

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON DECEMBER 1, 1995
REGISTRATION NO. 33-_____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

KIMBERLY-CLARK CORPORATION
(Exact name of Registrant as specified in its charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation or Organization)

39-0394230
(I.R.S. Employer
Identification Number)

P.O. BOX 619100
DALLAS, TEXAS
(Address of Principal Executive
Offices)

75261-9100
(Zip Code)

KIMBERLY-CLARK CANADA INC. EMPLOYEE INCENTIVE INVESTMENT PLAN
(Full Title of the Plan)

O. GEORGE EVERBACH
SENIOR VICE PRESIDENT -- LAW AND GOVERNMENT AFFAIRS
P.O. BOX 619100
DALLAS, TEXAS 75261-9100
(212) 281-1200
(Name, Address and Telephone Number, Including Area Code, of Agent for Service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$1.25 par value	350,000 shares	\$76.6875	\$26,840,625	\$9,256
Preferred Stock Purchase Rights	350,000 rights	(2)	(2)	(2)

(1) Estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act of 1933, as amended, pursuant to Rule 457(c) thereunder, based on \$76.6875 the average of the high and low prices of the Common Stock on November 29, 1995, as reported in the consolidated reporting system.

(2) The Preferred Stock Purchase Rights initially are attached to and trade with the shares of Common Stock being registered hereby. Value attributable to such Rights, if any, is reflected in the market price of the Common Stock.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents heretofore filed by the Registrant with the Securities and Exchange Commission (the "SEC") are incorporated herein by reference:

1. The Registrant's Annual Report on Form 10-K for the year ended December 31, 1994;
2. The Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31, June 30 and September 30, 1995;
3. The Registrant's Current Reports on Form 8-K reporting events on January 9, May 9, June 13, July 16, September 7 and September 22, 1995;
4. The Registrant's Registration Statement on Form S-4 (Registration No. 33-64063) relating to the proposed merger of a wholly-owned subsidiary of the Registrant into Scott Paper Company, whereby the latter will become a wholly-owned subsidiary of the Registrant, including the description of the Registrant's Common Stock contained in the Joint Proxy Statement/Prospectus constituting a part of such Registration Statement; and
5. The description of the Registrant's Preferred Stock Purchase Rights contained in Registration Statements on Form 8-A and Form 8-A/A filed by the Registrant with the SEC on June 21, 1988 and June 13, 1995, respectively, including any amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date hereof and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the dates of filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

II-2

3

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's By-laws (the "By-Laws") provide, among other things, that the Registrant shall (i) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Registrant) by reason of the fact that he is or was a Director or officer of the Registrant, or is or was serving at the request of the Registrant as a Director or officer of another corporation, or in the case of an officer or Director of the Registrant is or was serving as an employee or agent of a partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Registrant, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, and

(ii) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Registrant to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Registrant, or is or was serving at the request of the Registrant as a Director or officer of another corporation, or in the case of an officer or Director of the Registrant is or was serving as an employee or agent of a partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Registrant and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Registrant unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. Notwithstanding the foregoing, the Registrant is not required to indemnify any Director or officer of the Registrant

II-3

4

in connection with a proceeding (or portion thereof) initiated by such Director or officer against the Registrant or any Directors, officers or employees thereof unless (i) the initiation of such proceeding (or portion thereof) was authorized by the Board of Directors of the Registrant or (ii) notwithstanding the lack of such authorization, the person seeking indemnification is successful on the merits. The By-Laws further provide that the indemnification provided therein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled.

Section 145 of the General Corporation Law of the State of Delaware authorizes indemnification by the Registrant of Directors and officers under the circumstances provided in the provisions of the By-Laws described above, and requires such indemnification for expenses actually and reasonably incurred to the extent a Director or officer is successful in the defense of any action, or any claim, issue or matter therein.

The Registrant has purchased insurance which purports to insure the Registrant against certain costs of indemnification which may be incurred by it pursuant to the By-Laws and to insure the officers and Directors of the Registrant, and of its subsidiary companies, against certain liabilities incurred by them in the discharge of their functions as such officers and directors except for liabilities resulting from their own malfeasance.

Item 7. Exemptions from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

(a) The following is a list of Exhibits included as part of this Registration Statement. The Registrant agrees to furnish supplementally a copy of any omitted schedule to the SEC upon request. Items marked with an asterisk are filed herewith.

- 4.1 Restated Certificate of Incorporation of the Registrant, dated April 16, 1987, is hereby incorporated by reference to Exhibit No.(4)e to the Registration Statement on Form S-8 of the Registrant filed with the SEC on February 16, 1993 (Registration No. 33-58402).
- 4.2 By-laws of the Registrant, as amended June 8, 1995, are hereby incorporated by reference to Exhibit No. (3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1995.
- 4.3 Rights Agreement dated as of June 21, 1988, as amended and restated as of June 8, 1995, between the Registrant and

5

The First National Bank of Boston, as Rights Agent, is hereby incorporated by reference to Exhibit No. 1 to the Registration Statement on Form 8-A/A of the Registrant filed with the SEC on June 13, 1995.

4.4* Kimberly-Clark Canada Inc. Employee Incentive Investment Plan.

23.1* Consent of Deloitte & Touche LLP.

23.2* Consent of Coopers & Lybrand L.L.P.

23.3* Consent of Price Waterhouse LLP.

24* Powers of Attorney.

(b) Not applicable.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

6

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective

amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-6

7

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irving, State of Texas, on December 1, 1995.

KIMBERLY-CLARK CORPORATION

By:

Wayne R. Sanders

Wayne R. Sanders
Chairman of the Board and
Chief Executive Officer

II-7

8

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Wayne R. Sanders	Chairman of the Board	December 1, 1995
- -----	and Chief Executive	
Wayne R. Sanders	Officer and Director	
	(principal executive	
	officer)	

John W. Donehower - ----- John W. Donehower	Senior Vice President and Chief Financial Officer (principal financial officer)	December 1, 1995
Randy J. Vest - ----- Randy J. Vest	Vice President and Controller (principal accounting officer)	December 1, 1995

DIRECTORS

*	*
-----	-----
John F. Bergstrom	Pastora San Juan Cafferty
*	*
-----	-----
Paul J. Collins	William O. Fifield
*	*
-----	-----
Claudio X. Gonzalez	James G. Grosklaus
*	*
-----	-----
Louis E. Levy	Frank A. McPherson
*	*
-----	-----
Linda Johnson Rice	Wolfgang R. Schmitt
*	

Randall L. Tobias	

December 1, 1995

*By: O. George Everbach

O. George Everbach
Attorney-in-Fact

II-8

9

Exhibit Index

The following is a list of Exhibits included as part of this Registration Statement. Items marked with an asterisk are filed herewith.

No. ----	Description of Exhibit -----
4.1	Restated Certificate of Incorporation of the Registrant, dated April 16, 1987, is hereby incorporated by reference to Exhibit No. (4)e to the Registration Statement on Form S-8 of the Registrant filed with the SEC on February 16, 1993 (Registration No. 33-58402).
4.2	By-laws of the Registrant, as amended June 8, 1995, are hereby incorporated by reference to Exhibit No. (3) to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1995.

- 4.3 Rights Agreement dated as of June 21, 1988, as amended and restated as of June 8, 1995, between the Registrant and The First National Bank of Boston, as Rights Agent, is hereby incorporated by reference to Exhibit No. 1 to the Registration Statement on Form 8-A/A of the Registrant filed with the SEC on June 13, 1995.
- 4.4* Kimberly-Clark Canada Inc. Employee Incentive Investment Plan.
- 23.1* Consent of Deloitte & Touche LLP.
- 23.2* Consent of Coopers & Lybrand L.L.P.
- 23.3* Consent of Price Waterhouse LLP.
- 24* Powers of Attorney.

KIMBERLY-CLARK CANADA INC.
EMPLOYEE INCENTIVE INVESTMENT PLAN

ARTICLE 1
INTRODUCTION

1.1 The Kimberly-Clark Canada Inc. Employee Incentive Investment Plan is hereby established on the following terms and conditions and shall be effective as of and from January 1, 1996.

1.2 The purpose of the Plan is to promote the interests of KC Corporation and its shareholders by encouraging Eligible Employees to arrange for personal investment programs which will be augmented by Employer Contributions. It provides each Eligible Employee with an opportunity to obtain a proprietary interest in KC Corporation by purchasing the publicly traded Shares of KC Corporation in accordance with the terms and conditions hereof.

ARTICLE 2
DEFINITIONS

In this Plan, whenever the context so indicates, the singular and plural, and the masculine, feminine or neuter gender, shall each be deemed to include the others and the following capitalized terms shall have the following meanings:

- 2.1 "Board of Directors" means the Board of Directors of the Company.
- 2.2 "Business Day" means each day other than a Saturday or Sunday on which the Trustee is open for business at its head office in Toronto, Ontario.
- 2.3 "Company" means Kimberly-Clark Canada Inc.
- 2.4 "Compensation" means the regular base salary or regular hourly wage received by a Participant from an Employer during a calendar year as determined by such Employer from time to time excluding vacation pay in lieu of time off, overtime, bonuses, service awards or any other special compensation.
- 2.5 "Eligible Employee" means an employee of an Employer which has completed at least twelve months of regular full-time employment with the Employer and who is on the Employer's active payroll provided such employee is not:

2

- 2 -

- (a) an employee who is eligible to participate in any other matched savings plan that is sponsored by the Company or KC Corporation other than a group retirement savings plan available to employees of an Employer to which the Employer makes matching contributions;
- (b) an employee who is employed on a temporary or intermittent basis or for less than the full number of hours in the basic work week at the Employer's work location; or
- (c) an employee who is included in a unit of employees covered by a collective bargaining agreement unless the collective bargaining agreement expressly provides that the employees in such unit are eligible to participate in the Plan.

2.6 "Employer" means KC Inc., KC Forest Products and KCC Services each in respect of its own employees.

2.7 "Employer Contributions" means contributions made by an Employer pursuant to section 4.2 hereof which are deposited to a Participant's Stock Account.

- 2.8 "KC Corporation" means Kimberly-Clark Corporation.
- 2.9 "KCC Services" means Kimberly-Clark Canada Services Corp.
- 2.10 "KC Forest Products" means Kimberly-Clark Forest Products Inc.
- 2.11 "KC Inc." means Kimberly-Clark Inc.
- 2.12 "Non-Share Assets" means all assets held in a Participant Stock Account other than Shares.
- 2.13 "Participant" means an Eligible Employee who enrolls in the Plan in accordance with Article 3 hereof.
- 2.14 "Participant Contributions" means contributions made by a Participant in accordance with the Plan which are deposited to the Participant's Stock Account on a monthly basis in accordance with section 6.2.
- 2.15 "Participant Stock Account" means an account maintained for each Participant by the Trustee to hold Participant Contributions, Shares and any income or dividends earned thereon.
- 2.16 "Plan" means the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan established hereby.

3

- 3 -

- 2.17 "Shares" means shares of the common stock of KC Corporation.
- 2.18 "Trustee" means the corporate entity selected by the Company pursuant to Section 12.1 to receive and invest all Participant Contributions and all Employer Contributions.
- 2.19 "Trust Agreement" means the agreement entered into between the Trustee and the Company establishing the basis for holding and administering the assets of the Plan.
- 2.20 "U.S. National Exchange" means the New York Stock Exchange, the Chicago Stock Exchange or the Pacific Stock Exchange.
- 2.21 "Valuation Date" means the last Business Day of each month.

ARTICLE 3 PARTICIPATION

3.1 ACCOUNT APPLICATION FORM. As a condition of joining the Plan and becoming a Participant, an Eligible Employee must first complete and file with his Employer an account application form provided by the Employer. The account application form will authorize the relevant Employer to deduct from the Eligible Employee's Compensation the amount of such Eligible Employee's Participant Contribution designated pursuant to Section 4.1 hereof and will express the agreement of the Eligible Employee to the terms and conditions of the Plan.

3.2 CURRENT ELIGIBLE EMPLOYEES. An employee of an Employer that is an Eligible Employee on January 1, 1996 may elect to join the Plan and become a Participant effective February 1, 1996 or on the first day of any month thereafter by completing and filing an account application form with his Employer prior to such effective date.

3.3 NEW ELIGIBLE EMPLOYEES. An employee of an Employer that becomes an Eligible Employee at any time after January 1, 1996 may elect to join the Plan and become a Participant effective the first day of any month by completing and filing an account application form with his Employer prior to such effective date.

ARTICLE 4 CONTRIBUTIONS

4.1 PARTICIPANT CONTRIBUTIONS. (a) In the account application form which an Eligible Employee files with the Employer pursuant to Article 3, the Eligible Employee shall designate any percentage (in whole numbers) of his current Compensation between 2% and 6% inclusive, or alternatively a fixed dollar amount representing between 2% and 6% of his current Compensation, to be contributed to the Plan as his Participant

4

- 4 -

Contribution in each calendar year. A Participant may change such designation no more frequently than once in each calendar quarter by providing his Employer with a contribution change form which designates a revised percentage or fixed dollar amount to become effective as soon as administratively possible following the month during which such contribution change form is received by the Employer.

(b) Participant Contributions shall be made by way of payroll deductions each payroll period only commencing as soon as administratively possible following the effective date of a Participant's participation in the Plan and shall not be made by way of lump sum contributions.

(c) Subject to Sections 5.1 and 7.1 hereof, each Participant must make Participant Contributions for so long as he remains a Participant except when on authorized unpaid leave of absence including illness or injury.

4.2 EMPLOYER CONTRIBUTIONS. Prior to the Valuation Date of each month during which an Employer has made Participant Contributions to the Plan on behalf of a Participant, the Employer shall contribute to the Plan an amount equal to 25% of the amount of such Participant Contributions.

ARTICLE 5
TEMPORARY SUSPENSION
OF
PARTICIPANT CONTRIBUTIONS

5.1 PARTICIPANT ELECTION. A Participant may elect to suspend his Participant Contributions to the Plan by providing his Employer with a completed contribution change form available from the Employer. Such suspension must last for a period of not less than six months commencing with the month immediately following the date of receipt of the completed contribution change form by the Employer, and operates immediately to suspend all further Participant and Employer Contributions in respect of the Participant. Participant Contributions that are not made during the period of suspension may not be accumulated or carried forward for later payment. A Participant may not exercise his right to suspend his Participant Contributions to the Plan more than once in each calendar year.

5.2 SUBSEQUENT PARTICIPATION. A Participant who has suspended his Participant Contributions to the Plan pursuant to Section 5.1 may begin making Participant Contributions again following the related suspension period by completing and providing his Employer with a further contribution change form.

5

- 5 -

ARTICLE 6
INVESTMENT
OF
PARTICIPANT AND EMPLOYER CONTRIBUTIONS

6.1 PARTICIPANT STOCK ACCOUNTS. The Trustee shall maintain a Participant Stock Account on behalf of each Participant which shall consist of the following from time to time:

- (a) Participant Contributions and any interest earned thereon;
- (b) Employer Contributions and any interest earned thereon; and
- (c) Shares and any dividends received in respect of such Shares.

6.2 DEPOSIT OF PARTICIPANT AND EMPLOYER CONTRIBUTIONS. The Participant Contributions and Employer Contributions for a Participant shall be directed by

the Participant's Employer to the Trustee which shall deposit such Participant Contributions and Employer Contributions in the Participant Stock Account for the Participant prior to the Valuation Date of the month during which such Participant Contributions and Employer Contributions are received by the Trustee.

6.3 INVESTMENT OF NON-SHARE ASSETS. On the Valuation Date of each month the Trustee shall pool all Non-Share Assets then held in all Participant Stock Accounts and shall use such Non-Share Assets to purchase Shares through the facilities of a U.S. National Exchange at a time and price, in an amount and manner, and through a broker, to be determined by the Trustee. Non-Share Assets used for such purpose shall be converted into U.S. dollars using the exchange rate quoted by the Trustee on the date the Shares are purchased. As soon as administratively possible following a Valuation Date, Shares so purchased by the Trustee shall be allocated to each Participant's Participant Stock Account proportionately based upon the average purchase price of the Shares net of related expenses and the proportion that the amount of Non-Share Assets that was available from a Participant's Participant Stock Account to purchase the Shares is to the aggregate amount of Non-Share Assets that was available from all Participant Stock Accounts for such purpose. Any appreciation in the value of Shares held in a Participant's Participant Stock Account shall accrue to the benefit of the Participant and any depreciation in the value of such Shares shall be borne by the Participant.

6.4 ALLOCATION OF EXPENSES. All expenses associated with a purchase of Shares by the Trustee on behalf of Participants utilizing the Non-Share Assets held in the Participant Stock Accounts of such Participants shall be paid by such Participants proportionately based upon the number of Shares purchased by each Participant and the amount of such expenses shall be deducted by the Trustee from each Participant's Participant Contributions.

6

- 6 -

6.5 REGISTRATION. All Shares held by the Trustee for Participants under the Plan shall be registered in the name of the Trustee or its nominee until withdrawn, distributed or sold in accordance with the terms hereof.

6.6 PURCHASES FROM OTHER PARTICIPANTS. If the Trustee is required to sell Shares on behalf of one or more Participants at the same time as it is required to purchase Shares on behalf of one or more Participants, the Trustee shall be entitled to effect a sale between such Participants at a price equal to the closing price for the Shares as reported on the New York Stock Exchange Composite Transactions Tape on such day.

ARTICLE 7 WITHDRAWALS

7.1 WITHDRAWALS FROM PARTICIPANT STOCK ACCOUNTS. A Participant may withdraw all, or part only, of the value of his Participant Stock Account by providing his Employer with a payment authorization and direction form available from the Employer. Whenever a Participant makes any withdrawal of the value of his Participant Stock Account, whether by way of a full or partial withdrawal, his ability to make further contributions to the Plan is suspended for a period of twelve months commencing on the first day of the month immediately following the month in which the withdrawal is made and he may only begin making further contributions to the Plan following such twelve month suspension period by completing and providing his Employer with a contribution change form. Any request for withdrawal shall take effect immediately upon receipt of a payment authorization and direction form by an Employer and shall operate immediately to suspend any further Participant Contributions and Employer Contributions in respect of the Participant.

7.2 METHOD OF WITHDRAWAL FROM A PARTICIPANT STOCK ACCOUNT. A withdrawal from a Participant Stock Account shall be made in the form of either all cash or all Shares indicated by way of an election on the Participant's payment authorization and direction form and shall be paid to the Participant as soon as administratively possible following the month during which the payment authorization and direction form is received by the Employer. The Trustee shall sell such number of shares in the Participant's Participant Stock Account as may be necessary to effect the cash payment in accordance with the terms of the Trust Agreement and shall remit the cash amount to the Participant net of related sale expenses.

7.3 FORM OF WITHDRAWAL. Shares transferred to a Participant pursuant to a request for withdrawal shall be registered in the Participant's name. Rights to a fraction of a Share shall be satisfied by way of a cash payment and all cash payments made pursuant to a request for withdrawal shall be made in Canadian funds.

7

- 7 -

ARTICLE 8
DISTRIBUTION ON TERMINATION OF EMPLOYMENT

8.1 DISTRIBUTION ON TERMINATION OF EMPLOYMENT. If a Participant's employment with his Employer is terminated for any reason, the Participant or his beneficiary, as the case may be, shall cease to be a Participant and shall receive the value of his Participant Stock Account pursuant to Section 8.3.

8.2 SUSPENSION OF PARTICIPANT AND EMPLOYER CONTRIBUTIONS. The termination of a Participant's employment for any reason shall operate as an immediate suspension of any further Participant Contributions and Employer Contributions in respect of the Participant.

8.3 METHOD OF DISTRIBUTION. A distribution of the value of a Participant's Participant Stock Account as a result of the termination of the Participant's employment shall be made in the form of either all cash or all Shares indicated by way of an election on a payment authorization and direction form to be provided by the Participant's Employer and to be completed and returned to the Employer by the Participant or the Participant's beneficiary or legal representative, as the case may be, within 3 calendar months of the Participant's termination of employment. Failure to complete and return a payment authorization and direction form within such 3 month period will be deemed to constitute an election to receive the distribution of the value of the Participant's Participant Stock Account by way of cash payment only. A distribution of a Participant's Participant Stock Account attributable to termination of the Participant's employment shall be paid by the Trustee to the Participant or the Participant's beneficiary or legal representative, as the case may be, as soon as administratively possible following the month during which a completed payment authorization and direction form is received by the relevant Employer or during which the applicable three month election period expires. The Trustee shall sell such number of Shares in the Participant's Participant Stock Account as may be necessary to generate any cash component of the distribution and shall remit such cash amount to the Participant or the Participant's beneficiary or legal representative net of related sale expenses. Such sale shall be made through the facilities of a U.S. National Exchange at a time and price, in an amount and manner, and through a broker, to be determined by the Trustee.

8.4 FORM OF DISTRIBUTION. Shares distributed to a Participant or the Participant's beneficiary or legal representative upon termination of the Participant's employment shall be registered in the Participant's name or in the name of the Participant's beneficiary or legal representative, as the case may be. Rights to a fraction of a Share shall be satisfied by way of a cash payment and all cash payments made by way of distribution shall be made in Canadian funds.

8

- 8 -

ARTICLE 9
VOTING OF SHARES

9.1 INSTRUCTIONS FROM PARTICIPANTS. Shares held by the Trustee on behalf of Participants shall be voted by the Trustee at each annual and/or special meeting of shareholders of KC Corporation in accordance with the instructions of the Participants and for this purpose the Trustee shall provide each Participant with a copy of the related notice of meeting, information circular and form of proxy together with an appropriate form on which the Participant may provide the Trustee with voting instructions in respect of Shares held in the Participant's Participant Stock Account. Shares in respect of which voting instructions are not received by the Trustee from Participants shall not be voted by the Trustee at the meeting.

ARTICLE 10
TAKEOVER BIDS AND ISSUER BIDS

10.1 INSTRUCTIONS FROM PARTICIPANTS. A Participant may instruct the Trustee in writing how to respond to a takeover bid or an issuer bid for any or all of the Shares held by the Trustee on behalf of the Participant in his Participant Stock Account. The Company shall notify each Participant and exert its best efforts to distribute to him in a timely manner, or to cause to be so distributed, such information as will be distributed to Shareholders of KC Corporation in connection with any such takeover bid or issuer bid. Upon receipt of instructions from a Participant to tender Shares to such a takeover bid or issuer bid, the Trustee shall tender such Shares as and to the extent so instructed. If the Trustee shall not receive instructions from a Participant regarding a takeover bid or issuer bid for the Shares, or if the Trustee receives instructions not to tender any Shares to such a bid, the Trustee shall have no discretion in such matter and shall take no action in response to the bid.

ARTICLE 11
THE TRUSTEE

11.1 APPOINTMENT OF TRUSTEE. The Company shall appoint a Trustee under the Plan and shall enter into a Trust Agreement with the Trustee in respect of the Plan. The Trustee shall be an "agent independent of KC Corporation" within the meaning of Rule 10b-18(a)(6) under the United States Securities Exchange Act of 1934, as amended. The Trust Agreement shall provide for the payment to the Trustee of Participant Contributions and Employer Contributions and shall contain such other terms and provisions, not inconsistent with the Plan, as the Company shall approve. Subject to the requirements of the Plan, the Trustee shall control the time and price at which, the amount of, the manner in which, and the broker through which, Shares shall be purchased. The Company shall

9

- 9 -

have the right, at any time and from time to time, to remove an existing Trustee and to appoint a new Trustee.

11.2 DUTIES OF TRUSTEE. The Trustee shall receive all Participant Contributions and Employer Contributions under the Plan and shall hold, manage and invest same and make any disbursements of Participant Contributions and Employer Contributions that are contemplated by the Plan or the Trust Agreement. Without restricting the generality of the foregoing, the Trustee shall establish and maintain a Participant Stock Account for each Participant. The Trustee may delegate some or all of its duties under the Plan or the Trust Agreement with the prior written approval of the Company.

11.3 LIMITATION OF THE COMPANY'S LIABILITY. Although the Company shall use its best judgment in selecting the Trustee from time to time under the Plan, neither the Company nor the Employers nor any of the directors or officers thereof shall be under any liability or obligation with respect to any loss or diminution in the value of the assets held by the Trustee under the Plan.

ARTICLE 12
REPORTS AND VALUATION

12.1 PARTICIPANT REPORTS. The Trustee shall provide each Participant with a report as soon as reasonably practicable following the end of each calendar quarter which shall indicate:

- (a) the Participant Contributions made to the Participant's Participant Stock Account during the calendar quarter;
- (b) Shares purchased on behalf of the Participant during the calendar quarter using the Participant's Non-Share Assets;
- (c) Employer Contributions received by the Participant during the calendar quarter; and
- (d) dividends received on Shares held in the Participant's Participant Stock Account during the calendar quarter.

The Trustee shall also provide each Participant with all income tax reporting

information and forms respecting the Participant's participation in the Plan during a calendar year which the Participant requires to prepare and file his annual income tax return.

12.2 COMPANY REPORTS. The Trustee shall provide the Company and each Employer with a report as soon as reasonably practicable following the end of each calendar month which shall indicate:

10

- 10 -

- (a) Participant Contributions received from each Participant during the month;
- (b) Shares purchased on behalf of each Participant during the month using each Participant's Non-Share Assets;
- (c) dividends received on Shares held in each Participant's Participant Stock Account during the month; and
- (d) Employer Contributions made to each Participant's Participant Stock Account during the month.

ARTICLE 13 ADMINISTRATION

13.1 COMPANY ADMINISTRATION. The Board of Directors shall be responsible for the administration of the Plan, including the interpretation of its provisions, and the decisions of the Board of Directors with respect to any questions arising under the Plan shall be final and binding for all purposes. The Board of Directors may adopt such rules and regulations for carrying out or implementing the Plan, and may delegate to officers or other employees of the Company or the Employers such powers and duties in connection with the administration of the Plan as the Board of Directors may deem advisable. The Board of Directors and any officers or other employees of the Company or the Employers to whom the Board of Directors shall have delegated any powers and duties in connection with the administration of the Plan shall be entitled to rely conclusively on all tables, valuations, certifications, opinions and reports which shall be furnished by any accountant, administrator, Trustee, insurance company, counsel or other expert who shall be employed or engaged for such purpose.

ARTICLE 14 GENERAL PROVISIONS

14.1 COSTS OF ADMINISTRATION. Brokerage and commission fees payable in connection with the purchase of Shares using Non-Share Assets, brokerage fees and commissions payable in connection with the sale of Shares by the Trustee on behalf of Participants, withdrawal fees and taxes payable in respect of assets held in Participant Stock Accounts shall be paid by the Participants in the manner contemplated by the Plan. All other costs incidental to the administration of the Plan, including related payroll administration charges, shall be paid by each of the Employers pro rata based upon the relative number of Participants for which it is the Employer.

11

- 11 -

14.2 NON-DIVERSION OF ASSETS. No part of a Participant's Participant Stock Account shall be used for or diverted to purposes other than for the exclusive benefit of the Participants.

14.3 NON-ASSIGNABILITY OF INTERESTS UNDER THE PLAN. Shares held in a Participant's Participant Stock Account may not be assigned or otherwise alienated by the Participant.

14.4 LIMITATION OF RIGHTS OF EMPLOYEE. Participation in the Plan is voluntary and shall not constitute a consideration for, an inducement to, or a condition of, the employment of any Eligible Employee and nothing contained in the Plan shall give any Participant or Eligible Employee the right to be retained in the service of an Employer or shall interfere with the right of the Employer to discharge any Eligible Employee, whether or not a Participant, at

any time. Enrolment in the Plan does not give any Participant or beneficiary thereof any right or claim to any payment except as such payment is provided for under the provisions of the Plan and then only to the extent that assets are available in the hands of the Trustee for the making of such payment in accordance with the terms of the Plan.

14.5 GOVERNING LAW. The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 15
AMENDMENT AND TERMINATION OF THE PLAN

15.1 POWER TO AMEND AND TERMINATE. The Company reserves the right to amend or terminate the Plan at any time in its sole discretion without notice subject, in the case of an amendment, to continuing to meet such requirements as are necessary to maintain the Plan's status as an employee benefit plan for purposes of the Income Tax Act (Canada). Termination of the Plan operates immediately to suspend any further Participant Contributions and Employer Contributions in respect of all Participants. No such amendment or termination shall have the effect of permitting any assets held by the Trustee on behalf of Participants pursuant to the Plan to be used for or diverted to purposes other than those of the Plan.

15.2 ADOPTION OF PLAN BY SUCCESSOR. If the Company shall be reorganized by way of merger, consolidation, transfer of assets or otherwise, such that an entity other than the Company shall succeed to all or substantially all of the Company's business, the successor entity may be substituted for the Company under the Plan by adopting the Plan. Participant and Employer Contributions shall be automatically suspended as of and from the effective date of any such reorganization until the substitution of the successor entity becomes effective.

NOVEMBER 29, 1995

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement on Form S-8 under the Securities Act of 1933 and in the related prospectus of Kimberly-Clark Corporation of our reports dated January 27, 1995, appearing in and incorporated by reference in the Annual Report on Form 10-K under the Securities Exchange Act of 1934 of Kimberly-Clark Corporation for the year ended December 31, 1994 and incorporated by reference in Registration Statement No. 33-64063 of Kimberly-Clark Corporation on Form S-4 under the Securities Act of 1933 and to the references to us under the headings "SUMMARY - - The Merger and the Merger Agreement, Anticipated Accounting Treatment," "THE MERGER - Background of the Merger," "OTHER TERMS OF THE MERGER AGREEMENT - Conditions Precedent to the Merger," and "EXPERTS" all in the Joint Proxy Statement/Prospectus, which is part of Registration Statement No. 33-64063.

DELOITTE & TOUCHE LLP

Deloitte & Touche LLP

Dallas, Texas
December 1, 1995

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference, in this Registration Statement on Form S-8 and in the related Prospectus of Kimberly-Clark Corporation, of our report, dated January 31, 1995, on our audit of the consolidated financial statements of Scott Paper Company as of December 31, 1994 and for the year then ended, and the incorporation by reference of our report, dated January 31, 1995, on our audit of the consolidated financial statement schedule of Scott Paper Company as of December 31, 1994 and for the year then ended, which reports are incorporated by reference and included in the Annual Report on Form 10-K of Scott Paper Company for the year ended December 31, 1994, respectively, which Annual Report on Form 10-K is incorporated by reference in the Registration Statement on Form S-4 of Kimberly-Clark Corporation (Registration No. 33-64063). We also consent to the references to our firm under the headings "SUMMARY -- The Merger and the Merger Agreement, Anticipated Accounting Treatment," "OTHER TERMS OF THE MERGER AGREEMENT -- Conditions Precedent to the Merger" and "EXPERTS" in the Joint Proxy Statement/Prospectus constituting a part of such Registration Statement on Form S-4. Such Registration Statement on Form S-4 is incorporated by reference in this Registration Statement and in the related Prospectus.

COOPERS & LYBRAND L.L.P.

2400 Eleven Penn Center
Philadelphia, Pennsylvania
December 1, 1995

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 and in the related Prospectus of Kimberly-Clark Corporation of our report dated January 25, 1994, except as to the subheading "Discontinued Operation" in Note 2, which is as of December 20, 1994, appearing on page 17 of Scott Paper Company's Annual Report on Form 10-K for the year ended December 31, 1994, which Annual Report on Form 10-K is incorporated by reference in the Registration Statement on Form S-4 of Kimberly-Clark Corporation (Registration No. 33-64063); such Registration Statement on Form S-4 is incorporated by reference in this Registration Statement and in the related Prospectus. We also consent to the incorporation by reference in this Registration Statement and in the related Prospectus of our report on the Financial Statement Schedule, which appears on page 19 of such Annual Report on Form 10-K and to the reference to us under the heading "EXPERTS" in the Joint Proxy Statement/Prospectus constituting a part of such Registration Statement on Form S-4.

PRICE WATERHOUSE LLP

PRICE WATERHOUSE LLP
Philadelphia, PA
December 1, 1995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

John F. Bergstrom

 John F. Bergstrom

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Pastora San Juan Cafferty

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Paul J. Collins

Paul J. Collins

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

William O. Fifield

William O. Fifield

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the

"Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Claudio X. Gonzalez

Claudio X. Gonzalez

6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

James G. Grosklaus

James G. Grosklaus

7

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of

Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Louis E. Levy

Louis E. Levy

8

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Frank A. McPherson

Frank A. McPherson

9

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and

purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Linda Johnson Rice

Linda Johnson Rice

10

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Wayne R. Sanders

Wayne R. Sanders

11

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November,

1995.

Wolfgang R. Schmitt

Wolfgang R. Schmitt

12

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, a Director and/or Officer of Kimberly-Clark Corporation, a Delaware corporation (the "Corporation"), does hereby constitute and appoint John W. Donehower, Randy J. Vest and O. George Everbach, and each of them, with full power to act alone, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on behalf of the undersigned a Registration Statement on Form S-8 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the registration under the Securities Act of 350,000 shares of Common Stock, \$1.25 par value, of the Corporation, together with the Preferred Stock Purchase Rights of the Corporation associated therewith, to be offered and sold pursuant to and in accordance with the Kimberly-Clark Canada Inc. Employee Incentive Investment Plan, and to execute any and all amendments to such Registration Statement, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any one of them, or his substitute or their substitutes, lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of November, 1995.

Randall L. Tobias

Randall L. Tobias