****

**MASTER PERSONAL CARE PRODUCTS AFFIDAVIT**

 My name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am capable of and have the authority to make this Affidavit, and I am personally acquainted with the facts herein stated.

I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name), with a principal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

I declare, to the best of my knowledge and belief, that the following information is true, correct, and complete with respect to each product listed herein seeking to use the EWG VERIFIED™ mark under license (“Product”), based on the standards set forth in the EWG VERIFIEDTM Licensing Criteria: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Does not contain any ingredients on EWG’s “Unacceptable” list or any ingredients on EWG’s “Restricted” list that do not meet the applicable restrictions.
2. Disclose **all** intentionally added non-fragrance ingredients on the label, as well as the first five (5) fragrance ingredients in accordance with standard naming guidelines. Instructions on where to find the additional fragrance ingredients will be noted with a corresponding asterisk beneath the ingredient list.
3. Fully discloses for each Product on the brand’s public facing website all intentionally added non-fragrance ingredients, including ingredients used in flavor mixtures and chemicals used to coat mineral ingredients. Disclose fragrance ingredients at or above 0.01%, (and company will provide this information for each Product to EWG for inclusion in Skin Deep).
4. Was manufactured and packaged in accordance with Good Manufacturing Practices (GMPs).
5. Passed basic microbial challenge tests, which will be repeated as appropriate, or qualifies for exemption from such testing.

I fully understand, acknowledge, and agree that as a condition of remaining an authorized licensee, within one year of the date of signature of this Affidavit, each Product listed above must:

1. Follow European Union disclosure requirements for fragrance allergens in personal care products.
2. Follow the European Union’s labeling guidelines for nanoparticles used in cosmetics.
3. Indicate on the label or package either an expiration date or the “period of time after opening” during which the Product remains suitable for use.

I fully understand, acknowledge, and agree that as a condition of being and remaining an authorized licensee, my company:

1. Must submit to EWG (with all personally identifiable information redacted) all reports of serious adverse events for all Products bearing EWG’s licensed mark, with the understanding that EWG will not publicly disclose reports of serious adverse events unless it provides thirty (30) days’ advance written notice to the company with the good-faith reason a public disclosure is necessary.
2. Must submit to the U.S. Food and Drug Administration all reports of serious adverse events for all Products bearing EWG’s licensed mark.

I fully understand, acknowledge, and agree that:

1. EWG’s “Unacceptable” and “Restricted” lists may be updated once per year and that a phase-in period no shorter than eighteen (18) months will be provided so that companies may comply with updated policies or remove EWG’s licensed mark. EWG will date all documentation and inform licensees when policies are updated to ensure licensees are able to comply with policies in the time allowed.
2. EWG’s Skin Deep® database is dynamic, and the scoring algorithm may change over time to reflect the latest scientific data and information. Should a change in EWG’s Skin Deep® database require a company to change its Product’s label or formulation, company shall have no less than eighteen (18) months to make the product or labeling change, or remove EWG’s licensed mark.
3. Notwithstanding the foregoing, should scientific evidence emerge, demonstrating with reasonable certainty, that an ingredient poses significant harm to human health, EWG reserves the right to request that the company will stop producing any packaging/product bearing the EWG licensed mark OR remove the ingredient within one hundred and eighty (180) days from EWG’s request.
4. EWG has the right to perform random product testing, including through qualified third-party testing services, to ensure that Products meet the provisions outlined in EWG’s Licensing Criteria and may use third-party services to do so.
5. EWG will add each of the company’s licensed Products to EWG’s Skin Deep® database if such Products are not already rated in the database.

**[SIGNATURE PAGE FOLLOWS]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )

 Before me, the above-signed authority, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), who being by me duly sworn deposed the foregoing Affidavit. On this \_\_\_\_\_\_ day of \_\_\_\_\_\_,

 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_ (year).

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)