

## KIMBERLY-CLARK MASTER SERVICES CLICKWRAP AGREEMENT

**CAREFULLY READ THE FOLLOWING AGREEMENT! THIS MASTER SERVICES CLICKWRAP AGREEMENT (THE "AGREEMENT") CONTAINS IMPORTANT INFORMATION ABOUT RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. BY CLICKING ON THE "ACCEPT" BUTTON, COMPANY IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT AND COMPANY'S AUTHORIZED REPRESENTATIVE REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO COMMIT COMPANY TO THE TERMS AND CONDITIONS OF THE AGREEMENT AND TO SIGN THE AGREEMENT ON COMPANY'S BEHALF.**

In consideration of the mutual covenants contained herein, the parties to the Agreement agree as follows:

### 1. Services.

1.1. Company shall provide K-C with the services (the "Services") including, but not limited to, all tangible and intangible work products (the "Deliverables") in accordance with each request issued under this Agreement (referred to herein as the "Statement of Work" or "SOW"). Services and Deliverables may be collectively referred to herein as "Services". No Services are ordered nor is K-C obligated to procure Services by this Agreement. Services will be ordered by a written SOW issued by K-C.

1.2. K-C reserves the right to modify this Agreement and SOWs. The Parties' agreement to such modifications shall be set forth in a revised SOW. The terms of the SOW, including this Agreement, are limited to the scope of such SOW, and shall not be applicable to any other SOWs which may be executed between the parties.

1.3. If K-C is required to obtain authorization or approval from a third party to use a Service or Deliverable or to produce or sell any product related to any Service or Deliverable, Company shall assist K-C, at K-C's reasonable expense, in applying for and obtaining such authorization or approval.

### 2. Payment.

2.1. Payment. Company shall submit invoices to the address specified in the purchase order. Unless otherwise agreed, invoices shall be issued only after performance of Services. K-C shall issue payment of undisputed invoice amounts net one hundred twenty (120) days after K-C's receipt of an accurate invoice. Company shall use K-C's electronic ordering and invoicing system and agrees to receive payment from K-C via an electronic method, when available. Payment by K-C shall not constitute K-C's acceptance of Services. Payment shall occur in accordance with the schedule outlined in the applicable SOW.

2.2. Expenses. Company agrees that all expenses, with the exception of travel-related expenses approved by K-C in writing in advance, are included in the compensation established in the SOWs. In no event shall Company be entitled to charge K-C for any fees or expenses which have not been expressly agreed to by K-C in writing and in advance of such fees or expenses being incurred by Company. K-C shall reimburse Company for all necessary travel-related expenses provided that such expenses have been incurred with K-C's approval and are in compliance with K-C's travel guidelines. Such expenses must be supported with appropriate documentation. Company shall invoice K-C travel-related expenses on a monthly basis.

2.3. Set-Off. Company expressly agrees that K-C may elect to set-off any amount, which K-C reasonably believes is due from Company, against any sums K-C owes to Company.

2.4. Taxes. Company shall be solely responsible for paying taxes, duties or fees imposed or levied on the Services by any local, state, province, federal or supra national rules, regulations, standards, codes, statutes, guidance and governmental or judicial interpretations thereof (collectively "Laws"). Unless otherwise agreed, Company's compensation shall include all such amounts.

2.5. Use of Other Sale and Purchase Forms. The terms and conditions of this Agreement shall govern all SOWs issued pursuant to this Agreement, unless explicitly stated otherwise in the SOW.

K-C and Company may use preprinted forms to issue and acknowledge orders or to exchange communications; provided, however, that no different or additional terms on any other forms will add to or modify in any way the provisions of this Agreement or the SOW.

### 3. Warranties.

3.1. Warranties. Company warrants that:

3.1.1. All Services delivered shall strictly comply with all applicable specifications, descriptions, and other conditions of this Agreement and SOW, be free of any defects, and shall be free from all liens or other encumbrances and good title in and to the Services and Deliverables shall be conveyed by Company to K-C;

3.1.2. It understands and is in full compliance with the SSCS and it shall comply with K-C's requests for demonstration of such compliance;

3.1.3. It will not offer or provide any Improper Payment;

3.1.4. There are no existing or threatened legal proceedings against Company that would have an adverse impact on Company's ability to perform under this Agreement or a SOW;

3.1.5. It shall at all times remain in compliance with applicable Laws regardless of whether such Laws relate to or are applicable to this Agreement.

3.2. Effect of Warranties. The warranties and remedies of K-C contained herein are in addition to any warranties or remedies provided pursuant to Laws or at equity. All such warranties and remedies constitute continuing obligations of Company during the useful life of the Services and shall survive acceptance and payment by K-C.

4. Audit. Company shall, provide K-C reasonable access to its information, employees, agents and subcontractors, during normal business hours and upon K-C's reasonable request. Promptly following an audit, the parties shall meet to discuss the findings and Company shall respond to all deficiencies identified in and changes suggested by the audit. Company shall maintain complete and accurate records related to the Agreement and SOWs for a period of two (2) years after expiration or termination of the Agreement or completion of a SOW or the period required by Law, whichever is longer.

### 5. Term and Termination.

5.1. Termination for Cause. This Agreement or an SOW may be terminated at any time, as follows:

5.1.1. By either party for breach of any of the terms hereof by the other party if the breach is not corrected within 5 business days of the other party's receipt of written notice of such breach; or

5.1.2. By K-C immediately upon written notice to Company if Company breaches any of its warranties; or

5.1.3. By K-C immediately upon written notice to Company, if there is a change in the ownership, management or control of Company, or if any part of Company's business is subject to the control or direction of any government, firm or company not a party to this Agreement; or

5.1.4. By K-C immediately upon notice if Company claims that a circumstance beyond Company's reasonable control (a "Force Majeure Event") may last longer than 15 days and such termination shall be without penalty, liability or further obligation of termination to Company and any obligations, including, but not limited to, purchase and sale requirements and/or commitments hereunder shall be extinguished.

### 5.2. Automatic Termination.

5.2.1. This Agreement and all in-progress SOWs issued hereunder shall automatically terminate without need for action by either party if either party becomes insolvent, unable to pay

debts when due, or makes an assignment for the benefit of creditors.

5.2.2. This Agreement and all in-progress SOWs issued hereunder shall automatically terminate without need for action by K-C, if any Law or governmental action changes the relationship created by this Agreement or grants rights to Company not granted under this Agreement. This termination will be effective one day prior to the date such Law or governmental action becomes effective.

5.3. Convenience. This Agreement and all in-progress SOWs issued hereunder may be terminated by K-C for convenience upon written notice to Company and such termination shall be effective 30 days after the date of such notice. Unless otherwise instructed, upon receipt of such notice, Company shall cease work. If the Agreement is terminated pursuant to this provision, K-C shall pay Company all compensation due to Company as of the date of termination. No other fees, charges or expenses shall be paid by K-C.

5.4. Effect of Termination. Termination of the Agreement or a SOW (a) shall not relieve either party of any obligation or liability accrued prior to termination; and (b) shall not relieve either party of continuing rights and obligations.

#### 6. Indemnification and Insurance.

6.1. Company's Indemnification. Company shall indemnify, hold harmless and, if requested, defend K-C and its directors, officers and employees (collectively "Indemnitees") from and against any and all third party damages, liabilities, claims, judgments, costs, charges, taxes and expenses (including, but not limited to, interest, penalties and reasonable attorneys' fees) arising from or related to (i) Company's performance or breach of this Agreement and/or any action or omission of Company and its employees, agents and subcontractors and (ii) any component, process or equipment employed by Company to produce the goods or perform services that infringes any patent or trade secret rights of a third party.

6.2. Indemnification Procedures. If any matter subject to indemnification is made or commenced against an indemnitee, K-C shall give prompt notice thereof to Company and, if requested by K-C, Company shall defend K-C in such matter, at Company's expense. K-C shall provide Company with reasonable assistance in the defense of such matter, at Company's expense. K-C can choose to be represented by counsel of its own choice, at K-C's expense. When patent or trade secret claims are involved, Company shall procure upon terms acceptable to K-C the right for K-C to continue to manufacture, use, and sell the goods or services.

6.3. Insurance. Unless otherwise set forth in a SOW, during the Term of this Agreement and for at least 3 years thereafter, Company shall maintain the following insurance coverage from companies with an AM Best rating of A- or better during: Worker's Compensation Insurance as required by Law; Employers' Liability of \$1,000,000 each accident/disease, each employee/disease policy limit; commercial general liability (including goods and completed operations and contractual) of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; business automobile liability insurance of not less than \$250,000 per person, and \$500,000 per accident, property damage liability of \$500,000 per accident, or \$1,000,000 combined single limit, professional/errors and omissions liability of \$1,000,000 per claim or wrongful act and in the aggregate, and network security and privacy (cyber) liability insurance with a combined single limit of \$2,000,000 per occurrence and in aggregate, covering privacy breaches and loss of disclosure of confidential information no matter how it occurs, system breach, denial or loss of service, introduction, implantation or spread of malicious infrastructure code, communications and media liability, and unauthorized access to, or use of, computer systems. When requested, Company shall provide K-C with a certificate of insurance evidencing such insurance and naming K-C as an additional insured on all liability policies (except workers' compensation, employers liability and any professional liability coverage).

7. Inventions and Ideas. Should K-C and Company jointly develop ideas or inventions or the Services produce intellectual property, the parties agree to address the intellectual property, ideas and inventions in the applicable SOW.

#### 8. Non-Compete and Conflict of Interest

8.1. Non-Compete. As it pertains to any Service performed or designed specifically for K-C, or for any new or proprietary process while performing Services for K-C, any core team member retained by Company or its affiliates or subcontractors who provides Services to K-C shall not during the term of the Agreement or SOW, and for a period of twelve (12) months after its conclusion, provide the specific Services or approach described in the applicable SOW to any of the following competitors of K-C or any affiliates or successors of such competitors:

3M, Asia Pulp & Paper (incl. Golden Century Co. Ltd.), Ansell, Arquest, Associated Hygienic Products (AHP), Cascades, Cheng Loong Corp., Chicopee, CMPC Tissue, Daio Paper Corporation, Domtar Personal Care U.S./EU (AHP is now part of Domtar in 2013), Dyson, Edgewell, Empresas CMPC, Essity, Fibertech, Fiberweb North America, Inc., Fine Hygiene Group, First Quality, Freudenberg, Georgia-Pacific, Gojo, Hengen International Group, Honeywell, Hypermecas, ICD Confab, IPCO Corporation, Irish Breeze Ltd. (WaterWipes), Irving Tissue, Johnson & Johnson, Kang Na Hsiung Enterprise Co. Ltd., Kao Corporation, Kruger, Lucart Group, Mabesa, McNeil-PPC, Inc., Mead Corporation, Metsa, Multibrands, Nampak, Nibong Tebal (NTPM), Ontex, Paul Hartmann, Paragon Trade Brands, Personal Products Corp., Procter & Gamble Company, Productos Familia SA, Renova, Santher, SCA Hygienic Products, Sellars, Seventh Generation Inc., SIMS/Deltec, Sofidel, Tambrands, Inc., The Honest Company, The Kendall Company, TQ Tecnoquimicas, Tyco International, Uni-Charm Corporation (incl. Bobby), Unilever, Wepa, Weyerhaeuser, and Yuen Foong Yu Consumer Products Co. Ltd.

8.2. Conflict of Interest. Company affirms that to the best of its knowledge there exists no actual or potential conflict between Company's business or financial interests and the Services provided under this Agreement or a SOW, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest resulting from such change will be raised with K-C.

9. Supplier Social Compliance Standards. Company warrants and represents that it understands and conducts business in a manner consistent with K-C's Supplier Social Compliance Standards ("SSCS") which means the version located at <http://www.kimberly-clark.com/sustainability1/people/CSC.aspx> as of the Effective Date of this Agreement. This includes, at a minimum, adhering to all local Laws including those related to workplace health and safety standards, labor practices, compensation, working hours, nondiscriminatory hiring practices and environmental regulatory compliance.

In the event Company is found not to be in compliance with local Law or is conducting business in a way that is inconsistent with K-C's SSCS, then K-C shall have the right, in addition to the termination rights provided in this Agreement, to recover any fines or expenses incurred in connection with Company's noncompliance.

10. Foreign Corrupt Practices Act. If Company is found to have improperly offered or given, directly or indirectly through any agent or intermediary, anything of value to any person to encourage that person to improperly perform his or her job duties or functions or to reward that person for having done so ("Improper Payment"), then K-C shall, in addition to its termination rights, have the right to recover the amount or value of such payment and any fines or expenses incurred in connection with the Improper Payment.

11. Export Compliance. Company acknowledges that design plans, technical information and related items provided to Company by K-C may be subject to United States export administration Laws and regulations. Company warrants that it shall not permit any of these items to be used, downloaded, exported, or re-exported in violation of these Laws, and shall not permit them to be used by a citizen or resident of any country on which the United States has placed an embargo or by any disqualified party named on a list maintained by the United States government. Unless otherwise noted, Company is

solely responsible for export compliance for all Services provided under this Agreement.

## 12. Miscellaneous.

12.1. Confidentiality. The terms of the Mutual Non-Disclosure Agreement entered into by the parties are incorporated herein by reference and shall govern all transactions under this Agreement or a SOW.

12.2. Assignment. In no event shall either party assign or transfer any right, obligation or interest under this Agreement to any person, firm or entity without the prior written consent of the other party.

12.3. Independent Contractor. Company is an independent contractor and shall not be deemed to be an agent, employee, representative or servant of K-C for any purpose whatsoever. Company shall at all times retain exclusive liability for wages and employment-related obligations due its employees and shall indemnify K-C for any liability arising therefrom.

12.4. Compliance with Laws and Anti-Corruption. Company shall comply with all applicable Laws at all times, regardless of whether such compliance is related to this Agreement. Notwithstanding the foregoing, Company shall conduct its business in compliance with the requirements of the US Foreign Corrupt Practices Act and the United Kingdom's Bribery Act of 2010 even if these Laws are not otherwise applicable to Licensor and shall not engage in activities that support boycotts in other countries (when the boycotts are not sanctioned by the United States), or engage in any other restrictive trade practices in violation of United States' export administration Laws and regulations.

Company acknowledges that K-C information might contain personal information, the processing of which is subject to various privacy Laws, including all state, federal, and international Laws and regulations and state, federal, and national government agency orders and decrees to which K-C may be subject, including privacy Laws. Company shall in good faith execute any and all agreements that K-C is required to have Company execute in order that K-C can comply with any privacy Laws. Furthermore, Company and Company personnel shall comply, and each shall cause its contractors and subcontractors to comply, at their own expense with any applicable privacy Laws.

12.5. Force Majeure. Neither party to this Agreement shall be liable for a delay or failure to perform under this Agreement which results from a Force Majeure Event provided that party promptly notifies the other party in writing of the delay or failure and thereafter uses its best efforts to remove or overcome the effects of the Force Majeure Event. In no event shall any translation error made by a party or its employees, agents, or independent contractors constitute a Force Majeure Event. If Company declares a Force Majeure Event it shall allocate its supply of goods and labor for services so that the percentage reduction in Company's supply or performance to K-C is no greater than the overall percentage reduction Company has suffered as a result of the Force Majeure Event.

12.6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND PERFORMED ACCORDING TO THE LAWS OF THE STATE OF WISCONSIN, USA, EXCEPT FOR WISCONSIN'S CHOICE OF LAW PROVISIONS. The parties agree that the United Nations Conventions on Contracts for the International Sale of goods shall not apply to this Agreement or its interpretation nor to any Orders pursuant to this Agreement. The parties hereby agree that the United Kingdom's Contracts (Rights of Third Parties) Act of 1999, as may be amended from time to time, shall not apply to this Agreement. The parties agree there are no third party beneficiaries to this Agreement and the parties do not intend that any other party shall have rights to enforce the provisions of this Agreement.

12.7. Notices. All notices and communications in connection with this Agreement shall be in writing and shall be deemed sufficient and delivery thereof shall be deemed complete upon receipt by the other party at the addresses set forth on the confirmation page.

12.8. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable

under Law, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

12.9. Waiver of Breach. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.

12.10. Interpretation. Article headings used in this Agreement are for reference purpose only. Unless otherwise specified, the term "days" refers to calendar days. Both parties acknowledge that they have had the opportunity to review and negotiate this Agreement with the assistance of counsel and that the provisions shall not be construed against either party as a "drafter" of the Agreement.

12.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter addressed herein, and supersedes all prior or contemporaneous agreements, whether oral or written, relating to the subject matter. No amendment or change in this Agreement shall be valid unless made in writing and signed by both parties. Company shall promptly notify K-C of any discrepancies or conflicts appearing on any correspondence or documentation.

12.12. Language. The parties agree that this Agreement may be translated by a party for its own convenience provided, however, that only the English version may be signed by the Parties. Any interpretation or enforcement of this Agreement must be accomplished with sole reference to the final, signed version of this Agreement.

12.13. Adherence to K-C Policy. Company shall observe applicable K-C policies and procedures, including, but not limited to, those relating to access, safety, and security. Failure by Company to follow such policies and procedures shall constitute grounds for immediate termination of this Agreement and any outstanding orders.