

ULTA BEAUTY BUSINESS PARTNER STANDARDS

(formerly referred to as ULTA Vendor Standards)

(Revised July 2025)

Ulta Beauty requires each of its Business Partners to conduct business responsibly, with integrity, honesty, transparency, and sound business ethics, and in accordance with the Standards, (the “Standards”) as the same may be modified from time to time. Business Partners include franchisees, licensees, joint venture partners, brand partners, providers, suppliers, trading companies, transportation companies, consultants, and manufacturers, including those that deliver products or services for Ulta Beauty’s use. Business Partners also include 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 Business Partner agreement), representatives and assigns doing business on Business Partner’s behalf and their facilities.

Business Partner will comply with all applicable laws where it does business, in the United States and beyond (the “Law” or “Laws”), including but not limited to, Laws related to labor practices, health and safety, environmental responsibility, anti-corruption, and data privacy. In the event the Standards go beyond local legislation and reference internationally accepted best practice or conventions, Business Partner will 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 Business Partner, Business Partner will promptly disclose such conflict to Ulta Beauty.

LABOR PRACTICES

Child Labor, Young Workers, Apprentices, and Trainees - Ulta Beauty prohibits underage labor. Underage workers are individuals below the local minimum working age or 16, whichever is older, and those who do not meet International Labor Organization (ILO) standards. Working conditions for those under 18 must comply with Laws and ILO standards to protect their health, safety, and morals. Employment must follow legal requirements for medical testing, documentation, and terms of employment.

Prohibitions on Abuse, Coercion, Harassment, and Limitations on Disciplinary Action - Ulta Beauty does not tolerate any form of disparate treatment in the workplace. All workers will be treated with dignity and respect during recruitment and employment and will not be subject to any form of unethical treatment, including threats of violence, acts of violence, or physical, mental, or sexual harassment. Business Partner will implement a written policy that prohibits the above practices, clearly defines other unacceptable conduct, outlines appropriate disciplinary procedures, and communicates the policy to all workers. Additionally, Business Partner will not permit illegal or excessive disciplinary action or monetary fines. Business Partner’s workers must be free to raise complaints and participate in investigations into workplace conditions without risk of retaliation.

Prohibition on Discrimination - Business Partner employment decisions must not discriminate against individuals based on any legally protected characteristics unrelated to job performance, including perceived statuses and associated traits.

Prohibitions on Forced, Bonded, Indentured, Enslaved, Prison Labor, and Human Trafficking - Ulta Beauty prohibits any form of abusive or illegal labor, including forced labor, human trafficking, and the use of incarcerated labor, in its

supply chain. Business Partners will ensure compliance with anti-slavery and human trafficking laws in all its business operations.

Remuneration and Benefits - Business Partners will pay workers in accordance with the Laws, including legally mandated wages and benefits. Business Partner will compensate for overtime work at the rate that is legally required by the Laws of Business Partner’s country, and if no such Laws exist, then Business Partner will pay, at a minimum, the applicable worker’s standard compensation rate.

Working Hours - Business Partner will maintain accurate time records and not allow off-the-clock work or work beyond the legal threshold, in violation of applicable Law.

HEALTH AND SAFETY

Ulta Beauty requires that all workers be provided with a safe, sanitary, and healthy working environment in its facilities in accordance with all applicable Laws. Business Partners will 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. Business Partners will report any unsafe behaviors, unsafe conditions, or injuries to Ulta Beauty.

Chemicals and Hazardous Materials - Business Partner will establish a policy governing chemicals and hazardous materials identification, use, maintenance, and training, and will communicate and train all workers on its policy. Business Partner will ensure safe handling, storage and disposal of chemicals and hazardous materials and ensure such materials are clearly labeled. Business Partner will 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 - Business Partner will establish a policy governing equipment safety identification and maintenance. Business Partner will communicate and train all workers on the facility’s equipment safety policy.

Licenses, Permits and Certifications - Business Partner must maintain all required permits and certifications. If providing or arranging for commercial transportation services, Business Partner must ensure drivers have a valid commercial driver’s license for transportation services.

BUSINESS INTEGRITY AND ETHICS

Anti-Bribery and Anti-Corruption - Ulta Beauty prohibits bribery, corruption, money laundering, and influence peddling. Business Partners 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, the U.K. Bribery Act 2010, and other applicable local laws, as well as laws governing lobbying, gifts and payments to public officials, political campaign contribution laws, and other related Laws. Business Partner will establish a policy prohibiting bribery payments, and its personnel will 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 Business Partner and its personnel avoid even the appearance of impropriety and not use undue influence on, or obtain improper special treatment from, government officials.

Conflicts of Interest - Business Partner will notify Ulta Beauty in advance of any conflicts of interest which may impact the Business Partner’s ability to serve Ulta Beauty’s best interests or to comply with the Standards. This includes any relationships with non-U.S. officials or a non-U.S. government agency. Business Partner will notify Ulta Beauty immediately in the event of circumstances that may impact Business Partner’s ability to remain in compliance with the Standards.

Gifts and Hospitality - Business Partner should avoid 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, Business Partner must adhere to the Ulta Beauty policies regarding gifts and hospitality set forth in the [Ulta Beauty Code of Business Conduct](#). Business Partner will immediately report to Ulta Beauty any inappropriate requests or solicitations made by Ulta Beauty associates.

Anti-terrorism - Ulta Beauty will not do business with a Business Partner that has ever been a suspected terrorist or associated in any way with terrorist activities. Business

Partner 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 applicable anti-terrorism legislation.

Competition - Business Partner will not engage in bid collusion or customer or market allocation with other Business Partners. Business Partner will comply with all applicable antitrust, trade regulation, and competition Laws. Business Partner 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. Business Partner will not engage in private monopolies, undue restrictions on transactions such as cartels, or any other illegal 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 and other related Laws, 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) sourced from the Democratic Republic of Congo and its neighboring countries (the “DRC”) for use in Ulta Beauty’s private brand products. In turn, Business Partner 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 and Security - Business Partner will not collect, retain, use, or otherwise process personal information (as defined under applicable Laws and which is included in the definition of Ulta Beauty Confidential Information) for any purpose other than furthering the business relationship between Business Partner and Ulta Beauty. Business Partner will 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 Business Partner utilizes a subcontractor to perform processing activities on any personal information received or made available from Ulta Beauty, Business Partner must ensure the subcontractor is subject to a written agreement that contains the same protections set forth in this section.

Business Partner will 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.

Business Partner will 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 unique shopping experience. Ulta Beauty encourages Business Partners to execute specific strategies around diversity, equity, and inclusion, including efforts to increase diverse representation in leadership and non-leadership positions, in compliance with all applicable Laws.

Environmental Protection - Ulta Beauty encourages Business Partners to be sensitive to their environmental impact by enforcing environmental standards within their facilities that work to minimize Business Partner's impact on surrounding and global resources. Business Partner 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. Business Partner 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.

Management Systems - Business Partner will 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. The internal complaint process will record and track complaints, and Business Partners are encouraged to demonstrate awareness of risk within their supply chains through a supply chain risk assessment and supply chain monitoring. Any standards Business Partner has, including legal standards and customer requirements, will be communicated to the Business Partner's suppliers, subcontractors, contractors, customers, and partners.

Monitoring, Records and Audits - Business Partner will maintain accurate and up-to-date records as required by applicable Law with respect to its compliance with Law, the Standards and other applicable requirements and will provide copies and access to such records to Ulta Beauty or its authorized agent(s) upon Ulta Beauty's request. Business Partner authorizes Ulta Beauty or its authorized agent(s) to access its systems, facilities, accommodations, and records, upon reasonable notice, to monitor, audit and inspect Business Partner's compliance with the Standards, including the right to conduct confidential Business Partner worker and management interviews.

Protection of Intellectual Property - Business Partner will respect intellectual property of others such as patent,

copyright, trademark, and/or trade secret, and compliance with all related Laws is required. Business Partner will 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 Business Partners to be attentive to its public statements, particularly on the internet and in social media, and to ensure that none of those statements are attributed to Ulta Beauty or its shareholders, directors, officers, or employees, and are consistent with Business Partner's commitment to uphold the Standards and abide by Laws.

Sanctions - Ulta Beauty requires compliance with all applicable export controls, economic sanctions and other 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, Business Partners will 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. This prohibition applies to sourcing any ingredient or component from, or having any manufacturing or labor performed in, any of these countries/regions. Other applicable sanctions and export controls regulations must also be followed, including EU and regulations of other jurisdictions, where applicable.

Import Requirements - Business Partner 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 Business Partner provides to Ulta Beauty.

PRODUCT STANDARDS

Animal Welfare and Testing - Business Partner must have measures implemented across the supply chain showing commitment 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, 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 - Business Partner will ensure that all products sold to Ulta Beauty comply with applicable Laws relating to labeling and product safety. If Business Partner becomes aware that its products do not comply with such

Laws, Business Partner will promptly inform Ulta Beauty and provide additional information or take appropriate additional action as may be requested by Ulta Beauty.

Country-of-Origin - Business Partner will provide country of origin information for all products and parts sold to Ulta Beauty and will promptly provide updated information to Ulta Beauty in writing in the event the country-of-origin changes for any such products.

Security at Business Partner Facilities - Ulta Beauty expects Business Partner 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.

COMPLIANCE WITH THE STANDARDS

Risk Assessments and Remediation - Business Partner will actively manage its compliance with these Standards. Business Partner will complete a risk assessment and implement measures to take corrective action to remediate identified risks. Long-term corrective action involves identification of root causes and implementation of management systems to ensure non-compliances are prevented in the future.

Cooperation - Business Partner will cooperate, at Business Partner'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 Business Partner's services, deliverables, employees, subcontractors, manufacturers, or representatives. In addition, in the event Business Partner 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, Business Partner will give prompt notice of such request to Ulta Beauty's Chief Legal Officer 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 - Ulta Beauty may request that Business Partner execute on an annual basis a certification to acknowledge its agreement and compliance with the Standards. Labor Practices, Health 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 - Business Partner will post in Business Partner's facility all notices required by Law and the Standards, in English as well as in the local language spoken by a majority of Business Partner's workers.

Failure to Comply and Reporting - Business Partner is expected to report to Ulta Beauty any violations of the Standards by either (a) using Ulta Beauty's United States based telephone **Hotline number: 888-673-9271**, or (b) sending written notice to Ulta Beauty at the below address. All reports are kept confidential, and callers may choose to remain anonymous in their reporting where authorized by law.

**Ulta Beauty, Inc., Attention: Chief Legal Officer
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 Chief Legal Officer, at the above-referenced address.

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