unregistered intellectual property rights as well as any applications for any of the foregoing. The Customer acknowledges that CosmEthics does not transfer any of its Intellectual Property Rights to the Customer under this Agreement. All rights not expressly granted to the Customer under this Agreement shall be retained by CosmEthics and/or its licensors.
- 5.2 The Customer shall not obtain any rights to any product ingredient information or other information or data provided by CosmEthics under this Agreement (including, without limitation, any product ingredient information that CosmEthics may provide to enrich the Customer-Supplied Data) and CosmEthics retains all rights with respect to such information or data. Under this Agreement, the Customer only obtains the limited right to use the Analysis for the Customer's internal business purposes.

6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1 Each Party represents and warrants that it has the right and capacity to enter into this Agreement.
- 6.2 The Customer represents and warrants that:
- (i) The Customer owns, or has the necessary licenses, rights, and/or consents (x) to submit the Customer-Supplied Data to CosmEthics and (y) that are necessary for the reproduction, distribution, transmission, public performance, public display, and other exploitation of the Customer-Supplied Data as permitted in this Agreement;

- (ii) The Customer holds a title to the Customer-Supplied Data in the form transferred to CosmEthics; and
- (iii) The Customer-Supplied Data and CosmEthics' inclusion of it in CosmEthics' proprietary database and exercise of CosmEthics' other rights as stated in this Agreement, do not and will not violate, misappropriate or infringe any Intellectual Property Rights or other rights of any third party, including but not limited to trademark rights or copyrights of any third party and that entering into this Agreement does not cause any breach of applicable legislation or agreement(s) with any third party.

7. NO WARRANTY

- 7.1 The Services are provided on an "AS IS" and "AS AVAILABLE" basis. CosmEthics makes no warranty and disclaims all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content delivered as a part of the Services, including without limitation the Analysis. No warranty or representation is given that the Services will meet the Customer's requirements, or that the Services will be uninterrupted, secure or error-free, or that defects in the Services will be corrected. Furthermore, no warranty or representation is given regarding the use or the results of the use of the Services, including without limitation the Analysis. CosmEthics explicitly disclaims any warranties of merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained from CosmEthics' representatives, will create any warranty not expressly made herein.
- 7.2 Without limiting the generality of Section 7.1 above, CosmEthics makes no warranty and explicitly disclaims any and all liability for product or ingredient information provided by CosmEthics or for any inaccuracies thereof. The Customer acknowledges and agrees that product information and ingredient information that may be used in the provision of the Services (in particular, if the Customer-Supplied Data does not include product ingredient information) is based on information CosmEthics has obtained from third parties and also consumer inputs of data and that CosmEthics therefore cannot guarantee the correctness of the information.
- 7.3 As the Customer's sole remedy for any erroneous information received as a result of the Services (for example but not limited to, if the product ingredient information included in the Customer-Supplier Data differs from the ingredient information included in CosmEthics' proprietary database or in case of any errors resulting from mistakes in translation from chemical name to INCI name, or wrong categorisation of rules), CosmEthics shall either:
- (i) refund the cost of the relevant search for the Customer Product regarding which erroneous information was delivered; or
 - (ii) re-perform the search.

For the sake of clarity, the refund shall only apply to the fee paid for such Customer Product(s) regarding which erroneous information was delivered and not to the fees paid for any other Customer Products that are or were delivered to CosmEthics by the Customer hereunder. The same applies to the re-performance of the search.

#1060
1397v
4

8. LIMITATION OF LIABILITY

- 8.1 CosmEthics shall not be liable for any indirect, special or consequential damages resulting from the Agreement or for any damage incurred by any third party, including without limitation any of the Customer's customers. Without limiting the generality of the foregoing, it is expressly agreed that CosmEthics shall not under any circumstances be liable for any costs or damages related to or arising out of any product recalls, even if such recalls would be found to be unnecessary.
- 8.2 In no event shall CosmEthics' liability arising under the Agreement exceed the fees paid by the Customer for the Services hereunder, or EUR 100 whichever is less.

9. INDEMNIFICATION

- 9.1 The Customer shall defend, indemnify, and hold CosmEthics harmless from any and all consequences (including without being limited to liabilities, damages, losses, costs and expenses) of any and all

third-party claims, suits, actions or demands asserted directly or indirectly against CosmEthics related to and/or arising directly or indirectly out of any Customer-Supplied Data, the Customer's use of the Analysis, and/or Customer's breach of this Agreement, including without limitation any claims, suits, actions or demands related to and/or arising directly or indirectly from product liability, product safety, personal injury and/or death, loss of and/or damage to property.

10. FORCE MAJEURE

- 10.1 Except for payment obligations, neither Party shall be deemed to be in breach of the Agreement as long as its failure to perform any of its obligations hereunder is caused solely by a Force Majeure Event. If such event persists for over sixty (60) days, a Party may terminate this Agreement immediately upon written notice to the other Party. For the purposes of this Agreement, "**Force Majeure Event**" means any circumstances beyond the reasonable control of either Party which they cannot reasonably be deemed to have contemplated at the time of the conclusion of the Agreement and the consequences of which they could not reasonably have avoided or overcome, including but not limited to accident, explosion, fire, storm, earthquake, flood, drought, the elements, strikes, lockouts, labour disputes, riots, sabotage, terrorist acts, civil war or revolution, war, failure or delay of transportation, the bankruptcy of any supplier, acts of governments and their agencies, and governmental or their agencies' laws, regulations, rules, orders and decrees, or other legislative, administrative or judicial mandates.

11. TERM AND TERMINATION

- 11.1 **Term.** This Agreement shall become effective on the date when it has been approved by each Party. The Agreement shall be deemed approved by the Customer when the Customer submits the online order hereunder. The Agreement shall be deemed approved by CosmEthics when CosmEthics has sent the Customer an order confirmation to the email address provided by the Customer in connection with the order. The Agreement shall remain in force until the Services and other obligations of the Parties hereunder have been performed.
- 11.2 **Termination for Cause.** A Party may terminate this Agreement, with immediate effect if the other Party substantially breaches the provisions of this Agreement and fails to correct, where correctable, the breach within fourteen (14) days of having received written notice of the breach.
- 11.3 **Termination for Insolvency.** CosmEthics may terminate this Agreement with immediate effect, in whole or in part, if the Customer becomes bankrupt, liquidated or insolvent or enters any proceedings in this regard which can reasonably be considered to weaken its ability to make payments.
- 11.4 **Survival; Effects of Termination.** The provisions of this Agreement which have expressly been stated to survive or which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive, including, without limitation, Sections 4 (Use of Customer-Supplied Data), 5 (Intellectual Property Rights), 6 (Representations and Warranties of the Parties), 7 (No Warranty), 8 (Limitation of Liability), and 9 (Indemnification). For the sake of clarity and without limiting the generality of the foregoing, any licenses granted to CosmEthics by the Customer to use the Customer-Supplied Data are perpetual and shall survive the expiration or termination of this Agreement and CosmEthics receives irrevocable, license-free ownership, and a title to the copy of the Customer-Supplied Data provided by the Customer and may thus utilize the Customer-Supplied Data at CosmEthics' sole discretion before and after the termination of this Agreement including the right to modify and transfer the Customer-Supplied Data to any third parties. Upon expiry or termination of this Agreement, the Customer shall promptly return any possible Confidential Information of CosmEthics.

12. MISCELLANEOUS

1. **Governing Law and Dispute Resolution.** The Agreement shall be governed by and construed in accordance with the laws of Finland, without reference to its conflict of laws or private international law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be settled by the District Court of Helsinki, acting as the first instance.
2. **Assignment.** Unless expressly agreed otherwise, neither this Agreement, nor any interest hereunder shall be assignable by the Customer without prior written consent of CosmEthics. CosmEthics shall be entitled to assign and transfer this Agreement to an affiliate or as a part of a sale of its business

operations pertaining to this Agreement or a part thereof or in connection with a merger, reorganization, or change of control or ownership of CosmEthics and CosmEthics' ownership structure, and any possible change thereof does not require written notification to the Customer, and does not constitute breach or other grounds of termination of this Agreement.

3. **Notices.** Notices required under this Agreement shall be deemed sufficient if made in writing and delivered personally, by registered mail, or by e-mail to the other Party at the address shown in the online order or at that Party's last known address. The Customer undertakes to notify CosmEthics of any change in its contact information within fourteen (14) days.
4. **Amendments.** Except to the extent otherwise explicitly provided in this Agreement, no modification of this Agreement will be valid unless made in writing by both Parties. However and for the sake of clarity, the Customer acknowledges that CosmEthics may from time to time make amendments to these Terms and Conditions applicable to the Legal Compliance Services / Single Search and any Services ordered are always provided in accordance with the terms and conditions in force at the time the Customer electronically accepts the Agreement.
5. **Reference Use.** The Customer agrees that CosmEthics may use the Customer's name in its public relations material and any other marketing material.
6. **Feedback.** The Customer acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, bug reports or other information about the Services ("**Submissions**") provided by the Customer are non-confidential and shall become CosmEthics' sole property and the Customer assigns all rights in these Submissions to CosmEthics. CosmEthics shall own exclusive rights, including all Intellectual Property Rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to the Customer.
7. **Subcontracting.** The Customer acknowledges and agrees that CosmEthics shall have the right to use subcontractors in the performance of its obligations hereunder.
8. **No waiver.** A failure by any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.
9. **Entire Agreement; Headings; Drafting.** This Agreement (including any appendices) represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof. This Agreement shall be construed as having been mutually drafted by the Parties without regard to any actual division of responsibility in the drafting hereof. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.
10. **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity of the remainder of this Agreement shall not be affected.
11. **Appendices.** Any appendices appended to this Agreement constitute an integral part of this Agreement.

#1060
1397v
4

13. DATA UPLOAD; PRICE

Data Upload

Please upload data by choosing either one of the following options:

UPLOAD DATA – bar code and ingredient information included

or

UPLOAD DATA – ingredient information not included but to be provided by CosmEthics based on its proprietary database

Price for the Services

Price for the Single Search is EUR 2,00 / product.

Based on the number of Customer Products included in the uploaded data, the total price is:

-

14. SIGNATURE AND PAYMENT

By selecting the "I agree" box and clicking the "Submit order and pay" button, you are signing the Service Agreement Regarding Legal Compliance Services / Single Search electronically, agreeing that you are the an authorized representative for the entity becoming a Party to the Agreement, that you have read the Agreement, and that the entity is legally bound by the terms and conditions of the Agreement. You agree your electronic submission is the legal equivalent to your manual signature on this Agreement and represent that you are authorized to bind the entity to this Agreement.

I AGREE

Name:

Title:

E-mail address:

Today's date