



It Cosmetics, LLC  
111 Town Square Place  
Jersey City, NJ 07310

February 11, 2019

Attn:

Re: Permission to Cite NPD Data for International Marketing Efforts

To Whom It May Concern:

It Cosmetics, LLC ("It Cosmetics") is an authorized user under that certain Service Agreement (3810-CT1-010617) dated January 10, 2017 between The NPD Group, Inc. ("NPD") and L'Oreal USA, Inc. (the "Service Agreement") and has requested permission to use certain NPD Data (as defined in the Service Agreement) in support of its international marketing efforts.

This letter will confirm that NPD hereby consents to the use of the claims set out in paragraph 1 below ("Ad Claims") for use in marketing efforts by the local affiliate and/or subsidiary of It Cosmetics ("Local Affiliate"), in the foreign jurisdictions listed in Attachment 1 (each, a "Foreign Jurisdiction") and in the local language of such Foreign Jurisdictions.

This consent is subject to the following conditions, It Cosmetics acceptance of which is confirmed by countersignature of this letter below:

1. The Ad Claims in English is:

It Cosmetics Anti-Aging Full Coverage Physical CC Cream  
#1 CC cream in the U.S.\*

\*Source: The NPD Group, Inc. / U.S. Prestige Beauty Total Measured Market, Makeup & Skincare Product Dollar and Unit Sales, Annual 2016—Annual 2018

It Cosmetics' Confidence in a Cream  
#1 Anti-Aging Facial Moisturizer in the U.S.\*

\*Source: The NPD Group, Inc. / U.S. Prestige Beauty Total Measured Market, Skincare Product Dollar and Unit Sales, Annual 2017 & Annual 2018

It Cosmetics  
#1 Face Makeup Brand in the U.S.\*

\*Source: The NPD Group, Inc. / U.S. Prestige Beauty Total Measured Market, Makeup Face + Face Set Dollar and Unit Sales, Annual 2018

2. It Cosmetics and each Local Affiliate will only use a fair and accurate translation of the Ad Claims in the local language of each Foreign Jurisdiction.

**The NPD Group, Inc.**  
900 West Shore Road  
Port Washington, NY 11050  
Document classification: Client/Third Party Confidential

Phone: +1 516.625.0700

[www.npd.com](http://www.npd.com)



3. The Ad Claims may not be used (a) in a modified form, or (b) in a foreign jurisdiction other than a Foreign Jurisdiction, without the express prior written consent of NPD.

4. It Cosmetics, on behalf of itself and each Local Affiliate, agrees to indemnify, defend, and hold NPD and NPD's officers, directors, employees, agents, affiliates, partners and suppliers harmless from and against all third party claims, liabilities, damages, debts, losses, settlements, costs and expenses (including reasonable attorneys' fees and expenses) arising out of any breach by L'Oreal of the conditions set forth above or any claim that the Ad Claims, as used by It Cosmetics or its Local Affiliate, violates the laws applicable to a Foreign Jurisdiction.

5. It Cosmetics, on behalf of itself and each Local Affiliate, agrees that this Consent Letter shall be governed by the laws of the State of New York without reference to conflict of laws principles, and to exclusive jurisdiction in the federal and state courts of New York.

This letter is signed by an authorized representative of the respective parties.

Sincerely,

The NPD Group, Inc.

By: [Signature]  
Name: Leri Morillo  
Title: President US Beauty

AGREED TO AND ACCEPTED BY:

It Cosmetics, LLC on behalf of itself and each Local Affiliate

By: [Signature]  
Name: E. ARVID  
Title: COO at Cosmetics  
Date:



**Attachment 1**

**Foreign Jurisdictions**

1. Canada
2. Australia
3. Singapore
4. Malaysia
5. United Kingdom
6. France
7. Germany
8. Thailand
9. Mexico