

# ULTA BEAUTY VENDOR STANDARDS

(Revised March 2024)

## ABOUT ULTA BEAUTY

### Mission

*Every day, we use the power of beauty to bring to life the possibilities that lie within each of us – inspiring every guest and enabling each associate to build a fulfilling career.*

### Vision

*To be the most loved beauty destination of our guests and the most admired retailer by our Ulta Beauty associates, communities, partners, and investors.*

### Culture and Values

*Ulta Beauty has developed and nurtured a guest and associate-centric, values-based, and high-performance culture. These tenets are core to how we lead, how we engage with our guests and partners, and how we make decisions. We work towards our mission and vision with our values at the heart of everything we do.*



All brand partners and respective subcontractors and their facilities are subject to the Ulta Beauty Vendor Standards (the “Standards”), as the same may be updated from time to time, which set forth the ethical, legal, social, and workplace standards to meet in order to do business with Ulta Beauty\*.

\* “Ulta Beauty” as used herein, shall refer to Ulta Inc., Ulta Salon, Cosmetics & Fragrance, Inc., Ulta Beauty Canada, Inc., Ulta Beauty, Inc., Ulta Beauty Distribution, LLC, and/or any other affiliates or subsidiaries of these entities with which you may conduct business.

## ULTA BEAUTY VENDOR STANDARDS AND LAWS

Ulta Beauty requires each of its vendors (each, a “Vendor”, and collectively, “Vendors”) to conduct business responsibly, with integrity, honesty, transparency, and sound business ethics, and in accordance with the Standards, except to the extent any such requirements are not applicable to Vendor’s business operations. As used herein, “Vendor” or “Vendors” shall include, but are not limited to, brand partners, providers, suppliers, trading companies, transportation companies, consultants, and manufacturers, including those that deliver products or services for Ulta Beauty’s use, as well as those that deliver products or services for Ulta Beauty’s sale to its guests, and all those parties’ respective subcontractors (if approved by Ulta Beauty, unless otherwise set forth in the Vendor agreement) and their facilities.

Vendor shall comply with all applicable laws, regulations, orders, codes, ordinances, statutes, requirements and rules of law (including common law) that regulate the conduct of its business (the “Law” or “Laws”), including but not limited to, Laws related to labor practices, health and safety, environmental responsibility, anti-corruption, and data privacy, and all Laws of the relevant country from which the products are exported and into which the products are imported. In the event the Standards set requirements that go beyond local legislation and reference internationally accepted best practice or conventions, Vendor shall abide by the stricter standard. Should the Standards conflict with Laws, and compliance with the Standards could result in legal violations on the part of a Vendor, Vendor shall disclose such information to Ulta Beauty.

## LABOR PRACTICES

### Child Labor, Young Workers, Apprentices, and Trainees

Ulta Beauty does not tolerate the use of underage labor and will not knowingly work with Vendors that utilize underage workers. Ulta Beauty defines underage worker as a) any individual younger than the local minimum working age or the age of 16, whichever is older, and/or b) those not abiding by the international standards as defined by the International Labor Organization (ILO). Working conditions of workers under the age of 18 shall comply with all age-related working restrictions set by local Laws, adhere to international standards as defined by the ILO, and not jeopardize the health, safety, or morals of these workers. Employment of trainees, apprentices, and individuals under the age of 18 shall be conducted in compliance with applicable Laws, including medical testing, applicable documentation maintenance, such as licenses and permits, and terms of employment, such as hours and pay. Vendor shall implement a system to remediate situations where a worker is discovered to have been hired below the age of 16 or the legal minimum age, if older. The definition of "worker" shall include, but not be limited to, office and production personnel, contracted and imported labor, home workers, and part-time, temporary and/or seasonal labor.

### Prohibitions on Abuse, Coercion, Harassment, and Limitations on Disciplinary Action

Ulta Beauty does not tolerate any form of disparate treatment in the workplace and will not knowingly work with Vendors that utilize physical or mental punishment against their workers. All workers will be treated with dignity and respect during employment or recruitment and will not be subject to any form of unethical treatment, threats of violence, or other forms of physical, mental, or sexual harassment. Vendor's workers must be free to raise complaints and participate in investigations about workplace conditions without risk of retaliation. Vendor shall implement a written disciplinary procedure, which is clearly defined and communicated to all workers. Additionally, Vendor shall not permit illegal or excessive disciplinary action or monetary fines.

Freedom of Association - Vendor shall respect the rights of workers to make an informed decision as to whether to associate or not with any group, consistent with all applicable Law.

Prohibition on Discrimination - Vendor shall not base employment decisions (including, without limitation, recruitment, hiring, remuneration, promotion, access to training, professional development, retirement or termination) on, or otherwise subject any person to, discrimination in employment, based on race (including traits associated with race, such as hair texture and protective hairstyles like braids, locks, and twists), color, religion, creed, age, language, financial status, sex (including pregnancy, childbirth, and medical conditions

related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), gender, gender identity, gender expression, status as a transgender or transsexual individual, ancestry, nationality, national origin, mental or physical disability, medical condition, military or veteran status, marital status, familial status, refugee status, citizenship or immigration status, sexual orientation, genetic information, domestic violence victim status, social background, caste, trade union affiliation, political opinion, or any other characteristics protected by Laws and unrelated to an individual's ability to perform their job duties. These protected statuses are interpreted broadly to include both the actual status and any perceptions or assumptions made regarding these statuses, and traits historically associated with these statuses.

### Prohibitions on Forced, Bonded, Indentured, Enslaved, Prison Labor, and Human Trafficking

Ulta Beauty does not tolerate any form of abusive or illegal labor in its supply chain such as forced labor, human trafficking, or the use of incarcerated labor and will not knowingly work with Vendors who engage in these practices. Vendor shall not participate in the recruitment, transportation, transfer, harboring or receipt of any persons by means of threat, use of force, or any other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation. Vendor further certifies that materials incorporated into any products that it supplies to Ulta Beauty shall comply with the Laws regarding slavery and human trafficking of the country or countries in which it is doing business.

Vendors shall not illegally implement mandatory overtime. Vendor is strictly prohibited from withholding identity papers (such as passports), work permits, remuneration or requiring workers to pay any fees, travel expenses, administrative costs or deposit a bond, or use any other constraints as a condition of employment and the utilization of work to repay any such debt to the Vendor or to a third party.

Remuneration and Benefits - Vendors shall pay at least the legal wage rate for hours worked, including overtime, and be paid in accordance with the Laws, including legally mandated benefits, in particular any social security, parental leave, annual leave or statutory holidays. Vendor shall compensate for overtime work at the rate that is legally mandated by Laws of Vendor's country, and if no such Laws exist, then Vendor shall pay, at a minimum, the applicable worker's standard compensation rate. Ulta Beauty encourages Vendors to strive to pay all workers a wage in excess of the legal minimum wage where the legal minimum wage is not sufficient to cover basic needs

and some discretionary income necessary for workers and their family members to live with human dignity.

**Subcontractors** - Unless otherwise set forth in the Vendor agreement, Vendor shall not use subcontractors without the written consent of Ulta Beauty.

**Working Hours** - Vendor shall maintain accurate time records and not allow off-the-clock work in violation of applicable Law. Working hours, both regular and overtime, shall comply with the Laws. Vendor shall establish, document, and maintain a defined seven-workday period. Workers' working hours shall not exceed the maximum hours allowed by Law during a seven-workday period. Vendor shall not require any worker to work more than the legally permissible threshold hours during any 24-hour period and shall receive at least the minimum number of days off established by Law in a seven-day period. Vendor shall provide rest breaks, meal breaks, and daily rest, as required by Law. Overtime work must first be offered to workers who chose to accept the overtime on a voluntary basis. Workers shall be informed about overtime obligations and permitted to reject the overtime request without punishment or retaliation, if such overtime requests would cause the worker to exceed the maximum working hours provided by Law.

## HEALTH AND SAFETY

Ulta Beauty requires that all workers be provided with a safe, sanitary, and healthy working environment in its facilities, dormitories (if applicable) and canteens in accordance with all applicable Laws, including those intended to prevent accidents and injury and related to the operation of Vendor facilities. Vendors shall maintain accident records and cooperate with Ulta Beauty, as needed, to investigate each worker and facility accident and engage in root cause analysis and corrective and preventative action. Vendors shall report any unsafe behaviors, unsafe conditions, injuries, or illnesses to Ulta Beauty.

**Chemicals and Hazardous Materials** - Vendor shall establish a policy governing chemicals and hazardous materials identification, use, maintenance, and training. Vendor shall communicate and train all workers on its facility's chemicals and hazardous materials policy. Vendor shall ensure safe handling, storage and disposal of chemicals and hazardous materials and ensure such materials are clearly labeled. Vendor shall maintain an inventory of chemicals and hazardous materials as well as all applicable Safety Data Sheets required by Occupational Safety and Health Administration ("OSHA") or a location's equivalent agency inspection.

**Equipment Safety** - Vendor shall establish a policy governing equipment safety identification and

maintenance. Vendor shall communicate and train all workers on the facility's equipment safety policy.

**Licenses, Permits and Certifications** - Vendor shall maintain all permits, licenses and/or certifications, including all health and safety permits, licenses and/or certifications, as required by Law. Vendor shall only use workers with appropriate work or other licenses, permits or certifications as required by Law or the Standards. Vendor must not use workers who are not lawfully authorized to perform work or provide their services. If providing or arranging for commercial transportation services by motor carriers delivering goods for Ulta Beauty within the United States, Vendor must provide drivers who hold a valid commercial driver's license issued by an authorized licensing authority in either Canada or the U.S.

## BUSINESS INTEGRITY AND ETHICS

**Anti-Bribery and Anti-Corruption** - Ulta Beauty applies a zero-tolerance policy concerning bribery, corruption, money laundering, and influence peddling. Vendors are required to comply with all applicable anti-corruption and anti-money laundering Laws including, but not limited to, the U.S. Foreign Corrupt Practices Act, as well as laws governing lobbying, gifts and payments to public officials, political campaign contribution laws, and other related Laws, and shall establish a policy governing bribery and facilitation payments. Vendor shall not engage with government entities, officials, or relatives of government officials in exchange for any money or gifts, obtaining favors or benefits, or gaining priority treatment. It is important that Vendor avoids even the appearance of impropriety and not use undue influence on or obtain special treatment from government officials. Whistleblower protections shall be implemented, as required by Law.

**Anti-terrorism** - Vendor authorizes the procurement of an investigative background search in accordance with anti-terrorism legislation including, without limitation, the USA Patriot Act and Section 1 of U.S. Executive Order 13224 issued September 23, 2001. Vendor also certifies that neither it nor any of its funding sources is or has ever been a terrorist or suspected terrorist, or a person or entity described in above mentioned legislation, understanding that Ulta Beauty will not do business with a Vendor that has ever been a suspected terrorist or associated in any way with terrorist activities.

**Competition** - Vendor shall not engage in bid collusion or customer or market allocation with other Vendors. Vendor shall comply with all applicable antitrust, trade-regulation, and competition Laws. Vendor commits to take all appropriate measures to prevent abuse of dominant position, concerted practices, or unlawful agreements between competitors, such as the setting of prices or price ranges (price fixing) or market allocations or boycotts

limiting the production of certain products. Vendor shall not engage in private monopolies, undue restrictions on transactions such as cartels, or any other acts which may prevent free and fair competition.

**Conflict Minerals** - To ensure full compliance with Section 1502 of the Dodd-Frank Act of the United States relating to trade in conflict minerals, Ulta Beauty is committed to responsible sourcing practices, including practices involving the procurement and use of precious metals (e.g., tin, tungsten, tantalum and gold) at issue from the Democratic Republic of Congo and its neighboring countries (the "DRC") for use in Ulta Beauty's private brand products. Ulta Beauty reinforces its commitment to conflict-free trade through the establishment of company management systems and supply-chain due diligence. In turn, Vendor is expected to: (a) ensure that products supplied for Ulta Beauty's private brand products are DRC conflict free, and (b) cooperate with Ulta Beauty's due diligence process.

**Data Privacy** - Vendor may be asked from time to time to process personal information (as defined under applicable Laws and which is included in the definition of Ulta Beauty Confidential Information) on behalf of Ulta Beauty. The nature of that personal information, the types of individuals to whom the information relates, and the duration of the processing will be set forth in the Vendor agreement with Ulta Beauty. Vendor may only process personal information for the purposes articulated by Ulta Beauty. Vendor shall not collect, retain, use, or otherwise process personal information for any other purpose than providing its services to Ulta Beauty and only within the context of the business relationship between Vendor and Ulta Beauty. Vendor shall not combine any personal information it receives from Ulta Beauty with any other personal information it has received from other third parties or directly from individuals unless such combination is necessary to provide its services to Ulta Beauty and Ulta Beauty is notified in advance. If Vendor cannot comply with these obligations, Vendor must immediately notify Ulta Beauty. In the event Vendor receives de-identified, anonymized, pseudonymized, or similar data (as defined under applicable Laws), Vendor shall not attempt to re-identify or de-anonymize the information to make it capable of being identifiable to a natural person. At Ulta Beauty's direction, Vendor shall delete or return all personal information, unless retention of the personal information is required under applicable Laws. If Vendor utilizes a subcontractor to perform processing activities on any personal information received or made available from Ulta Beauty, Vendor must ensure the subcontractor is subject to a written agreement that contains the same protections set forth in this section.

**Data Security** - Vendor shall take, at its sole expense, all appropriate technical, physical, and organizational measures: (i) against accidental loss, destruction, or damage to, or unlawful disclosure of, Ulta Beauty's

Confidential Information\*; (ii) to secure the confidentiality of Ulta Beauty's Confidential Information; and (iii) to prevent unauthorized or unlawful processing of Ulta Beauty's Confidential Information. Without limiting the generality of the foregoing, Vendor must (a) comply with (or notify Ulta Beauty that it does not comply with) the data at rest and data in motion provisions of the National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control, with respect to Ulta Beauty's Confidential Information, and the High Level Control, with respect to Ulta Beauty's Confidential Information; (b) use (or notify Ulta Beauty that it does not use) a minimum of AES256 encryption for Ulta Beauty's Confidential Information at rest and in transit; (c) use a unique key to Ulta Beauty and not share the key with other clients of Vendor; and (d) have separate keys, SFTP sites and credentials for non-prod and prod sites. Vendor shall immediately notify Ulta Beauty if it cannot comply with these requirements.

*\*" Confidential information" means all non-public Ulta Beauty data, including but not limited to business plans, retail pricing strategies, marketing plans, worker personal information, customer personal information, trade secrets and intellectual property.*

**Diversity, Equity, and Inclusion** - Ulta Beauty is committed to championing diversity and strives to ensure that everyone sees themselves represented and included in everything it does. Ulta Beauty also believes supplier diversity is key to its success and the unique shopping experience Ulta Beauty delivers for its guests every day, both in store and online. Ulta Beauty encourages Vendors to execute specific strategies around diversity, equity, and inclusion, including efforts to increase diverse representation in leadership and non-leadership positions.

**Environmental Protection** - Ulta Beauty encourages Vendors to be sensitive to their environmental impact by enforcing environmental standards within their facilities that work to minimize Vendor's impact on surrounding and global resources. Vendor should a) have an effective, documented environmental policy that complies with environmental Laws; and b) adhere to all Laws regarding prohibition or restriction of specific substances, including labeling for recycling and disposal. Vendor must establish measures to ensure that workers whose activities have direct environmental impact are trained, skilled, licensed, and have the resources required to effectively perform their work in consideration of these environmental commitments.

**Conflicts of Interest** - Vendor shall notify Ulta Beauty in advance of any conflicts of interest which may impact the Vendor's ability to serve Ulta Beauty's best interests or to comply with the Standards. This includes any relationships with foreign officials or a non-U.S. government agency. Vendor shall notify Ulta Beauty immediately in the event of

circumstances or changes that may affect Vendor's ability to remain in compliance with the Standards.

**Gifts and Hospitality** - Vendor should avoid actions that may result in conflicts of interest or create the appearance of such conflicts, which include offering or providing personal gifts, favors, personal travel expenses, lodging or other housing, services of any kind, excessive meals and entertainment, or any other thing of value to Ulta Beauty associates, including sales directly to associates. Specifically, Vendor must adhere to the Ulta Beauty policies regarding gifts and hospitality set forth in the [Ulta Beauty Code of Business Conduct](#) (as the same may be updated from time to time). Vendor shall immediately report to Ulta Beauty by telephone or in writing, as specified in these Standards, any inappropriate requests or solicitations made by Ulta Beauty associates.

**Management Systems** - To manage compliance with social responsibility standards set by guests, the Standards, and Laws, Vendor shall, at minimum, establish policies governing labor, health and safety, and ethics and business integrity. Vendor shall implement an internal complaint process by which workers can confidentially and anonymously raise issues of concern, in good faith, to management without fear of reprisal or negative repercussions. The internal complaint process shall record and track complaints, and workers, if they choose to identify themselves, shall be made aware of the progress or resolution of any raised complaints. Vendors are encouraged to demonstrate awareness of risk within their supply chains through a supply chain risk assessment and supply chain monitoring. Any standards Vendor has, including legal standards and customer requirements, shall be communicated to the Vendor's suppliers, subcontractors, contractors, customers, and partners.

**Monitoring, Records and Audits** - Vendor shall maintain accurate and up-to-date records with respect to its compliance with Law, the Standards and other applicable requirements and shall provide copies and access to such records to Ulta Beauty or its authorized agent(s) upon Ulta Beauty's request. Vendor authorizes Ulta Beauty or its authorized agent(s) to access its systems, facilities, accommodations, and records at all times to monitor, audit and inspect Vendor's compliance with the Standards, including the right to conduct confidential Vendor worker and management interviews.

**Protection of Intellectual Property** - Vendor shall respect intellectual property of others such as patent, copyright, trademark, and/or trade secret, and compliance with all related Laws is required. Vendor shall not apply for, own, register, or use any form of intellectual property, including but not limited to, trademarks, domain names, patents, social media handles, copyrights that incorporate any of Ulta Beauty's trademarks, trade names, proprietary

technology, or trade secrets without the prior written consent of Ulta Beauty.

**Public Statements** - Ulta Beauty expects its Vendor to be extremely attentive to its public statements, particularly on the internet and in social media, and to ensure that none of those statements be attributed to Ulta Beauty or its shareholders, directors, officers, or workers, and are consistent with Vendor's commitment to uphold the Standards and abide by Laws.

**Sanctions** - Ulta Beauty requires compliance with all applicable U.S. export controls, economic sanctions and other applicable U.S. Laws governing trade, including but not limited to the International Traffic in Arms Regulations; the Export Administration Regulations; the U.S. anti-boycott regulations; and the various economic sanctions regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"). In furtherance of the above, Vendors shall not do business in or with any countries comprehensively sanctioned by OFAC or with any entities or persons on OFAC's Specially Designated Nationals ("SDN") list or U.S. Consolidated Screening List. Doing business with any entity that is 50 percent or more owned (directly or indirectly), by persons or entities on the SDN List is also prohibited, even if the entity itself is not listed. Vendors are prohibited from conducting any business on behalf of or related to Ulta Beauty in any of these countries/regions. For clarity, this prohibition applies to sourcing any ingredient or component from, or having any manufacturing or labor performed in, any of these countries/regions.

## PRODUCT STANDARDS

**Animal Welfare and Testing** - Vendor must have measures implemented across the supply chain to commit to socially responsible standards, including the promotion of animal welfare throughout an animal's lifecycle. Ulta Beauty will not accept products, or products containing ingredients or combinations of ingredients, that utilize any form of animal testing unless required by law, regulation, or a governmental authority or unless no alternative method is available to ensure human safety prior to product use.

**Consumer Product Safety** - Vendor shall ensure that all products sold to Ulta Beauty comply with applicable Laws relating to labeling and product safety. Vendor's failure to so identify or so label any product shall be deemed to constitute Vendor's warranty, representation, and covenant that such product is exempt from such requirements. If Vendor becomes aware that its products do not comply with applicable Laws relating to labeling and product safety, then Vendor shall promptly inform Ulta Beauty and provide additional information related thereto or take additional action both as may be requested by Ulta Beauty.

**Country-of-Origin** - Vendor shall provide country of origin information for all products and parts thereof sold to Ulta Beauty and shall promptly provide updated information to Ulta Beauty in writing in the event the country-of-origin changes for any such products.

**Hazard Communication Standard** - If any product supplied by Vendor is subject to the OSHA Hazard Communication Standard, 29 CFR Part 1910, or to any other hazard communications Laws (the "Communications Standard"), Vendor shall provide Ulta Beauty with a complete and accurate Safety Data Sheet and/or other legally required-document for such product prior to the product's arrival at any Ulta Beauty facility, and Vendor shall label each product as required by the Communications Standard.

**Import Requirements** - Vendor agrees to provide accurate and complete information to Ulta Beauty to enable it to comply with applicable importation requirements regarding the goods and products that Vendor provides to Ulta Beauty.

**Security at Vendor Facilities** - Ulta Beauty expects Vendor to develop and execute on a sound plan to implement, and enhance when appropriate, security procedures for its facilities in compliance with Law and the Standards. If applicable, Vendor must comply with the Security Criteria for C-TPAT Foreign Manufacturers issued by CBP and posted on [www.cbp.gov](http://www.cbp.gov) or any successor website and follow the European Security Standards Authorized Economic Operators ("AEO") Guideline.

## COMPLIANCE WITH THE STANDARDS

**Risk Assessments** - Vendor shall actively manage its compliance with these Standards. Vendor shall complete a risk assessment and implement measures to manage identified risks.

**Risk Corrective Action** - Vendors are encouraged to engage in corrective action during the assessment or immediately thereafter and report such corrective action to their customers. Long-term corrective action involves identification of root causes and implementation of management systems to ensure non-compliances are prevented from occurring in the future.

**Cooperation** - Vendor shall cooperate, at Vendor's expense, with Ulta Beauty and its counsel in connection with any audit, investigation, administrative proceeding, allegation, or litigation relating to any matter that concerns Vendor's services, deliverables, employees, subcontractor, manufacturers, or representatives. In addition, in the event Vendor is subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding or otherwise) which in any way relates to Ulta Beauty, Vendor will give prompt notice of such request to Ulta Beauty's General Counsel and will make no disclosure until Ulta Beauty has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

**Re-Certification** - If required by Ulta Beauty, Vendor shall execute on an annual basis a certification to acknowledge its agreement and compliance with the Standards. Labor Practices, Healthy and Safety, and Business Integrity and Ethics standards will be subject to social compliance verification by Ulta Beauty and Product Standards may be verified by Ulta Beauty.

**Posting in Facility** - Vendor shall post in Vendor's facility all notices required by Law and the Standards, in at least two prominent locations where they are likely to be read by workers, and the notices must be posted in English as well as in the local language spoken by a majority of Vendor's workers. Vendor shall ensure that notices are understood by all workers.

**Failure to Comply and Reporting** - If at any time Vendor is found to be non-compliant with Law or the Standards, (a) Vendor shall work diligently to attain compliance as quickly as possible, and (b) Ulta Beauty shall retain the right, in Ulta Beauty's discretion, to cancel any orders and terminate its agreements and contracts with Vendor at any time in connection with such non-compliance. Vendor is expected to report to Ulta Beauty any violations of the Standards by either (y) using Ulta Beauty's United States based telephone **Hotline number: 888-673-9271**, or (z) sending written notice to Ulta Beauty at the following address. All reports are kept confidential, and callers may choose to remain anonymous in their reporting.

**Ulta Beauty, Inc., Attention: General Counsel  
1000 Remington Blvd., Suite 120  
Bolingbrook, IL 60440 U.S.A.**

**Questions** - For questions or for additional guidance on the Standards, please contact your representative from Ulta Beauty or direct your inquiries to Ulta Beauty's General Counsel, at the above-referenced address.