

ARTICLE 5
RIGHTS IN THE GLOBAL SYSTEMS

- 5.1 This Agreement does not transfer to Affiliate any rights or potential rights in the Global Systems other than the right to Use as defined in Section 1.7.
- 5.2 Affiliate agrees: (a) not to directly or indirectly disclose, or permit anyone on its behalf to disclose, any confidential information relating to the Global Systems, or Intellectual Property Rights; (b) to hold the Global Systems, and related materials in confidence and not to provide or otherwise make them available in any form to any person other than its employees, agents, consultants, or clients who shall similarly hold them in confidence; and (c) to take the steps necessary to ensure that the terms of the Agreement are not violated by any employee, agent, consultant, or client of Affiliate.

ARTICLE 6
SOFTWARE UPDATES

- 6.1 K-C hereby agrees to provide Software Updates to the Global Systems during the period that this Agreement is effective.
- 6.2 K-C hereby grants Affiliate the right to develop and deploy Software Updates for local use, providing that the work is self-funded and prior written approval is received from K-C.
- 6.3 Notwithstanding the foregoing, Modifications to the Global Systems beyond those of a de minimis nature made by, or at the request of, Affiliate or developed by K-C shall not be covered under this Agreement.
- 6.4 Subject to the rights of K-C as set forth herein and in any other agreement between K-C and Affiliate, Affiliate shall use its best efforts to secure for K-C sole ownership of Intellectual Property Rights or other rights with respect to any Modifications or Software Updates to the Global Systems made by Affiliate or any third party which it controls. All such Intellectual Property Rights shall, for United States copyright purposes, constitute work for hire, and Affiliate shall make such Rights immediately available to K-C and fully cooperate with K-C in any action which K-C may take to protect its rights in and to such Rights.

ARTICLE 7
WARRANTY

- 7.1 K-C warrants that it has the authority to grant the rights with respect to the Global Systems conveyed herein.
- 7.2 The foregoing warranty is in lieu of all other warranties, expressed or implied, without limitation, warranties of merchantability or fitness for a particular purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers.

SCHEDULE A – PARTIES:

New Signatory	Legal Entity	Country	Legal Entity Name
Adriana Josefina Alvins Santi (joint signer)	226	Argentina	MIMO, S.A.
Eugenio Federico Bluthgen (joint signer)	226	Argentina	MIMO, S.A.
Adriana Josefina Alvins Santi (joint signer)	238	Argentina	Kimberly Clark Argentina, S.A.
Eugenio Federico Bluthgen (joint signer)	238	Argentina	Kimberly Clark Argentina, S.A.
Adriana Josefina Alvins Santi (joint signer)	239	Argentina	Nueva Arizona, S.A.
Eugenio Federico Bluthgen (joint signer)	239	Argentina	Nueva Arizona, S.A.
Adriana Josefina Alvins Santi (joint signer)	249	Argentina	Technology Systems S.A.
Eugenio Federico Bluthgen (joint signer)	249	Argentina	Technology Systems S.A.
Craig P. Smith	207	Australia	K-C Services Asia-Pacific Pty Limited
Craig P. Smith	211	Australia	Kimberly-Clark Australia Pty. Limited
Silvio Heimann	648	Austria	Kimberly-Clark GmbH (Austria)
Dieter Van den Brande	786	Belgium	Kimberly-Clark BVBA
Charles Ballard	223	Bermuda	Ridgeway Insurance Company Limited
Ana Beatriz Requiao Franco	550	Bolivia	Kimberly Bolivia, S.A.
Gustavo Gerardo Schmidt	549	Brazil	Kimberly-Clark Centro de Inovacao
Flavio Costa	247	Canada	Kimberly-Clark Canada Inc.
Flavio Costa	265	Canada	Kimberly-Clark Inc.
Flavio Costa	920	Canada	Kimberly-Clark Finance Canada ULC
Flavio Costa	709	Cayman Islands	Kimberly-Clark Taiwan
Cristina Garcia (joint signer)	227	Chile	Kimberly-Clark Chile S.A.

FIRST AMENDMENT TO THE GLOBAL MASTER SERVICES AGREEMENT (CONTRACT-18-03659)

THIS FIRST AMENDMENT ("First Amendment") to the GLOBAL MASTER SERVICES AGREEMENT effective as of JANUARY 1, 2018 the "Agreement", by and among the parties outlined in Schedule A of the Agreement, is made and entered into effective as of January 1st, 2018 ("First Amendment Effective Date"). All capitalized terms used in this First Amendment shall have the assigned meaning set forth in the Agreement.

WHEREAS, consistent with the original intent of the Agreement, the Agreement Administrator wishes to amend Schedule A of the Agreement to include all applicable K-C Affiliates in the Agreement and the K-C Affiliates wish to be included in Schedule A of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the following mutually beneficial terms and conditions, the parties agree as follows:

1. As outlined in Section 2.1 of the Agreement, the Agreement Administrator approves the following additions to Schedule A of the Agreement and the K-C Affiliates noted agree to be included in the Agreement:

Signatory	Legal Entity	Country	Legal Name
Flavio Costa	50	U.S.	Kimberly-Clark Pennsylvania Inc.
Flavio Costa	4	U.S.	Kimberly-Clark Corporation
Flavio Costa	8	U.S.	KC Global Sales Inc
Flavio Costa	251	U.S.	Kimberly-Clark Services, Inc
Flavio Costa	472	U.S.	Kimberly-Clark International Services Corporation
Flavio Costa	719	U.S.	Kimberly-Clark Worldwide, Inc.
Eugenio Federico Bluthgen	295	Uruguay	Kimberly Clark Uruguay S.A.
Juan Felipe Isaza García	297	Colombia	K-C Antioquia Global Ltda.
Gustavo Adolfo Palacio Sierra	299	Colombia	Papeles del Cauca S.A.
Gutschmidt, Joachim	340	Germany	Hakle-Kimberly Deutshland Gmbh
Choe, KyooBok	355	South Korea	YuHan-Kimberly Limited
Ailsa Valledor	394	Puerto Rico	Kimberly-Clark International, S.A. - Puerto Rico Branch
Leferink, Josephusv	424	South Africa	Kimberly-Clark of South Africa (Pty) Limited
Loest, Thomas	474	Bahrain	Olayan Kimberly-Clark (Bahrain) WLL
Ted Banker	493	U.S.	Kimberly-Clark Financial Services, Inc
Ana Carolina	514	Venezuela	Kimberly-Clark Venezuela, S.C.A.

LICENSE AND TECHNICAL ASSISTANCE AGREEMENT

This License and Technical Assistance Agreement is made by and between KIMBERLY-CLARK WORLDWIDE INC., a corporation organized and existing under the laws of the State of Delaware, U.S.A. (the "Licensor") and the Licensee identified on the attached Appendix A.

INTRODUCTION

- A. Licensor owns or has exclusive rights to the Licensed Trademarks, Licensed Patents and Licensed Know-how (as such terms are defined below).
- B. Licensor desires to grant to Licensee licenses under the Licensed Trademarks, Licensed Patents and Licensed Know-how and to provide technical assistance in accordance with the terms and conditions of this Agreement, and Licensee desires to obtain such licenses and technical assistance, upon the terms and conditions set forth below.

IT IS AGREED



NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Licensor and Licensee hereby agree as follows:

1 DEFINITIONS

- 1.1 Unless a different meaning clearly appears from the context herein or unless otherwise defined in this Agreement, the capitalized terms used throughout this Agreement shall have the meanings set forth in Section 1.2 and Section 1.3. Unless the context clearly requires otherwise, the singular shall have the same meaning as the plural, and vice versa.

1.2 General Definitions.

- (a) **"Affiliated Company"** means any entity (a) which controls, is controlled by or is under common control with a party hereto or (b) of which a party hereto is the beneficial owner of twenty percent (20%) or more of any class of equity securities or is a partner (or in the case of an individual, an officer or a partner).
- (b) **"Agreement"** means this License and Technical Assistance Agreement (including all appendices to it), as the same may be amended from time to time in accordance with Section 31.
- (c) **"Appendix"** means an Appendix to this Agreement, as the same may be amended from time to time in accordance with Section 31.

<u>MarkName</u>	<u>Appln. No.</u>	<u>Reg No.</u>	<u>ClassNumber</u>
VIVA	89-30108	209700	16
PAPER TOWELS, PAPER NAPKINS, FACIAL TISSUE, TOILET PAPER, COSMETIC TISSUE AND TOILET TISSUE			
WET TASK	94-22485	326061	21
BONDED CELLULOSE WIPES			
WET TASK	94-22487	337184	21
Plastic dispensers for soaps; plastic dispensers for cleansers; plastic dispensers for roll paper towels impregnated with a cleaning preparation; plastic dispensers for roll facial tissues impregnated with a cleaning preparation; and plastic dispensers for roll sanitary paper impregnated with a cleaning preparation			
WET TASK	94-22490	337186	16
PAPER WIPER, TOILET TISSUE, NAPKIN PAPER, PAPER TOWEL, WASHING PAPER, TOILET PAPER, FACIAL PAPER, BATH TISSUE AND BEAUTY PAPER			
WET TASK	96-20736	391688	21
	Wipes made of papers for cleaning purposes, non-woven fabrics and cloth, bonded cellulose wiper, brooms, dusters, brushes for laundry and cleaning, bath brushes.		
WHITE	40-2009-19625	40-825041	5
	Sanitary napkins, towels, pads, panty liners and tampons		
WHITE HOLE	40-2000-26771	40-503550	5
SANITARY NAPKINS, TOWELS, PANTY LINERS AND TAMPONS, ALL FOR FEMININE HYGIENE OR MENSTRUAL HYGIENE PURPOSES			
WINDOWS	93-043352	315817	21

Docket No.	App No.	App Date	Patent No.	Grant Date	Application Title
64350675KR07	10-2010-7003626	05/19/2008			BIODEGRADABLE WATER-SENSITIVE FILMS
DISCOVERY RESEARCH					
64355282KR06	2010-7004686	05/19/2008			ZONED APPLICATION OF DECOLORIZING COMPOSITION FOR USE IN ABSORBENT ARTICLES
64356933KR08	2009-7023489	03/31/2008			METHODS FOR DISCHARGING COLORANTS
64356933KR11	2009-7023487	03/31/2008			COLORANT NEUTRALIZER
64370683KR03	10-2008-122386	12/04/2008			TEMPERATURE INDICATOR FOR WARMING PRODUCTS
64370683KR05	10-2008-122385	12/04/2008			TEMPERATURE INDICATOR FOR COOLING PRODUCTS
64371991KR06	2010-7004687	07/09/2008			STABILIZED DECOLORIZING COMPOSITION
FAMILY CARE HANDS, FACE, BODY - NACP					
64385180KR08	10-2010-7004370	07/09/2008			CARTON WITH INTERNAL CLIP RETAINER FOR DISPENSING CLIPS OF A STACKED SHEET MATERIAL
64362373KR13	2009-7018026	01/24/2008			TISSUE PRODUCTS CONTAINING NON-FIBROUS POLYMERIC SURFACE STRUCTURES AND A TOPICALLY-APPLIED SOFTENING COMPOSITION
64347134KR06	10-2010-7004371	07/09/2008			SYSTEM AND METHOD FOR MATCHING COLORED LIDS TO CARTONS
64126595KR13	2009-7011841	10/23/2007			PROCESS FOR PRODUCING TISSUE PRODUCTS
64342094KR14	10-2009-7008461	08/14/2007			MOLDED WET-PRESSED TISSUE
64124224KR08	10-2010-7004309	07/09/2008			REFILLABLE DISPENSING CARTON SYSTEM
64123215KR07	10-2009-7008481	08/03/2007			SOFT AND ABSORBENT TISSUE PRODUCTS
64122002KR10	10-2009-7003715	05/31/2007			OBLONG TISSUE DISPENSER
64122546KR11	10-2009-7010886	09/10/2007			DISPENSER WITH TISSUE STACK
64048510KR09	10-2008-7008195	09/07/2006			TRAY AND BUNDLE PACK
64047750KR16	10-2008-7014207	11/30/2006			TISSUE PRODUCTS CONTAINING A POLYMER DISPERSION
64047855KR17	10-2008-7014244	12/14/2006			ADDITIVE COMPOSITIONS FOR TREATING VARIOUS BASE SHEETS
64048182KR05	10-2009-7004291	07/19/2007			METHOD OF CUSTOMIZING DISPOSABLE CONSUMER PACKAGED GOODS
64046036KR07	10-2007-7024071	02/28/2006			STACK OF INTERFOLDED SHEETS
64046538KR09	10-2008-7014195	08/01/2006			TISSUE PRODUCT HAVING A TRANSFERABLE ADDITIVE COMPOSITION

APPENDIX B-1

LICENSED PRODUCTS

Consumer Product Market	Professional (Business-to-Business) Market
Disposable diapers Disposable training pants Adult incontinence products Nonwovens and elastic materials Barrier films Absorbent composites and structures Changing mats Bibs Feminine pads and liners Tampons Vaginal health and hygiene products Facial Tissue Bath/toilet tissue Paper Towels Home cleaning products Paper Table Napkins Toiletries/skin care products Perineal wipes (baby and adult) Hand/face wipes Body/skin temperature control products Bathing products Aromatherapy products Cold/allergy relief products Germ protection wipes, soaps, sprays Diagnostic devices Face masks and air filters	Industrial garments and work wear Safety wear (including eye and ear protection, footwear, hardhats and welding helmets) Work/safety gloves Industrial face masks and respirators Industrial wipers (including woven and nonwoven wipers) Paper towels Toilet paper Facial tissue Napkins Air fresheners Soaps and hand sanitizers Industrial/Institutional dispensers Sanitizers and sanitizing systems

IN WITNESS WHEREOF, the parties have caused this Appendix B-1 to be executed by their authorized officers in two (2) original counterparts.

Licensor

Kimberly-Clark Worldwide, Inc.

By: 

Name: Nancy Loewe

Title: Sr. Vice President

Date:

Licensee

YUHAN-KIMBERLY, LIMITED

By: 

Name: KyooBok, Choe



Title: President / CEO

Date:



APPENDIX B-2

LICENSED TRADEMARKS FOR PRODUCTS INDICATED

<u>Trademarks</u>		<u>Products</u>		
Mark Name	Mark Image	App No.	Reg. No.	Class Description
Adult /Fem Care				
ANYDAYS	애니데이	1998-34232	459535	5 - Feminine napkins, towels and tampons, all for feminine hygiene or menstrual hygiene purposes
DEPEND	디펜드 DEPEND	3918/86	143056	5 - Absorbent pads for use by persons prone to incontinence; bed pads for incontinence; protective undergarments for use by persons prone to incontinence; and pants to hold incontinence pads in place
DEPEND		40-2006-53899	719028	3 - Cloths impregnated with a cleansing agent
DEPEND LADY		40-2006-18830	694784	5 - Feminine napkins for incontinence; sanitary napkins, tampons, panty liners
DEPEND LADY	디펜드 레이디	40-2006-18831	694783	5 - Feminine napkins for incontinence; sanitary napkins, tampons, panty liners
DEPEND OVERNIGHT		95-49577	374516	5 - Absorbent pads for use by persons prone to incontinence; bed pads for incontinence; protective undergarments for use by persons prone to incontinence; and pants to hold incontinence pads in place.
DEPEND OVERNIGHT		95-49578	374517	5 - Absorbent pads for use by persons prone to incontinence; bed pads for incontinence; protective undergarments for use by persons prone to incontinence; and pants to hold incontinence pads in place.
DEPEND STYLE		40-2012-54601	40-1009624	5 - Absorbent pads for use by persons prone to incontinence; protective undergarments for use by persons prone to incontinence; and pants to hold incontinence pads in place 10 - Bed pads for incontinence