

Kohl's Private Brand Protection Policy & Sell Off/Redistribution Form

Kohl's Private Brand Protection Policy

(the "Policy") is in place to protect Kohl's Private Brands and Trademarks (collectively "Kohl's Brands")

- The unauthorized sale of any products under Kohl's Brands constitutes trademark infringement.
 - A list of the trademarks protecting Kohl's Brands can be found on page 2 of this Policy.
 - Please contact Kohl's Quality Assurance Team with any questions – quality.assurance@kohls.com
- Approved vendors and factories requesting permission from Kohl's to sell off or redistribute products developed or produced for Kohl's Brands must comply with the requirements set forth in this Policy.
- This Policy expressly applies in the following scenarios relating to products for Kohl's Brands:
 - Cancelled Purchase Orders
 - Returns to Vendor ("RTV")
 - Factory Left-overs (e.g., overruns, defective products not meeting Kohl's quality expectations, etc.)
- Kohl's **does not permit** any products for Kohl's Brands to be sold off or redistributed:
 - **Within North America** (including the U.S. and its Territories, Canada and Mexico);
 - **Online** (including, but not limited to, internet sales, mobile applications, etc.); and
 - **During the selling season the product was developed or produced for Kohl's Brands.**
 - For example, products developed for Spring 2020 may not be sold off or redistributed until Fall 2020 (i.e., 6 months after the Spring selling season).
- Kohl's expressly reserves the right to request additional information for any request under this Policy.
- All requests will be approved or denied in Kohl's sole discretion.
- Kohl's EVP, Global Sourcing and Product Services and GMMs must approve any exception to this Policy.

Approved requests for sell-off or redistribution outside of North America must comply with the following requirements:

1. All **main labels, supplemental labels** (other than the care/content label), hangtags and other price ticketing must be removed or obliterated. This includes any/all labeling references to Kohl's or Kohl's Brands.
2. Products with **main labels** imprinted directly onto the product such as inside a garment at the back neck, applied, embroidered or sewn on, or any Kohl's identification that cannot be removed or obliterated (e.g., rivets, snaps, etc.) without destroying the product cannot be sold off or redistributed.
3. **Kohl's RN# (73277)** must be made illegible with permanent black marker, a heat seal, or removal of the label.
4. Kohl's vendor/factory must provide Kohl's Quality Assurance team with the names and addresses of all approved salvagers, retailers and/or resellers who purchase the products (see page 3).
5. Kohl's vendor/factory must obtain written confirmation from all approved salvagers, retailers and/or resellers that all third-parties shall comply with this Policy.
6. Kohl's vendor/factory must show proof of de-labeling/de-ticketing upon request from Kohl's. This could include documentation, images or the return of all labels & tickets with Kohl's Brands.

Definitions:

- **Main Labels** will always include Kohl's name and/or Kohl's Brands
- **Supplemental Labels** may include Kohl's name and/or Kohl's Brands in addition to product feature identification.

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KOHL'S TRADEMARKS	
PRIVATE BRANDS	LICENSED BRANDS
APT. 9®	CUDDL DUDS (Home)
CELEBRATE TOGETHER®	DISNEY or MARVEL or STAR WARS + JUMPING BEANS or CELEBRATE TOGETHER <ul style="list-style-type: none"> Apparel (Kids)
CROFT & BARROW®	DISNEY or MARVEL or STAR WARS + THE BIG ONE, THE BIG ONE KIDS, ST. NICHOLAS SQUARE, or CELEBRATE TOGETHER <ul style="list-style-type: none"> Home
FAMILY FUN®	LC LAUREN CONRAD LITTLE CO. BY LAUREN CONRAD
FLX®	NINE WEST <ul style="list-style-type: none"> Apparel
INTEMPO®	PEANUTS x JUMPING BEANS <ul style="list-style-type: none"> Apparel (Kids)
JAMMIES FOR YOUR FAMILIES®	PEANUTS x THE BIG ONE, THE BIG ONE KIDS, ST. NICHOLAS SQUARE, or CELEBRATE TOGETHER Home
JUMPING BEANS®	SIMPLY VERA VERA WANG
KOHL'S®	
KOHL'S CARES GOODS FOR GOOD™	
SO®	
SONOMA COMMUNITY®	
SONOMA GOODS FOR LIFE®	
ST. NICHOLAS SQUARE®	
TEK GEAR®	
THE BIG ONE® and THE BIG ONE KIDS®	
MINGLE & CO.®	
MIRYANA™	

Approved vendors and factories requesting permission from Kohl's to sell off or redistribute products developed or produced for Kohl's Brands must submit this form to Kohl's Quality Assurance Team.

Once the form is completed, vendor/factory should sign, scan and email this form to quality.assurance@kohls.com for acknowledgement and approval.

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Once the form is submitted, any additional information or changes to the form requires resubmission of the form.

PRODUCT – Information on the products to be sold-off or redistributed with Kohl's approval	
Date:	
Style # (s):	
UPC # (s):	
Expected Sale Completion Date:	
PO # (s) (if known):	
Quantity:	
Description:	
VENDOR/FACTORY – Company developing or producing the product for Kohl's Brands	
Vendor Name:	
Address:	
City, State/Province, Postal Code:	
Country:	
Vendor Contact Name:	
Title:	
Telephone #:	
Fax #:	
Email Address:	
SALVAGE COMPANY – Company responsible for re-distributing the product (if applicable)	
Salvage Company Name:	
Address:	
City, State/Province, Postal Code:	
Country:	
Company Contact Name:	
Title:	
Telephone #:	
Fax#:	
Email Address:	
RETAILER /RESELLER – Company reselling the product (if applicable)	
Retail/Resell Company Name:	
Address:	
City, State/Province, Postal Code:	
Country:	
Company Contact Name:	
Title:	
Telephone #:	
Fax#:	
Email Address:	

ACKNOWLEDGEMENT:

- Vendor/Factory has read Kohl's Private Brands Protection Policy, as well as Kohl's Merchandise Purchase Order Terms and Conditions, Kohl's EDI Trading Partners Agreement, Kohl's Terms of Engagement for

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Kohl's Business Partners, and any other relevant Kohl's vendor partnership requirements as may be amended from time to time and available for review at <https://link.kohls.com/> (collectively "Kohl's Terms").

- Vendor/Factory hereby represents and warrants to Kohl's that:
 1. the proposed sale and/or redistribution of products for Kohl's Brands described above will be performed in strict accordance with the Policy and all of Kohl's Terms; and
 2. all approved salvagers, retailers, and/or resellers that may be utilized by Vendor/Factory, have been informed of the Policy and Kohl's Terms.
- Vendor/Factory hereby acknowledges and agrees that all products provided to Vendor/Factory are provided "as is" and without any warranties of any kind by Kohl's
- Vendor/Factory further expressly agrees that Vendor/Factory will not use any of Kohl's Brands or any other phrase or statement using "Kohl's" or any of Kohl's Brands on any advertising, publicity, labeling, wrapping or packaging with respect to the products identified herein, and further agrees that this restriction will appear on all invoices for all approved salvagers, retailers and/or resellers.
- Vendor/Factory agrees to defend, indemnify and hold Kohl's harmless from and against any claim, liability, loss, damage or expense, including attorneys' fees, which may result from a failure to follow the Policy and/or Kohl's Terms.
- Vendor/Factory further acknowledges and agrees that a violation of any provision set forth in the Policy and/or Kohl's Terms will cause immediate and irreparable harm and that Kohl's will be entitled to entry of (among other things) immediate preliminary and/or permanent injunctive relief.

Acknowledged By Kohl's Vendor/Factory:	
By:	
Name:	
Title:	
Date:	