

**STRICTLY CONFIDENTIAL**


July 31, 2006

Mr. Jim Jones  
 Director, Office of Pesticide Programs  
 U.S. Environmental Protection Agency

Dear Mr. Jones,

Thank you again for giving us the opportunity to meet with you earlier this month to discuss our partnership plans with The American Red Cross. We understand from Seth Goldberg that you have requested us to confirm the existence of our executed agreement with The American Red Cross and to provide you with a brief summary of the relevant portions of the agreement.

On behalf of The Clorox Company ("Clorox"), I hereby certify that Clorox and The American National Red Cross, a nonprofit, charitable corporation chartered by an act of the United States Congress of January 5, 1905, as amended, codified at 36 U.S.C. § 300101 et seq., also known as the American Red Cross and headquartered at 2025 E St., N.W., Washington, D.C. 20006 ("Red Cross") entered into an Alliance Agreement as of July 1, 2006 (the "Agreement") and that the Agreement provides for the following:

- 
- **Non-Endorsement:** Clorox shall not state or imply that the use of the Red Cross trademarks by Clorox indicates the Red Cross' sponsorship or endorsement of Clorox, its products or any of Clorox's other activities and that the following disclaimer is used in all partnership marketing executions, including all product labels: "The American Red Cross name and emblem are used with its permission, which in no way constitutes an endorsement, express or implied, of any company, product or service."
- **Non-Exclusivity:** Both parties acknowledge and agree that the Agreement will not grant Clorox the exclusive right to participate with the Red Cross in promotion or other activities similar to the mutually agreed upon promotions.
- **Trademark Use:** Use of both the American Red Cross and Clorox trademarks are subject to prior written approval. Clorox shall have the right to use the Red Cross name and emblem (consisting of a Greek red cross) solely in connection with advertising and marketing the promotion. The Red Cross name and emblem is and shall remain the property of Red Cross. The parties acknowledge and agree that any time either party uses a Co-Branded Logo, the medium on which the Co-Branded Logo is used must be clear and not misleading such that the audience should reasonably understand why the Red Cross Marks and Clorox Marks appear together.
- **Pledge Language:** Clorox agrees to incorporate specific American Red Cross pre-approved donation language (which is consistent with the Better Business Bureau guidelines) in all materials.
- **Compliance:** Clorox agrees to comply with all applicable federal, state and local charitable solicitation laws and regulations to the extent applicable to Clorox's activities and responsibilities.
- **Product Labeling:** With respect to product labeling, the partnership logo will only be shown on specially marked Clorox product labels during the promotion period and only in connection with the cause marketing program.

CLAIMED CONFIDENTIAL BY SUBMITTER UPON SUBMISSION TO THE AGENCY

P.O. Box 24305  
 Oakland, CA  
 94623-1305

(510) 271-7000  
 Fax (510) 271-1652

12/1



- **Other:** Clorox agrees to obtain Red Cross' prior written approval of all materials relating to the partnership before such materials are disseminated and published.

I hope this letter addresses any questions that you may have regarding the Agreement. Also, since the Agreement and its terms are confidential, we request that you please treat the contents of this letter as confidential as well. Please call me if you have any additional questions. I can be reached at (510) 271-6507.

Best regards,

A handwritten signature in black ink, appearing to read "TPA".

Tarang P. Amin  
Vice President, Laundry Home Care Division

P.O. Box 24305  
Oakland, CA  
94623-1305

(510) 271-7000  
Fax (510) 271-1652

125