

Estate / Court File No.: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF THE BODY SHOP
CANADA LIMITED, IN THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO**

**MOTION RECORD OF
THE BODY SHOP CANADA LIMITED
(RETURNABLE MARCH 4, 2024)**

March 1, 2024

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO# 55954A)
Email: nrenner@dwpv.com
Tel: 416.367.7489
Fax: 416.863.0871

Lawyers for The Body Shop Canada
Limited

TO: SERVICE LIST

**SERVICE LIST
(MOTION RETURNABLE MARCH 4, 2024)**

TO:	<p>DAVIES WARD PHILLIPS & VINEBERG LLP 155 Wellington Street West Toronto, ON M5V 3J7</p> <p>Natasha MacParland (LSO# 42383G) Email: NMacParland@dwpv.com Tel: 416.863.5567</p> <p>Natalie Renner (LSO# 55954A) Email: NRenner@dwpv.com Tel: 416.367.7489</p> <p>Counsel for The Body Shop Canada Limited</p>
AND TO:	<p>ALVAREZ & MARSAL CANADA INC. Royal Bank Plaza, South Tower 200 Bay Street, Suite 2900, P.O. Box 22 Toronto, ON M5J 2J1</p> <p>Joshua Nevsky Email: jnevsky@alvarezandmarsal.com Tel: 416.847.5161</p> <p>Mitchell Binder Email: mbinder@alvarezandmarsal.com Tel: 416.847.5202</p> <p>The Proposal Trustee</p>
AND TO:	<p>CASSELS BROCK & BLACKWELL LLP Suite 3200, Bay Adelaide Centre - North Tower 40 Temperance Street Toronto ON M5H 0B4</p> <p>Jane Dietrich Email: jdietrich@cassels.com Tel: 416.860.5223</p> <p>Alec Hoy Email: ahoy@cassels.com Tel: 416.860.2976</p> <p>Counsel to the Proposal Trustee</p>

AND TO:	THE BODY SHOP INTERNATIONAL LIMITED C/O FRP Advisory Trading Limited 2nd Floor, 110 Cannon Street London, EC4N 6EU, UK Geoffrey Rowley geoff.rowley@frpadvisory.com Anthony Wright tony.Wright@frpadvisory.com Graham Wiseman Graham.Wiseman@thebodyshop.com
AND TO:	FRP ADVISORY TRADING LIMITED 110 Cannon Street London EC4N 6EU Geoffrey Rowley geoff.rowley@frpadvisory.com Anthony Wright tony.Wright@frpadvisory.com Joint Administrators to The Body Shop International Limited
AND TO:	JONES DAY LLP 250 Vesey Street New York, New York 10281 Dan T. Moss Email: dtmoss@jonesday.com Mobile: +1.202.345.8710 Counsel to AURELIUS Investment Lux One SARL, Aurelius IV UK AcquiCo Seven Ltd., Aurelius IV UK AcquiCo Eight Ltd., Joint Administrators
AND TO:	AURELIUS IV UK ACQUICO SEVEN LTD. 33 Glasshouse Street, 6 th Floor London, United Kingdom W1B 5DG Email: christina.nayman-mills@aurelius-group.com
AND TO:	DLA PIPER (CANADA) LLP Suite 6000, 1 First Canadian Place P.O. Box 367, 100 King St W Toronto, Ontario M5X 1E2 Edmond Lamek Email: edmond.lamek@dlapiper.com Mobile: 416.365.3444 Counsel to Aurelius IV UK AcquiCo Seven Ltd.

AND TO:	OWENS WRIGHT LLP 300-20 Holly St. Toronto, ON M4S 3B1 Paul A. De Luca Email: pdeluca@owenswright.com Direct: 416.848.4739 Counsel to Aurelius IV UK AcquiCo Eight Ltd.
AND TO:	ENTERPRISE FLEET MANAGEMENT CANADA, INC 13160 88 Ave Surrey, BC V3W 3K3
AND TO:	ENTERPRISE FLEET MANAGEMENT CANADA, INC 709 Milner Ave Scarborough, ON M1B 6B6
AND TO:	ENTERPRISE FLEET MANAGEMENT CANADA, INC 77 Belfield Rd. STE 100 Toronto, ON M9W 1G6 Email: e516wf@efleets.com
AND TO:	ENTERPRISE FLEET MANAGEMENT CANADA INC 5821 6 St. SE Calgary, AB T2H 1M4 Email: E23BVN@EFLEETS.COM
AND TO:	ENTERPRISE FLEET MANAGEMENT, INC 9315 Olive Blvd St. Louis, MO 63132 United States of America
AND TO:	ENTERPRISE FLEET MANAGEMENT, INC 2281 Ball Drive St. Louis, MO 63146 United States of America
AND TO:	HSBC BANK CANADA 321-21ST Street East Saskatoon, SK S7K0C1 Attention: Legal
AND TO:	HSBC BANK CANADA 16 York Street Toronto ON, M5J 0E6 John Borch Email: john_borch@hsbc.ca Santiago Mariano Carbo Email: santiago.mariano.carbo@hsbc.ca

AND TO:	MLT AIKINS LLP 1500-410 22 nd St. E Saskatoon, Saskatchewan S7K 5T6 Danielle Hopkins-Carter dcarter@mltaikins.com Emma Cates emmacates@mltaikins.com
AND TO:	ATTORNEY GENERAL OF CANADA DEPARTMENT OF JUSTICE Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, Ontario M5H 1T1 Email: torbankruptcy@justice.gc.ca Attorney General of Canada on behalf of His Majesty the King in Right of Canada as represented by the Minister of National Revenue
AND TO:	CANADA REVENUE AGENCY 1 Front Street West Toronto, Ontario M5J 2X6 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	DEPARTMENT OF JUSTICE (NOVA SCOTIA) Legal Services Division 1690 Hollis Street P.O. Box 7 Halifax, Nova Scotia B3J 2L6 Andrew Hill Email: andrew.hill@novascotia.ca Tel: 902.220.6623
AND TO:	DEPARTMENT OF JUSTICE (PRINCE EDWARD ISLAND) Fourth Floor, Shaw Building, South 95 Rochford Street P.O. Box 2000 Charlottetown, Prince Edward Island C1A 7N8 Email: DeptJPS@gov.pe.ca Tel: 902.368.4550
AND TO:	HIS MAJESTY THE KING IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE – INSOLVENCY UNIT Ontario Ministry of Finance – Legal Services Branch 11-777 Bay Street Toronto, Ontario M5G 2C8 Leslie Crawford Email: leslie.crawford@ontario.ca Copy to: Email: insolvency.unit@ontario.ca Fax: 416.325.1460
AND TO:	MINISTÈRE DE LA JUSTICE DU QUÉBEC Édifce Louis-Philippe-Pigeon

	<p>1200, route de l'Église Québec (Québec) G1V 4M1</p> <p>Email: informations@justice.gouv.qc.ca Tel: 418.643.5140</p>
AND TO:	<p>HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA REPRESENTED BY THE MINISTRY OF ATTORNEY GENERAL Legal Services Branch 1001 Douglas Street, 2nd Floor Victoria, British Columbia V8W 2C5</p> <p>Email: AGLSBRevTaxInsolvency@gov.bc.ca Fax: 250.387.0700</p>
AND TO:	<p>MINISTRY OF JUSTICE AND SOLICITOR GENERAL (ALBERTA) Legal Services 2nd Floor, Peace Hills Trust Tower 10011 – 109 Street Edmonton, Alberta T5J 3S8</p> <p>General Enquiries: Email: ministryofjustice@gov.ab.ca Tel: 780.427.2711 Fax: 780.427.2789</p>
AND TO:	<p>MINISTRY OF THE ATTORNEY GENERAL (MANITOBA) 104 Legislative Building 450 Broadway Winnipeg, Manitoba R3C 0V8</p> <p>Matt Wiebe, Minister of Justice Email: minjus@leg.gov.mb.ca Tel: 204.945.3728 Fax: 204.945.2517</p>
AND TO:	<p>MINISTRY OF THE ATTORNEY GENERAL (NEW BRUNSWICK) Chancery Place, 2nd Floor, Room: 2001 P. O. Box 6000 Fredericton, New Brunswick E3B 1E0</p> <p>Email: justice.comments@gnb.ca Tel: 506.462.5100 Fax: 506.453.3651</p>
AND TO:	<p>MINISTRY OF THE ATTORNEY GENERAL (SASKATCHEWAN) 300-1874 Scarth St. Regina, Saskatchewan S4P 4B3</p> <p>Bronwyn Eyre, Minister of Justice and Attorney General Email: jus.minister@gov.sk.ca</p>
AND TO:	<p>OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF JUSTICE AND PUBLIC SAFETY 4th Floor, East Block Confederation Building P.O. Box 8700 St. John's, NL A1B 4J6</p> <p>John Hogan Email: justice@gov.nl.ca Tel: 709.729-2869</p>

EMAIL DISTRIBUTION LIST:

jnevsky@alvarezandmarsal.com; mbinder@alvarezandmarsal.com;
jdietch@casells.com; ahoy@casells.com; tony.Wright@frpadvisory.com;
Graham.Wiseman@thebodyshop.com; geoff.rowley@frpadvisory.com;
tony.Wright@frpadvisory.com; dtmoss@jonesday.com; christina.nayman-
mills@aurelius-group.com; pdeluca@owenswright.com; e516wf@efleets.com;
E23BVN@EFLEETS.COM; john_borch@hsbc.ca; santiago.mariano.carbo@hsbc.ca;
dcarter@mltaikins.com; emmacates@mltaikins.com; torbankruptcy@justice.gc.ca; [AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca); andrew.hill@novascotia.ca;
DeptJPS@gov.pe.ca; leslie.crawford@ontario.ca; insolvency.unit@ontario.ca;
informations@justice.gouv.qc.ca; justice@gov.nl.ca;
AGLSBRevTaxInsolvency@gov.bc.ca; ministryofjustice@gov.ab.ca;
minjus@leg.gov.mb.ca; justice.comments@gnb.ca;
jus.minister@gov.sk.ca; edmond.lamek@dlapiper.com

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF THE BODY SHOP
CANADA LIMITED, IN THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO

INDEX

Tab	Description	Page No.
1.	Notice of Motion dated March 1, 2024	1 - 12
2.	Affidavit of Jordan Searle sworn March 1, 2024	13 - 39
A.	Exhibit " A " – Certificate of Filing of a Notice of Intention to Make a Proposal dated March 1, 2024	40 - 41
B.	Exhibit " B " – The Body Shop Structure Chart	42 - 46
C.	Exhibit " C " – Franchise Agreement dated October 3, 2023	47 - 102
D.	Exhibit " D " – Loan Agreement dated December 2023	103 - 116
E.	Exhibit " E " – Guarantee and Indemnity Agreement	117 - 136
F.	Exhibit " F " – General Security Agreement signature page & Hypothèque Mobilière	137 - 146
G.	Exhibit " G " – PPSA searches dated February 21-26, 2024	147 - 196
H.	Exhibit " H " – The Body Shop intranet announcement dated February 13, 2024.	197 - 200
I.	Exhibit " I " – Email from The Body Shop International to The Body Shop Canada dated February 26, 2024	201 - 203

Tab	Description	Page No.
J.	Exhibit “J” – Email from J. Searle to K. Wright dated February 13, 2024	204 - 206
K.	Exhibit “K” – Email from J. Searle to K. Wright dated February 14, 2024	207 - 209
L.	Exhibit “L” – Email from K. Wright to J. Searle dated February 15, 2024	210 - 211
M.	Exhibit “M” – Email from J. Searle to K. Wright and various others dated February 16, 2024	212 - 214
N.	Exhibit “N” - Email from J. Searle to P. Donnan and various others dated February 21, 2024	215 - 217
O.	Exhibit “O” – AON New Business Report for the Body Shop International Ltd. Dated February 28, 2024	218 - 235
P.	Exhibit “P” – AON Directors’ & Officers’ Liability Client Information Letter dated February 1, 2024	236 - 238
Q.	Exhibit “Q” – Email from M. Bartley to J. Searle and various others dated February 28, 2024	239 - 244
R.	Exhibit “R” – Email from M. Walsh to M. Prosak and S. Mui dated February 27, 2024	245 - 249
3.	Draft Order	250 - 259

Estate / Court File No.: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE BODY SHOP CANADA
LIMITED, IN THE CITY OF TORONTO, IN THE PROVINCE
OF ONTARIO

**NOTICE OF MOTION
(Returnable March 4, 2024)**

THE BODY SHOP CANADA (“TBS Canada” or the “Company”) will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) on March 4, 2024, or as soon thereafter as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard *(choose appropriate option)*

- In writing under subrule 37.12.1(1) because it is ;
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following location

<https://ca01web.zoom.us/j/65979875939?pwd=VVRJZHVVRWQ1cGdkRERtTGpRajNFUT09>

Meeting ID: 659 7987 5939
Passcode: 879894

THE MOTION IS FOR an order, in substantially the form attached at Tab 3 of the Motion Record dated March 1, 2024 (the “**Motion Record**”), among other things:

- (a) validating and abridging the time and manner of service of the Notice of Motion, Motion Record and the First Report (as defined below) and directing that any further service of the Notice of Motion, Motion Record and the First Report be dispensed with such that this Motion is properly returnable on the date scheduled for the hearing of this Motion;
- (b) expanding the stay of proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) by ordering the continuation of services and certain other protections in respect of the Company; and
- (c) granting an administration charge to secure the fees and disbursements of the Proposal Trustee (as defined below), counsel to the Proposal Trustee and counsel to the Company;
- (d) approving an indemnity and priority charge to indemnify the director and officers of the Company for any obligations and liabilities they may incur in such capacities;
- (e) directing all persons who have in their possession or power, any property of TBS Canada, or any book, document or paper of any kind relating to the Company, to produce the book, document or paper for TBS Canada, or to deliver to the Company any property of TBS Canada in their possession;

- (f) extending the time for the Company to file a proposal under the BIA or seek a further extension to April 16, 2024 (being 19 days from its current expiry of March 28, 2024);
- (g) certain additional relief; and
- (h) such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION are as follows:

Background

- (a) On March 1, 2024 (the “**Filing Date**”), TBS Canada filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the BIA;
- (b) Alvarez & Marsal Canada Inc. is the proposal trustee (the “**Proposal Trustee**”) in these proposal proceedings;
- (c) TBS Canada is a retailer that sells cosmetics, skin care and perfume through 105 stores across Canada and through an e-commerce platform;
- (d) TBS Canada is incorporated under the *Canada Business Corporations Act*. The Company’s head office is located in Toronto, Ontario and the majority of its stores (49) are located in Ontario. As of March 1, 2024, the Company employed 784 employees, none of which are unionized;

The Aurelius Acquisition and Security

- (e) The Company's secured creditor is Aurelius IV UK AcquiCo Seven Limited ("**Aurelius Seven**"). Aurelius Seven has a security interest over all of the Company's assets and property pursuant to a general security agreement registered under the personal property security regimes in each province and territory in Canada. Aurelius indirectly owns all of the outstanding shares of the Company's parent company, The Body Shop International Limited (the "**UK Parent**");
- (f) The shares of the UK Parent are indirectly owned by Aurelius IV UK AcquiCo Eight Limited (the "**Aurelius Purchaser**") through Natura (Brasil) International B.V. ("**Natura**"). The Aurelius Purchaser acquired all of the shares of Natura on or about December 2023 (the "**Acquisition**");
- (g) In connection with the Acquisition, Aurelius Seven entered into a loan agreement with the UK Parent pursuant to which Aurelius Seven made GBP £2,720,741.98 available to the UK Parent for the purpose of assisting the Aurelius Purchaser with funding the Acquisition (the "**Loan Agreement**"). The Loan Agreement provides in part that the UK Parent may "on-lend the proceeds of any [L]oan to the [Aurelius] Purchaser";
- (h) The obligations of the UK Parent under the Loan Agreement were guaranteed by TBS Canada and the Company granted Aurelius Seven security over all of its assets (the "**Aurelius Security**"). The guaranteed obligations are payable on demand;

- (i) TBS Canada has not received a notice of default or demand in respect of the Loan Agreement or the obligations of the Company guaranteed thereunder;

Insolvency of the UK Parent

- (j) On February 13, 2024, Tony Wright, Geoff Rowley and Alastair Massey of FRP Advisory were appointed joint administrators of the UK Parent in the United Kingdom (collectively, the “**UK Administrator**”);
- (k) Historically, the UK Parent has been in full control of several functions, including inventory, human resources, accounts payables and cash management and information technology for its subsidiaries, including TBS Canada. These services have been effected through a cash pooling arrangement that was in place between the entities, where all funds were remitted back to the UK Parent in return for paying the Company’s payables, including the Company’s rent and payroll obligations;
- (l) From November 1, 2023 until February 12, 2024, the day prior to the UK Parent being placed into Administration, the UK Parent continued to sweep receivables from the Company’s bank accounts held at HSBC Bank Canada (the “**HSBC Accounts**”). During this time, the UK Parent failed to remit payments in full to the Company’s vendors and landlords and did not give TBS Canada any indication of its intention to file for insolvency protection. This has caused the Company to incur debts in excess of \$3.3 million that it cannot satisfy;

- (m) The Company made requests to the UK Parent, the UK Administrator and Aurelius Purchaser to return the funds that were swept, or in the alternative, provide funding to enable TBS Canada to satisfy its outstanding obligations, failing which, the Company would be forced to seek insolvency protection. The UK Parent, UK Administrator and Aurelius Purchaser advised that no funding support would be provided to TBS Canada and refused to return the swept cash;
- (n) As a result, TBS Canada filed the NOI on March 1, 2024 in order to obtain the benefit of a stay of proceedings under the BIA and to provide the stability the Company urgently needs while it reviews and advances its restructuring options;

Expansion of the Stay of Proceedings

- (o) TBS Canada is seeking an expansion of the statutory stay of proceedings under subsection 69(1) of the BIA to ensure it can continue to operate its business in the ordinary course while it advances its restructuring efforts. The broader stay sought by the Company is consistent with the provisions customarily granted in proceedings under the *Companies' Creditors Arrangement Act*;
- (p) The proposed Order prohibits any person from discontinuing or terminating any goods and services with the Company, provided that no person shall be required to extend credit to the Company;

- (q) TBS Canada is also seeking an order prohibiting HSBC Bank Canada (“**HSBC**”), or any other person, from disbursing any funds in the HSBC Accounts without the prior consent of the Company or the Proposal Trustee;
- (r) The Proposal Trustee supports the enhanced stay provisions in order to stabilize the Company’s business operations while it considers its restructuring and other options;

Administration Charge

- (s) TBS Canada is seeking a charge to cover the fees and expenses of each of the Proposal Trustee, its counsel and counsel to the Company, (the “**Administration Charge**”) in the maximum amount of \$700,000;
- (t) Each of the parties whose fees are to be secured by the Administration Charge has played (and will continue to play) a critical role in these proposal proceedings;
- (u) Aurelius Seven and Enterprise Fleet Management Canada, Inc. (“**Enterprise**”) and HSBC (the “**HSBC Registrations**”) are the only parties with personal property security registrations against the Company. The Aurelius Security is not enforceable by Aurelius under the terms of the security documents. The Company has no known obligations to HSBC. Enterprise leases vehicles to the Company for use by certain of its employees (the “**Enterprise Security**”);

- (v) The Administration Charge is proposed to rank ahead of the Aurelius Security and the HSBC Registrations but behind the Enterprise Security;

D&O Charge

- (w) TBS Canada is seeking approval of a charge (the "**D&O Charge**") to indemnify its directors and officers for obligations and liabilities they may incur in such capacities from and after the filing of the NOI, subject to certain exceptions, in an amount not to exceed \$2,100,000, which would rank behind the Administration Charge and the Enterprise Security but ahead of the Aurelius Security and the HSBC Registrations;
- (x) The amount of the D&O Charge takes into account payroll obligations, vacation pay obligations, employee source deduction obligations and sales tax obligations that may arise during these proposal proceedings, which are expected to be paid in the normal course to the extent the Company is unable to satisfy these obligations and in respect of which the directors and officers may become personally liable to the extent such amounts aren't paid, thus necessitating the D&O Charge;
- (y) The sole director and officers of TBS Canada are not prepared to remain in office without the benefit of the D&O Charge;
- (z) The quantum of the D&O Charge was determined in consultation with the Proposal Trustee in relation to potential director and officer exposure with respect to wages, accrued vacation pay and sales taxes. The D&O Charge

is proposed to rank behind the Administration Charge and the Enterprise Security;

- (aa) The Proposal Trustee supports the granting of the Administration Charge and the D&O Charge;

Compelling Delivery of the Property of the Company

- (bb) The Company is seeking an order compelling any person, including the UK Administrator, who has any property, book, document or paper of any kind, of TBS Canada in its possession to deliver such property to the Company upon the request of the Company and the Proposal Trustee;
- (cc) This relief is necessary because the UK Parent is in possession of certain of the Company's accounting and other records in light of the centralized structure and cash pooling arrangement that was historically carried out by the UK Parent;
- (dd) TBS Canada needs access to these records to assume and perform many of the human resource, accounts payable and accounts receivables functions that were previously performed by the UK Parent;

Extension of Time to File a Proposal

- (ee) TBS Canada is seeking an extension of the time to file a proposal or seek a further extension from March 28, 2024, which is the current expiration date, to April 16, 2024 (the "**Extension**");

- (ff) The Extension will provide the Company with the time it needs to pursue its restructuring options and stabilize its operations;
- (gg) TBS Canada has prepared a cash flow forecast with the assistance of the Proposal Trustee that shows the Company has sufficient liquidity to operate to the end of the requested Extension;
- (hh) The cash flow forecast contemplates that rent for premises that have not been disclaimed will be paid weekly. As a result, as part of the order sought in connection with this Motion, TBS Canada is seeking this Court's permission to pay rent on a weekly basis.

Other Grounds

- (ii) Sections 34, 50.4, 64.1, 64.2, 66(1), 69, 164 and 183 of the BIA;
- (jj) Rules 1.04, 1.05, 2.03, 3.02, and 37.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (kk) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion: *(List the affidavits or other documentary evidence to be relied on).*

- (a) The Affidavit of Jordan Searle sworn March 1, 2024;
- (b) The First Report of the Proposal Trustee;

- (c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

March 1, 2024

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO# 55954A)
Tel: 416.367.7489
Email: nrenner@dwpv.com

Tel: 416.863.0900
Fax: 416.863.0871

Lawyers for The Body Shop Canada
Limited

TO: **SERVICE LIST**

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF THE BODY SHOP CANADA LIMITED, IN THE
CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

Estate/Court File No. : 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT
TORONTO

**NOTICE OF MOTION
THE BODY SHOP CANADA LIMITED**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO# 55954A)
Email: nrenner@dwpv.com
Tel: 416.367.7489

Fax: 416.863.0871

Lawyers for The Body Shop Canada Limited

Estate / Court File No.: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION TO
MAKE A PROPOSAL OF THE BODY SHOP CANADA
LIMITED, IN THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO**

**AFFIDAVIT OF JORDAN SEARLE
Sworn March 1, 2024**

I, Jordan Searle, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the General Manager, North America and the sole director of The Body Shop Canada Limited ("**TBS Canada**" or the "**Company**"). I have been the General Manager since February 10, 2023. I am also an officer and director of the Company's U.S. affiliate, Buth-Na-Bodhaige Inc. ("**TBS US**"). I have been actively engaged in the discussions and negotiations surrounding the financial circumstances of TBS Canada and TBS US. As such I have personal knowledge of the matters referred to in this Affidavit. Where I have relied upon other sources of information, I have stated the source of that information and verily believe such information to be true.

- 2 -

2. On March 1, 2024 (the "**Filing Date**"), TBS Canada filed a notice of intention to make a proposal (the "**NOI**") under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**"). Alvarez & Marsal Canada Inc. was appointed to act as the proposal trustee (the "**Proposal Trustee**"). A Certificate of Filing for the NOI is attached as **Exhibit "A"** to my Affidavit.

3. This Affidavit is made in support of the motion brought by the Company for an Order:

- (a) expanding the stay of proceedings by ordering the continuation of services and other protections to the Company;
- (b) granting an administration charge to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company;
- (c) approving an indemnity and priority charge to indemnify the director and officers of TBS Canada for any obligations and liabilities they may incur following the Filing Date in such capacities;
- (d) directing all persons who have in their possession or power, any property of TBS Canada, or any book, document or paper of any kind relating to

- 3 -

TBS Canada, to produce the book, document or paper for the Company, or to deliver to the Company any property of TBS Canada in their possession promptly upon request of the Company or the Proposal Trustee;

- (e) extending the time for the Company to file a proposal under the BIA or seek a further extension to April 16, 2024 (being 19 days from its current expiry of March 28, 2024); and
- (f) certain additional relief.

A. Background and Overview

4. TBS Canada is a federally incorporated corporation, specializing in the sale of skincare, haircare, bath and body products with stores across Canada. As more particularly set out below, the Company and TBS US are wholly owned subsidiaries of The Body Shop International Limited (“**TBS International**” or the “**UK Parent**”).

5. On February 13, 2024, the UK Parent filed for administration (the “**UK Administration**”) in the United Kingdom, less than three months after it was acquired by the private equity firm Aurelius Group. I understand that administration is the dominant legal procedure for restructuring insolvent companies in the UK. Historically,

- 4 -

the UK Parent has provided several accounting and cash management functions for the Company whereby all of TBS Canada's cash collections were swept from the Company by the UK Parent and then the UK Parent would remit payment on behalf of the Company for its trade payables, including its rent and payroll.

6. In the weeks leading up to the UK Administration, the UK Parent swept cash from TBS Canada's bank accounts but failed to remit payment for amounts owing to the Company's vendors/suppliers and landlords. Payroll and HST obligations, however, have continued to be paid in the ordinary course. This has caused an immediate liquidity crisis for TBS Canada because all funding for the Company and its Canadian operations were cut off with no advance notice. TBS Canada has significant overdue payables that it cannot now satisfy. But for the improper withholding of the Company's funds, TBS Canada would be able to pay all its obligations in full. The Company contacted the UK Administrator (as defined below), members of the Aurelius Group and the UK Parent requesting that they either return the funds that were swept from the Company's accounts or advance funds, but they refused to do so.

7. In the circumstances, the Company urgently needs the benefit of a stay of proceedings to provide it with the breathing room required to organize its financial affairs and develop a plan for the continuation, or orderly wind-down, of the Canadian

- 5 -

business. As result, TBS Canada took the prudent step of commencing these NOI proceedings.

8. The relief sought on this motion will enable the Company to maintain its business operations and preserve the value of its assets by preventing parties from discontinuing or ceasing to perform any contract or other arrangement in favour of TBS Canada while it explores and advances its restructuring or liquidation options. The charges requested are essential to secure the services of the professionals and director and officers who are required to facilitate a successful restructuring or liquidation of TBS Canada.

B. The Business

(i) The Company

9. TBS Canada is a retailer focused on cosmetics, perfume and skin care products with 105 stores across Canada (other than Quebec and the Territories), an e-commerce platform and a wholesale business. The Company's merchandise is marketed under the "The Body Shop" brand, which enjoys a global reputation for offering high-quality, natural and ethically sourced beauty products.

10. TBS Canada is a federally incorporated corporation that is extra-provincially registered to operate throughout Canada (other than Quebec and the Territories). The Company's registered head office is located at 1 Yorkdale Road, Suite 510, Toronto,

- 6 -

Ontario. The majority of the Company's stores are located in Ontario. A breakdown of the Company's stores by Province is set out below:

Stores by Province	
Ontario	49
British Columbia	18
Alberta	17
Nova Scotia	5
Manitoba	5
Saskatchewan	5
New Brunswick	3
Newfoundland	2
Prince Edward Island	1
TOTAL	105

11. As of March 1, 2024, TBS Canada employed 784 individuals across Canada.¹ The Company is not party to a collective agreement, nor are any of its employees represented by a union or other employee association.

12. The Company and TBS US are wholly-owned subsidiaries of TBS International. TBS International is owned by Natura (Brasil) International B.V. ("**Natura**"), which is owned by Aurelius IV UK Acquico Eight Ltd. ("**Aurelius Purchaser**"). As more particularly described in paragraph 17 below, the shares of Natura were acquired by Aurelius Purchaser on or about December 2023. TBS International and all of its foreign

¹ As described in paragraph 43 below, the Company intends to make certain headcount reductions as part of its restructuring efforts.

- 7 -

subsidiaries are ultimately owned by Aurelius Investment Lux One SARL (together with Aurelius Purchaser and Aurelius Seven (defined below) “**Aurelius**”). A copy of The Body Shop’s global organizational chart is attached to my Affidavit as **Exhibit “B”**.

(ii) Intercompany Arrangements

13. The Company has the right to market and sell “The Body Shop” branded products pursuant to a Selective Master Distribution & Franchise Agreement between TBS Canada and TBS International (the “**Franchise Agreement**”). Under the Franchise Agreement, the Company receives all of its inventory from the UK Parent for sale exclusively in its designated retail stores. However, as a franchisee under the Franchise Agreement, TBS Canada does not enjoy exclusivity or ownership over “The Body Shop” brand or related intellectual property. A copy of the Franchise Agreement is attached to my Affidavit as **Exhibit “C”**

14. Historically, TBS Canada has relied heavily on its working relationship with the UK Parent and TBS US, for inventory, distribution and logistics services, among other things. The UK Parent ships products designated for TBS Canada to TBS US, who then holds them at its distribution centre located in the United States (the “**US Distribution Centre**”). At the US Distribution Centre, TBS US either mixes inventory or virtually designates items for TBS Canada. TBS US transports the inventory to the US-Canadian border, where it gets picked up by third-party couriers on TBS Canada’s behalf.

- 8 -

15. Pursuant to the Franchise Agreement and the Company's working arrangement with the UK Parent, title to inventory only passes from TBS International to TBS Canada once it leaves the US Distribution Centre. As long as inventory is housed at the US Distribution Centre, TBS International holds title. I understand that approximately US \$85 million (retail value) in inventory currently resides at the US Distribution Centre.

16. As more particularly described below, the UK Parent has provided several accounting and cash management functions for TBS US and the Company whereby all of TBS US and TBS Canada's cash collections were swept by the UK Parent and then the UK Parent would remit payment on behalf of TBS US or the Company, as applicable, for its trade payables. Like the Company, the UK Parent also swept all of TBS US' cash immediately prior to the UK Administration, leaving TBS US in a severe liquidity crisis. As a result, on March 1, 2024, TBS US terminated substantially all of their employees and closed their operations, including the US Distribution Centre.

C. The Company's Creditors

(i) Aurelius Transaction and Security

17. On or about December 2023, the Aurelius Purchaser acquired all of the shares of Natura (and indirectly, TBS International) (the "**Acquisition**"). In connection with the Acquisition, Aurelius IV UK Acquico Seven Limited ("**Aurelius Seven**"), the immediate parent company of the Aurelius Purchaser, entered into a Loan Agreement with TBS

- 9 -

International, pursuant to which GBP £2,720,741.98 was made available to TBS International (the "**Loan Agreement**"). Attached as **Exhibit "D"** to my Affidavit is a copy of the Loan Agreement.

18. The Loan Agreement provides in section 4.2 that the purpose of the loan is to "assist the [Aurelius] Purchaser with funding the Acquisition. For this purpose, the Borrower [the UK Parent] may on-lend the proceeds of any [L]oan to the [Aurelius] Purchaser". I am not aware of any of the loan proceeds being made available to TBS Canada, nor did the Company require any of these funds.

19. The obligations of the UK Parent under the Loan Agreement are guaranteed by TBS Canada pursuant to a Guarantee and Indemnity Agreement (the "**Guarantee**"). The Guarantee is attached to my Affidavit as **Exhibit "E"**. The obligations of the Company under the Guarantee are enforceable after Aurelius Seven issues a demand to TBS Canada. To date, TBS Canada has not received any such demand and is unaware of the current status of the loan facility.

20. To secure its obligations under the Guarantee, TBS Canada executed a General Security Agreement ("**GSA**") and a deed of hypothec (the "**Hypothec**") granting Aurelius Seven a security interest over all of its present and after-acquired property (collectively, the "**Aurelius Security**"). Attached to my Affidavit as **Exhibit "F"** is a copy of the

- 10 -

Hypothec. To the best of my knowledge, TBS Canada was never provided with an executed copy of the GSA.

21. Aurelius Seven has registered notice of its security interest pursuant to the personal property regimes in each Canadian provincial and territorial jurisdiction against TBS Canada. Attached as **Exhibit “G”** are the search results (the “**Searches**”) conducted against the Company under the personal property security regimes in each province and territory in Canada, which shows the personal property security registrations in favour of Aurelius.

(ii) Other Secured Creditors

22. The Searches also showed registrations in favour of Enterprise Fleet Management Canada, Inc. in the Provinces of British Columbia, Alberta, Nova Scotia and Ontario (the “**Enterprise Security**”), and registrations in favour of HSBC Bank Canada and HongKong Bank of Canada in Saskatchewan (collectively, the “**HSBC Registrations**”). The Enterprise Security relates to corporate vehicles that are leased by the Company for certain of its employees. I am not aware of what the HSBC Registrations relate to and I do not believe any amounts are owing to HSBC in connection with the HSBC Registrations.

- 11 -

(iii) Unsecured Creditors

23. The Company also has various unsecured creditors, including (a) trade creditors, to which it owes approximately \$2.5 million; and (b) landlords, to which it owes \$900,000, primarily representing February rent. TBS Canada is up to date on all of its payroll and source deduction obligations as well as HST obligations.

D. The Financial Situation of TBS Canada

24. Historically, TBS International has provided several functions to TBS Canada and TBS US, including human resources, accounts payables and cash management and information technology. In the case of the Company, TBS International achieved this through a cash pooling arrangement between the entities, under which all of TBS Canada's funds were deposited into seven separate accounts at HSBC Bank Canada which are in TBS Canada's name (collectively, the "**HSBC Accounts**") and swept by TBS International (the "**Cash Pooling Arrangement**"). In exchange, TBS International would then remit payment for TBS Canada's payables upon direction by the Company. A similar cash pooling arrangement is in place in respect of TBS US. I am not aware of any documentation executed by TBS Canada or TBS US and TBS International in respect of the Cash Pooling Arrangement.

25. Pursuant to the Cash Pooling Arrangement, TBS International had full control over all seven of the HSBC Accounts even though the accounts are in the name of TBS

- 12 -

Canada. While TBS Canada could historically review the HSBC Accounts and their balances, only TBS International could process payments. To pay its vendors, TBS Canada must issue directions to TBS International, who then, in turn, issues the payments. This historic arrangement has been in place between TSB International and the Company since at least 2007.

26. The Cash Pooling Arrangement has allowed TBS Canada to operate with little to no institutional debt, helping it to weather a particularly difficult period for the retail industry: the COVID-19 pandemic. Emerging from the pandemic, TBS Canada's performance has shown significant improvement and was on track to being profitable by the end of 2023.

27. TBS Canada's finances deteriorated sharply beginning in December 2023, when TBS International, while continuing to sweep the HSBC Accounts, failed to remit payments in full to TBS Canada's vendors. Initially, the UK Parent explained that it had lost access to its financing and was slowing down payments to creditors to conserve cash in the interim.

28. Nevertheless, this process continued throughout the holiday period and into January 2024. As with most retailers, the holiday period accounts for the most significant percentage of TBS Canada's total annual sales. This holiday period was no

- 13 -

exception and TBS Canada generated approximately \$12M (EBIT) in profit in November 2023, December 2023 and January 2024 combined.

29. Until February 12, 2024, the day before the UK Administration was commenced, the UK Parent continued to sweep the HSBC Accounts without remitting payments in full to TBS Canada's creditors and despite numerous formal payment requests being submitted by the Company. This created a backlog of overdue debt that has now ballooned to approximately \$3.3 million. This growing debt is due and owing to a wide variety of vendors, including landlords, utilities, logistics providers, insurers and marketing agencies. TBS International swept \$42.9 million from the HSBC Accounts between November 1, 2023 and February 13, 2024, while only remitting \$21.8 million on account of the Company's payables and payroll during this period.

30. TBS International also swept TBS US' bank accounts during this time and failed to payments in full to TBS US' creditors, leaving TBS US with significant overdue payables in excess of US\$3.3 million and in dire financial circumstances.

31. On February 13, 2024, TBS International unexpectedly filed for UK Administration and Tony Wright, Geoff Rowley and Alastair Massey of FRP Advisory were appointed as joint administrators of the UK Parent (collectively, the "**UK Administrator**"). This news came without warning and was quite a shock to me and my

- 14 -

team, not least because of our historic reliance on TBS International for a variety of integral corporate services for both TBS Canada and TBS US. However, TBS International assured the Company and TBS US that only the U.K. market would be affected and that all other markets could continue to operate in the ordinary course. A screenshot of the TBS International intranet announcement is attached to this Affidavit as **Exhibit “H”**.

32. Despite reassurances, later that day, TBS International informed the Company, among others, that they would no longer be complying with the well established and historical Cash Pooling Arrangement and advised the Company, and others, that it must now use only post February 13, 2024 revenue to finance all their market activities. This left the Company without access to TBS Canada’s pre February 13, 2024 cash of approximately \$20 million, as well as depleted bank accounts, significant outstanding payables and severed shared services. A copy of the email correspondence from TBS International to TBS Canada and TBS US, among others, is attached to this Affidavit as **Exhibit “I”**.

E. The NOI Proceedings

(i) Events Leading up to the NOI Filing

33. The UK Administration crystallized the Company’s liquidity crisis. With little cash and growing debts, TBS Canada urgently sought to keep the Company properly funded.

- 15 -

On February 13, 2024, I emailed Katrina Wright, Global People Director of TBS International outlining the Company's growing liquidity issues. Above all else, the purpose of this email was to advise of a plan for proposed headcount reductions, solicit funding and ensure the Company's survival. The next day, I sent a follow-up email advising of the Company's intent to pursue a reorganization plan with a proposed execution date of February 20, 2024. I have attached the email correspondence to Katrina Wright to this affidavit as **Exhibits "J" and "K"**, respectively.

34. On February 15, 2024, I received a reply from Katrina Wright advising that having discussed with Aurelius finance, "they have said this will be under review, but we can not take the decision at this time to approve the payments. Therefore we will not be able to go ahead next week with your planned exits". I then wrote to Aurelius and the UK Administrator to explain the severity of TBS Canada's liquidity situation and to impress on them the importance of a prompt response. To date, I have not received a response. Copies of this correspondence are attached to this affidavit as **Exhibits "L" and "M"**.

35. On February 20, 2024, I met with the UK Administrator and its legal team. In that meeting, the UK Administrator made it clear that there would be no financing for, or return of, pre February 13, 2024 funds to TBS Canada or TBS US. In response, I sent an email to Aurelius, the UK Administrator and TBS International to once again impress on them the urgency and explain the severity of the consequences for TBS Canada and

- 16 -

TBS US should they not receive the funding they required. In this email, I urged that if the Company did not receive funding by February 26, 2024, it would have no choice but to commence insolvency proceedings in Canada. Nevertheless, the next day, the UK Administrator unequivocally informed us that TBS International would not be providing any financial support to the Company or TBS US or returning funds swept from TBS Canada or TBS US. I have attached my email correspondence requesting funding to this affidavit as **Exhibit "N"**.

36. I am advised that our counsel, Davies Ward Phillips & Vineberg LLP also spoke to Jones Day LLP, U.S. counsel for Aurelius and the UK Administrator, and understand that that they advised that neither TBS Canada nor TBS US would receive funding. I am further advised that we are not aware of any Canadian insolvency counsel or advisors for Aurelius or the UK Administrator.

37. On February 26, 2024, the Company did not receive the requested funding or return of TBS Canada's funds by the UK Parent, the UK Administrator or Aurelius. On the same day, TBS Canada engaged Alvarez & Marsal Canada Inc., an affiliate of the Proposal Trustee, to assist the Company in its reorganization efforts.

38. As described above, the actions of the UK Parent have caused TBS US to cease all operations in the United States, including retail stores and the US Distribution

- 17 -

Centre. On March 1, 2024, TBS US closed all of its stores and terminated substantially all of its employees. Due to the integrated nature of TBS Canada and TBS US, the closure of the US business will make it exceedingly difficult to access existing inventory stored in the US Distribution Centre or to process any future inventory requests. As a consequence, TBS Canada has lost access to its e-commerce platform and is no longer accepting or fulfilling orders through their website. The Company has also lost the ability to ship to its wholesale customers, being Shoppers Drug Mart and Amazon.ca because it can no longer fulfil such orders.

39. Faced with mounting debt, no prospect of assistance from the UK Parent or Aurelius or return of its funds, and an inability to fulfill e-commerce orders, TBS Canada determined that it was in the best interests of the Company to commence these NOI proceedings. The NOI proceedings provide the Company with the breathing room that it desperately requires so that it can establish and begin executing a clear plan for the benefit of its many stakeholders.

40. TBS International, Aurelius and the UK Administrator will receive notice of the Motion.

- 18 -

(ii) Steps Taken Since filing the NOI

41. The Company has identified the following 33 underperforming stores (the “Closing Stores”) that it will immediately start to liquidate and ultimately close by the end of March in an effort to improve its liquidity position:

Bayview Village (Toronto, ON)	Lawson Heights (Saskatoon, SK)	Rideau Centre (Ottawa, ON)
Carlingwood Mall (Ottawa, ON)	Lloyd Mall (Lloydminster, AB)	Semiahmoo (White Rock, BC)
Catarqui Town Centre (Kingston, ON)	Londonderry Mall (Edmonton, AB)	Shoppers Mall (Brandon, MB)
Champlain Place (Dieppe, NB)	Lynden Park Mall (Brantford, ON)	Stone Road Mall (Guelph, ON)
Corner Brook Plaza (Corner Brook, NFLD)	Mayflower Mall (Sydney, NS)	Sunridge Mall (Calgary, AB)
Cornwall Centre (Regina, SK)	McAllister Place (Saint John, NB)	The Centre (Saskatoon, SK)
Dufferin Mall (Toronto, ON)	Medicine Hat Mall (Medicine Hat, AB)	The Shops at Don Mills (Toronto, ON)
Fairview Park Mall (Kitchener, ON)	Midtown Plaza (Saskatoon, SK)	Timmins Square (Timmins, ON)
Hillside Shopping Centre (Victoria, BC)	Park Place (Lethbridge, AB)	Toronto Pearson Term. 1 (Toronto, ON)
Lambton Mall (Sarnia, ON)	Place d'Orleans (Orleans, ON)	Truro Mall (Truro, NS)
Lansdowne Place (Peterborough, ON)	Queen Street East (Toronto, ON)	Village Green (Vernon, BC)

42. On March 1, 2024, TBS Canada sent notices of disclaimers for the leases to the landlords for the Closing Stores. Unless successfully disputed in accordance with the BIA, the disclaimers of the applicable leases for the Closing Stores will be effective as of March 31, 2024.

- 19 -

43. The Company has made certain headcount reductions and terminated approximately 20 of its head-office employees and two contractors effective March 1, 2024. The Company will also be terminating approximately 200 employees who are employed at the Closing Stores by March 31, 2024.

44. The Company historically offered gift cards to be redeemed in-store or online and offered a loyalty club program under which members accumulate points with purchases to be redeemed in-store or online. Due to the current financial position of the business, TBS Canada cannot continue honouring gift cards or points accumulated under the loyalty program during these NOI proceedings. The Company has also ceased providing refunds or exchanges for purchased products.

F. Relief Sought on this Motion

(i) Expansion of the Stay of Proceedings

45. TBS Canada is seeking the Court's approval to provide enhanced stay protections, which require suppliers and service providers to continue to provide goods and services to the Company during these NOI proceedings. The expanded stay provisions will not require any person to extend credit to the Company or prohibit them from requiring immediate payment for goods or services provided after the Filing Date. In this way, the relief that TBS Canada seeks aims to preserve the value of its business in a fair, measured manner.

- 20 -

46. The expanded stay is necessary and appropriate in the circumstances so that TBS Canada may continue to have the breathing room necessary to consider its restructuring options without disruption and establish a clear plan for the benefit of its stakeholders. Additionally, it is critical that the Company continues to generate the revenue needed to fund the NOI proceedings and generate a viable proposal for its creditors.

47. The proposed expanded stay would also prohibit HSBC Bank Canada, or any other person, from paying, transferring or disbursing any of the funds in the HSBC Accounts without the prior consent of the Company or the Proposal Trustee.

48. On February 29, 2024, I received verbal confirmation from the treasury group at the UK Parent that TBS Canada will be the administrator on the HSBC Accounts and the UK Parent would continue to move money at the direction of TBS Canada, if needed. Notwithstanding these assurances, I believe the expanded stay in respect of the HSBC Accounts is necessary given the past conduct of the UK Parent and in light of the fact that TBS International has not provided any written evidence that the necessary controls in respect of the HSBC Accounts have been transferred to TBS Canada.

- 21 -

49. I understand that the Proposal Trustee is supportive of this relief and believes that expanding the scope of the stay of proceedings is essential to the continued operation of the Company and beneficial to its stakeholders.

(ii) The Charges

(a) Administration Charge

50. TBS Canada is seeking a charge on its assets (the "**Administration Charge**") in favour of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company as security for payment of their respective fees and disbursements in each case at their standard rate and charges.

51. The expertise and continued participation of the beneficiaries of the Administration Charge is essential to the success of these proceedings. The Company has determined the quantum of the Administration Charge in consultation with the Proposal Trustee, who agrees that such quantum is commensurate with the fees and disbursements expected to be incurred by the beneficiaries of the Administration Charge.

52. The Administration Charge will be in the amount of \$700,000 and will rank ahead of the D&O Charge (as defined below), the Aurelius Security and HSBC Registrations but behind the Enterprise Security.

- 22 -

(b) D&O Charge

53. As part of these proceedings, the Company is seeking a charge on its assets in favour of its director and officers in an amount not to exceed \$2,100,000 (the "**D&O Charge**"), which would rank behind the Administration Charge and Enterprise Security but ahead of the Aurelius Security and HSBC Registrations. TBS Canada has worked with the Proposal Trustee to determine the amount of the D&O Charge and I believe it is reasonable in the circumstances. The Proposal Trustee will provide further detail in their Report to be filed in connection with the Motion.

54. TBS International currently has a global directors' and officers' insurance policy through Aon UK Limited (collectively, the "**D&O Policy**"), which covers the UK Parent and its subsidiaries from December 29, 2023, to December 28, 2024. However, despite numerous requests, TBS Canada does not have access to the wording of the D&O Policy, nor has it received any proof that premiums have been paid. Instead, it has received a summary of the D&O Policy and a Client Information Letter from Aon UK Limited. While these documents give some indication that the D&O Policy existed, they say little about its terms or whether it is in good standing. Attached as Exhibits "**O**" and "**P**" are the D&O Policy Summary and Client Information Letter, respectively.

55. In a series of email correspondence beginning on February 5, 2024, TBS Canada sought to gain access to the D&O Policy's terms and proof that premiums have

- 23 -

been paid up to date. On February 28, 2024, TBS International responded by informing the Company the “paperwork ... does not exist” and could not provide evidence of payment of the premium. Consequently, it is unclear whether the director and officers are sufficiently covered for events arising after the filing of the NOI. I have attached these emails as **Exhibits “Q” and “R”**.

56. Given the Company’s financial circumstances and the lack of comfort regarding the D&O Policy, the officers of the Company and I have indicated that we are not prepared to remain in office without knowing that we will be fully protected from any liability which may arise during our continuance as director and as officers. I believe that the continued involvement of the Company’s core upper management team is integral to the success of these proceedings. Accordingly, TBS Canada requests the D&O Charge against post-filing obligations that the director and officers may become personally liable for (except for misconduct or gross negligence) to the extent that the Company is unable to satisfy its indemnity obligations.

(iii) Compelling Delivery of the Property of the Company

57. TBS Canada is seeking an order compelling any person who has any property, book, document or paper of any kind, of the Company in its possession to deliver such property to the Company promptly upon the request of the Company or the Proposal Trustee.

- 24 -

58. This relief is necessary because the UK Parent, Aurelius and the UK Administrator are in possession of certain of the Company's accounting and other records in light of the centralized structure and Cash Pooling Arrangement that was historically carried out by TBS International.

59. TBS Canada requires this information in order to continue operating as a going concern. Without this information, the Company cannot disentangle its accounting services from TBS International and will be unable to perform many of the human resource, accounts payable and accounts receivable functions that were previously performed by TBS International.

(iv) Extension of Time to File a Proposal

60. The Company is seeking an extension of the time to file a proposal or seek a further extension from March 28, 2024, which is the current expiration date, to April 16, 2024 (the "**Extension**"). The April 16 date was selected having regard to the upcoming Easter and Passover celebrations. The Extension will provide the Company with the time it needs to pursue its restructuring options and stabilize its operations.

61. The Company has prepared a cash flow forecast with the assistance of the Proposal Trustee, which sets out projected cash flows for the period of March 1, 2024 to May 24, 2024 (the "**Cash Flow Forecast**"). I understand that the Proposal Trustee will

- 25 -

file the Cash Flow Forecast with the Court in connection with this Motion. The Cash Flow Forecast shows that TBS Canada has sufficient liquidity to operate to the end of the requested Extension. Notably, the Cash Flow Forecast contemplates that rent for premises that have not been disclaimed will be paid weekly. As a result, as part of the order sought in connection with this Motion, the Company is seeking this Court's permission to pay rent on a weekly basis.

62. TBS Canada has and intends to continue to work in good faith and due diligence in the period prior to and during these NOI proceedings. The Company has worked cooperatively with the Proposal Trustee in preparing the Cash Flow Forecast, has provided a list of its creditors and as described above, is working on reducing under performing stores and implementing headcount reductions.

G. Conclusion

63. For the reasons expressed herein, I am of the view that the Company is acting in good faith and with due diligence in seeking the relief sought on this Motion.

SWORN remotely by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on the 1st day of March, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Frank Gillies

Commissioner for taking Affidavits (or as may be)

Jordan Searle

Jordan Searle

Frank Michael Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE
BODY SHOP CANADA LIMITED, IN THE CITY OF TORONTO, IN THE PROVINCE OF
ONTARIO

Estate/Court File No: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at Toronto

**AFFIDAVIT OF JORDAN SEARLE
SWORN MARCH 1, 2024**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO# 55954A)
Tel: 416.367.7489
Email: nrenner@dwpv.com

Tel: 416.863.0900
Fax: 416.863.0871

Lawyers for The Body Shop Canada Limited

This is Exhibit "A" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-3050418
Estate No. 31-3050418

In the Matter of the Notice of Intention to make a proposal of:

The Body Shop Canada Limited

Insolvent Person

ALVAREZ & MARSAL CANADA INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

March 01, 2024

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: March 01, 2024, 08:00

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

This is Exhibit "B" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

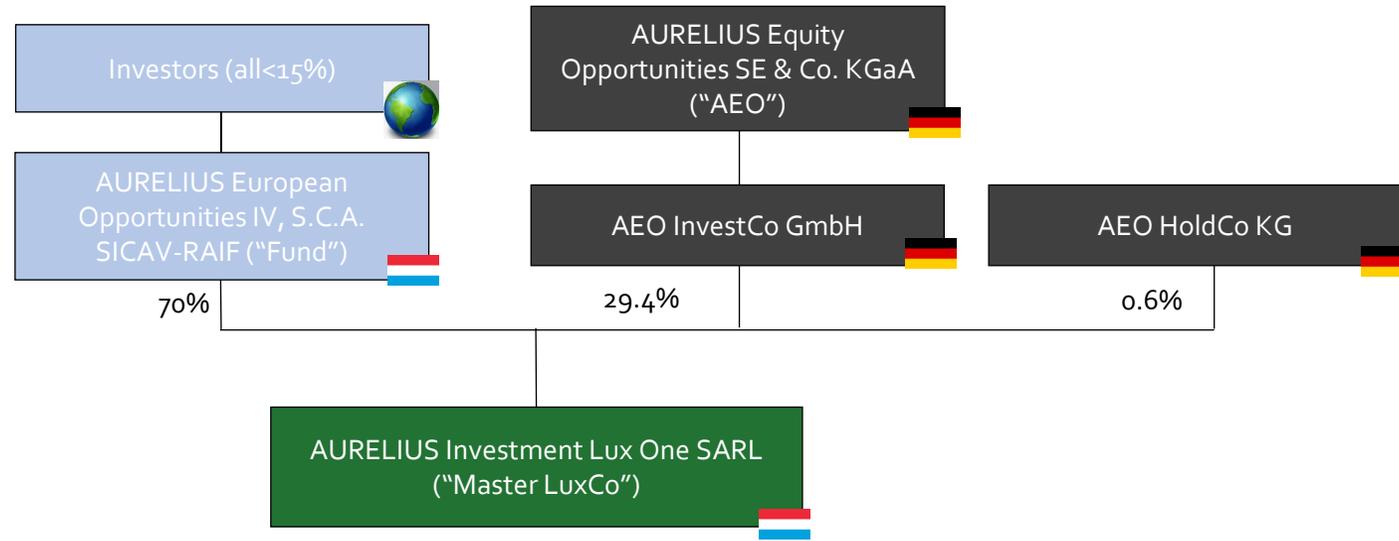
Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES



THE BODY SHOP STRUCTURE CHART

SHAREHOLDERS STRUCTURE CHART



Fabian Steger
Manager

Andrzej Cebrat
Manager

9 January 2024
Leudelange, Luxembourg

Fund:

- There is no natural person qualifying as UBO/Controlling person of the Fund or is having above 15% ownership (on full look-through basis).
- In absence of a UBO, the legal representatives are filed in the UBO register.

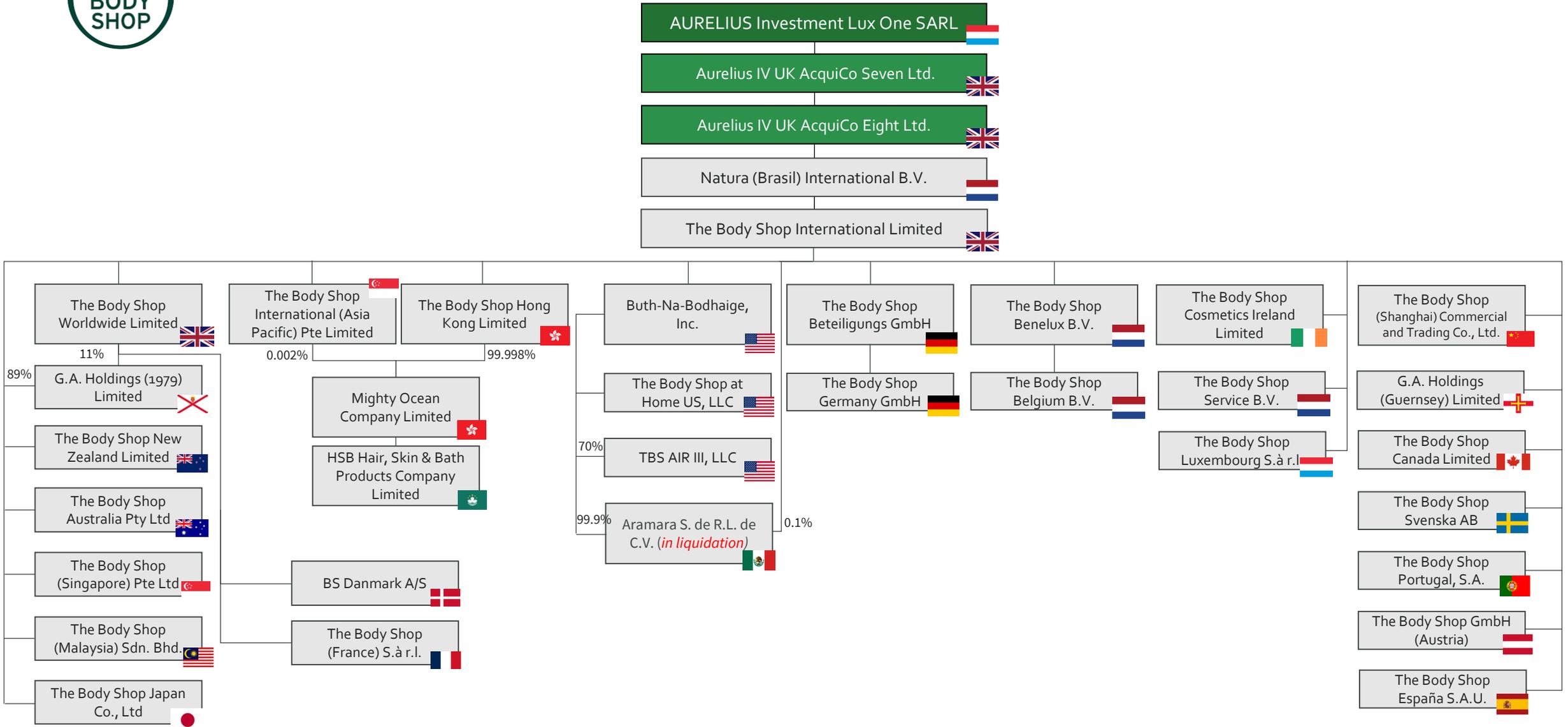
AEO:

AEO is a listed entity, no legal or natural person is qualifying as UBO/Controlling person. No notification received that 25% threshold has been reached.

Master LuxCo:

- There is no natural person qualifying as UBO/Controlling person or is having above 10% ownership in Master LuxCo and its subsidiaries (on a full look-through basis).

Note: All shareholding 100% unless explicitly stated otherwise.



____: All shareholding 100% unless explicitly stated otherwise.

Closing 29/12/2023



DISCLAIMER

THIS MATERIAL IS CONFIDENTIAL AND FOR YOUR GENERAL INFORMATION ONLY. NONE OF THE INFORMATION, WHETHER IN PART OR FULL, SHALL BE COPIED, REPRODUCED OR REDISTRIBUTED IN ANY FORM. NO GUARANTEE, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN; AND NEITHER OF THE PERSONS MENTIONED IN THIS MATERIAL, NOR ANY COMPANY OR UNIT BELONGING TO AURELIUS, NOR ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES ACCEPTANCY LIABILITY OR RESPONSIBILITY IN RESPECT TO THE INFORMATION OR ANY RECOMMENDATIONS EXPRESSED HEREIN.

This is Exhibit "C" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

natura&co

AVON



Aēsop.

Selective Master Distribution & Franchise Agreement Canada

THE BODY SHOP INTERNATIONAL LIMITED
(the “Company”)

&

THE BODY SHOP CANADA LIMITED
(the “Counterparty”)

Tier 1

Contents

1.	Definitions	3
2.	Grant.....	3
3.	Commencement & Term	4
4.	Company’s Obligations During the Term	4
5.	Undertakings of Counterparty	5
6.	Operation of the Business	5
7.	Purchase & Sale of Merchandise	7
8.	Business Development	8
9.	Employment of Staff	8
10.	Publicity, Advertising & Promotions.....	8
11.	Campaigns, Values and B Corporation Principles	9
12.	Trademarks And Other Company IP	9
13.	Confidentiality	10
14.	Compliance	10
15.	Audits & Inspections	11
16.	Liability	11
17.	Insurance	12
18.	Notices.....	12
19.	Governing Law and Jurisdiction.....	13
20.	Termination	13
21.	Consequences of Termination	13
22.	Miscellaneous	14
	Signatures:	17
Schedule 1	SELECTIVE DISTRIBUTION.....	18
Schedule 2	FRANCHISE BUSINESS	19
Schedule 3	BRANDED STORES.....	23
Schedule 4	SUB-LICENSING (IF “MASTER”).....	24
Schedule 5	TIER 2/3 (IF “SUB”)	25
Schedule 6	INTERNET	26
Schedule 7	SHOP-IN-SHOP.....	30
Schedule 8	DIRECT SELLING	33
Schedule 9	PERSONAL DATA.....	34
Schedule 10	LEASE ANNEXURE	37
Schedule 11	ADDENDUM TEMPLATE	38
Schedule 12	BULK POLICY.....	40
Schedule 13	GLOSSARY	41
Schedule 14	PARTICULARS	51

This Agreement is made on the Effective Date, between

1. THE BODY SHOP INTERNATIONAL LIMITED (d/b/a THE BODY SHOP) a company incorporated in England and Wales with registered address at Watersmead, Littlehampton, West Sussex, BN17 6LS and company number 1284170 (“**Company**”) of the one part; and Tier Zero
2. THE BODY SHOP CANADA LIMITED incorporated and registered in Canada with company number 417311-2 whose registered office is at 155 Wellington Street West, Toronto, Ontario, M5V 3J7 (“**Counterparty**”) of the other part; Tier 1

Whereas

- A. The Company has expended considerable time, effort and money in the development and implementation of a distinctive system and plan utilising and comprising certain proprietary marks, trade names, confidential information, standards, specifications, techniques, identifying schemes and materials, insignia, management methods and standard operational procedures, all used in connection with the sale of various products and services of the Company through approved Points of Sale.
- B. The Company has established substantial reputation and goodwill in the Brand and (where relevant) the System and the Counterparty recognises (subject to the terms of this Agreement and particularly clauses 22.9 and 22.14) the benefit to be derived therefrom and acknowledges the necessity of conforming to the high standards and uniform specifications of the Company in connection therewith.
- C. The Counterparty desires to obtain the benefit of the knowledge, skill and experience of the Company and the right, where relevant, to operate the Franchise Business in line with the System upon the terms and subject to the conditions set out below.

It is hereby agreed as follows:

1. DEFINITIONS

- 1.1. In this agreement (“**Agreement**”), defined (capitalised) terms shall have the meanings ascribed to them in Schedule 13, unless the context otherwise requires.
- 1.2. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; words importing a gender include every gender; and references to persons include bodies corporate.
- 1.3. The headings to the clauses in this Agreement are for convenience only and have no legal effect.

2. GRANT

- 2.1. SCOPE: In consideration of the premises and undertakings of the Counterparty herein contained, the Company hereby Grants to the Counterparty during the Term of this Agreement upon the terms and conditions herein contained, the right and license to operate the Business within approved Point of Sale (“**Pos**”) in the Territory (“**Grant**”) as further defined in section 7 of Schedule 14.
- 2.2. DEVELOPMENT: The Counterparty undertakes to establish, promote and grow the Business in the Territory, as set out in the Business Development Plan or the Performance Objectives, pursuant to clause 8.
- 2.3. FOCUS: The Counterparty will not make any use or permit or authorise any use directly or indirectly of the Brand or (where applicable) the System, or any translation, adaptation, modification or transliteration thereof outside (or otherwise than in relation to each) PoS, or in connection with the conduct of business other than the Business.
- 2.4. BRAND: Unless expressly agreed in writing by the Company, the Counterparty shall not use the Company IP or any other marks, names (including without limitation, the Brand) or indicia or any translation, adaptation, modification or transliteration thereof that are or may be confusingly similar to the Brand as part of the Counterparty’s corporate or other legal name or domain name for any of its websites, nor shall the Counterparty use the same in connection with any other business, even if the Counterparty’s carrying on or involvement in such business may have been approved by the Company in accordance with section 6.b of Schedule 2.
- 2.5. GRANT FEE: It shall be a condition precedent to the Grant of any rights by the Company to the Counterparty pursuant to this Agreement that the Counterparty shall have paid to the Company the Grant Fee, within fourteen (14) days of the later of either the relevant Commencement Date or the Effective Date. For the avoidance of doubt, where additional rights are granted separately (in an Addendum) the Company reserves the right to apply a supplemental Grant Fee to be agreed separately between the Parties.

2.6. COLLATERAL:

- 2.6.1. **GUARANTOR:** The Company may either as a condition precedent prior to signing this Agreement, or at any time during the term of this Agreement, require that the Counterparty provide a stand-by letter of credit (or bank guarantee or equivalent) from a credible bank on acceptable terms, and/or procure that one or more individuals approved by the Company, in the Company's sole discretion, (each a "**Guarantor**") shall enter into such agreements securing the due and faithful performance by the Counterparty of its duties, responsibilities, undertakings and obligations to the Company in such form as the Company may from time to time prescribe.
- 2.6.2. **FURTHER SECURITY:** Notwithstanding the foregoing, the Counterparty shall, as required by the Company, grant to the Company such further security interest in all Merchandise Delivered to the Counterparty as security for payment of the purchase price of the same when due, and at the Company's request, perform all acts necessary to perfect and assure such security interest, including without limitation, the execution and filing of all documents required under the laws of the Territory. The Counterparty grants the Company the right to file such documents or do such other acts in the name of the Counterparty as the Company may deem necessary to protect the security interest herein granted, without requiring the further signature or further consent of the Counterparty.

3. COMMENCEMENT & TERM

- 3.1. **EFFECTIVE DATE:** This Agreement becomes binding on the Parties on the Effective Date.
- 3.2. **COMMENCEMENT:** The Grant comes into effect on the Commencement Date.
- 3.3. **TERM:** This Agreement (and the Grant) will remain in force and effect through the expiration of the Initial Term, and may be renewed for such Renewal Term(s) (subject to the conditions of clause 3.4), in line with the particulars set out in section 7 of Schedule 14, unless earlier terminated pursuant to its terms (particularly clause 20).
- 3.4. **RENEWAL:** The Grant may be renewed for one or more Renewal Term(s) as set out in section 7 of Schedule 14, following the expiry of the then Current Term, subject to the following conditions:
- 3.4.1. the Counterparty has given the Company written notice of the Counterparty's desire to extend the Term within the Renewal Window set out in section 7 of Schedule 14;
- 3.4.2. at the time notice of renewal is given as well as at the date of renewal, the Counterparty is not in default of:
- 3.4.2.1. any provision of this Agreement (including, without limitation, the Counterparty's obligations to meet the Performance Objectives, is not in arrears, and is not on a debt repayment plan); and
- 3.4.2.2. any other agreement between the Counterparty and the Company or the Company's subsidiaries, affiliates and/or related companies;
- 3.4.3. The Counterparty agrees to execute the Company's then current form of agreement (which agreement shall supersede this Agreement in all respects, and the terms of which agreement may differ from the terms hereof), together with such other documents, undertakings and/or releases as the Company may require; and
- 3.4.4. The Counterparty agrees to such other terms and conditions as the Company may require in connection with the renewal (including, without limitation, the payment of a Renewal Fee prescribed by the Company at the time of renewal of the Franchise Agreement or of the relevant Grant, and to pay the Company's reasonably incurred legal and administrative costs incurred in connection with the renewal.

4. COMPANY'S OBLIGATIONS DURING THE TERM

- 4.1. **SUPPLY:** The Company will make reasonable efforts to supply and/or assist the Counterparty in procuring the supply of all Equipment and Merchandise in connection with the Business in such numbers, type and nature as the Company shall deem sufficient and necessary and at such times as it may think fit, all such costs in connection therewith being borne by the Counterparty, provided however that the Company may, at its sole discretion:
- 4.1.1. limit the quantities of Merchandise to be supplied to the Counterparty;
- 4.1.2. impose such conditions as to the manner of offer or sale at retail of any Merchandise for such period of time as the Company may reasonably require, provided however that subject only to clause 6.11 this provision does not restrict the Counterparty's freedom to determine its sales prices; and
- 4.1.3. recall any Merchandise which the Company reasonably believes to be an Unfit Product.
- 4.2. **REQUESTS:** The Company will respond in a timely, proper and workmanlike manner to the reasonable requests of the Counterparty and acknowledge receipt of such requests within fourteen (14) days of the receipt of same.
- 4.3. **ASSISTANCE:** The Company will assist the Counterparty to achieve the maximum sales potential for the Merchandise and Services within the Territory in line with the rights granted under the Grant.

5. UNDERTAKINGS OF COUNTERPARTY

- 5.1. **PRIOR APPROVAL:** The Counterparty will not operate the Business outside the scope of the Grant without the prior approval in writing of the Company;
- 5.2. **NO WARRANTY:** The Counterparty will not give any warranty or make any representation in respect of the Merchandise except as stipulated in writing by the Company and, in case of doubt, will clarify the warranty or representation with the Company in respect thereto before it is given;
- 5.3. **LABELS:** The Counterparty will not remove, deface or tamper with any label, sticker or marking on any Merchandise, Equipment, machine, fixture or any other item supplied by the Company and/or its approved supplier for the purpose of the Business, except if so required by Applicable Laws, and then only to the extent required;
- 5.4. **REPUTE:** The Counterparty will not do or omit to do any act or thing which may in the Company's opinion damage or bring the Company, its officers, directors and employees, the Business, the System or the Brand into disrepute or in conflict with the interests of the Company or the Business or the other Authorised Sellers of the Company;
- 5.5. **ACCURACY:** The Counterparty will provide truthful, accurate and complete information to the Company, pertaining to the operation of the Business, and will prevent any of its Representatives from giving to the Company any false or misleading information or making any misrepresentation in connection with obtaining this Agreement, or at any time during the Term of this Agreement in connection with the Business.
- 5.6. **COMPANY IP:** The Counterparty will not do, cause or permit to be done anything which may damage or endanger the Company IP or the Company's title thereto or assist or allow others to do so;
- 5.7. **CONFORMITY:** The Counterparty will not sell any of the Merchandise or render any Services which do not conform to or which conflict with the standards associated with the Brand and (where applicable) the System, or of which the Company does not approve;
- 5.8. **APPROVED EQUIPMENT:** The Counterparty will not purchase (or arrange the installation or assembly of) any Equipment from any person(s) other than the Company or from Authorised Suppliers;
- 5.9. **NO CREDIT PLEDGE:** The Counterparty will not pledge the Company's credit in any way.
- 5.10. **NO SOLICITATION:** Each Party undertakes during the term of this Agreement that it shall not directly or indirectly, or together with any other person, firm or company solicit or entice away from the other Party any person who is employed by the other Party and to which the other Party had access to in the course of the commercial relationship, whether or not any such person would commit a breach of his contract of employment by reason of leaving such employment, and further each Party undertakes that it shall ensure that no Owner or Representative thereof or other individual having a degree of control or influence over it shall engage in the solicitation of any person employed by the other Party.

6. OPERATION OF THE BUSINESS

- 6.1. **CONTINUOUS OPERATION:** The Counterparty will operate the Business continuously in each PoS (on such days and during such hours as the Company shall reasonably specify and Applicable Laws and customs shall allow);
- 6.2. **PAYMENT:** The Counterparty will, subject to clause 14.1.3, pay, without any set off, for all supplies of Equipment, Merchandise and Services and other goods and services provided to or procured for the Counterparty for the purpose of the Business, such sums being owing and due to the Company, upon the Company issuing an invoice for the same in accordance with the payment terms appearing on the said invoice, subject to any credit note issued for any verified shortfall under clause 6.3;
- 6.3. **DELIVERY SHORTFALL:** The Counterparty will notify the Company (or other Authorised Supplier) of any shortfall in the delivery of Equipment, Merchandise or Services within three (3) Working Days of the Delivery thereof, and it will provide the Company (or other Authorised Supplier) with the means and opportunity to verify such shortfall to its reasonable satisfaction;
- 6.4. **INTEREST FOR LATE PAYMENT:** If any payment by Counterparty under this Agreement is overdue, the Counterparty will pay the Company, in addition to the overdue amount, daily interest on such amount from the date it was due until paid at a rate which is six per cent per annum (6% p.a.) over the Sterling Overnight Indexed Average (SONIA) administered by the Bank of England (as determined on the date on which payment was due, or if such date is not a Working Day, for the first Working Day thereafter), calculated on a daily basis. Entitlement to such interest will be in addition to any other remedies the Company may have.
- 6.5. **FORECAST & REPORTING:** The Counterparty will maintain sufficient volume of Merchandise to ensure that the Annual Forecast Turnover is achieved in each Operative Period; Furthermore Counterparty will: (i) submit regular detailed stockholding by product in line with the schedule provided (and at such frequency as required) by the Company (or as prescribed in the Manual); (ii) upon Company's request, supply core order forecasts in singles by product each month in line with the schedule provided by the Company for a 12 month period into the horizon (or as prescribed in the Manual);
- 6.6. **COSTS:** The Counterparty will bear all running and operational costs relating to the Business;
- 6.7. **TAXES:**
- 6.7.1. The Counterparty will promptly pay when due all taxes levied or assessed, including, without limitation, value added taxes, and all accounts and other indebtedness of every kind incurred by the Counterparty in the conduct of the Business.

- 6.7.2. In the event of any bona fide dispute as to the Counterparty's liability for taxes assessed or other indebtedness, the Counterparty may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event will the Counterparty permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor to occur against the Franchise Store, or any improvements thereon. Each of the Company and the Counterparty agree that each shall be solely responsible for any income taxes properly imposed on it by any valid taxing authority, provided however that: (a) the Counterparty agrees it will indemnify the Company and be substituted for the Company for any income tax assessments made against the Company which arise as a result of actions of the Counterparty undertaken without the prior knowledge and approval of the Company, which actions are not in the normal course of the Business; and (b) the Company agrees it will indemnify the Counterparty and be substituted for the Counterparty for any income tax assessments or demands against the Counterparty which arise as a result of actions of the Company undertaken without the prior knowledge and approval of the Counterparty, which actions are not in the normal course of the Company's business.
- 6.8. SEIZURE: If the Counterparty defaults in the punctual payment of any sum due in respect of the Merchandise, in the interests of the successful operation of the Business, which depends on good relations being maintained with the Company and the Counterparty's other suppliers, the Counterparty hereby irrevocably authorises the Company (without prejudice to the Company's other rights and remedies against the Counterparty) to enter into the physical location of a PoS or the Counterparty's business premises and collect any such Merchandise for which the Company believes payment remains outstanding and deal with same as determined by the Company in its sole discretion, in each case, without any consent from nor any prior notification to the Counterparty.
- 6.9. SET-OFF: Notwithstanding anything in this Agreement, the Company may at its discretion and without prior notice to the Counterparty set off or transfer any sums from time to time owed by the Company to the Counterparty in or towards the satisfaction of any of the liabilities of the Counterparty to the Company and notwithstanding that the liabilities may not be expressed in the same currency, the Company is authorised to effect any necessary currency conversions at the rates then prevailing for such purpose.
- 6.10. RENT: The Counterparty will promptly pay rental and/or applicable charges if any for the occupation and use of the PoS, and produce to the Company for inspection receipts therefor as the Company may from time to time require;
- 6.11. MAXIMUM PRICE: Subject to Applicable Laws, the Counterparty will not charge its customers any price higher than the maximum retail price as communicated by the Company from time to time, without prejudice to the Counterparty's freedom to otherwise determine its sales price;
- 6.12. RESOURCES: The Counterparty will ensure that adequate financial resources are available to the Counterparty by way of working capital, and otherwise ensure that the Counterparty is able to fulfil all the obligations herein contained;
- 6.13. INVENTORY: at all times the Counterparty will maintain sufficient inventory of Merchandise and promotional materials to ensure full display and promotion of the Company's current Merchandise range in each PoS in accordance with the Company's guidelines, including but not limited to, replenishment guidelines, as issued to the Counterparty in writing from time to time and in accordance with the Performance Objectives;
- 6.14. EVICTION OR CONFISCATIONS: The Counterparty will not do or permit or cause to be done or omitted to be done any act or thing which may result in the early termination for cause of any agreement pursuant to the terms of which the Counterparty is entitled to be in occupation of (and to use in trade) the PoS (e.g. Lease, Tenancy, SiS Agreement etc.) or which may result in the counterparty to such agreement (e.g. landlord, Host, etc.) exercising its right of distress over the chattels (including Merchandise or Equipment) in each PoS;
- 6.15. APPLICABLE LAWS: Notwithstanding any approvals or consents given by the Company in respect of any subject matter or thing in connection with this Agreement, the Counterparty will comply with all Applicable Laws relating to the Counterparty and/or the conduct of the Business, and shall in a timely manner obtain, and maintain in full force and effect at all times during the term of this Agreement, any and all permits, certificates, or licenses necessary for the full and proper performance of this Agreement.
- 6.16. CONSUMER DATA: The Counterparty acknowledges that in line with clause 12.2 any Consumer data (whether aggregated sales data or Consumers' Personal Data, as defined in Schedule 9) is a reflection of the Brand's goodwill and Counterparty will process Consumer Data lawfully during the Term for the purpose of running the Business and promoting the Brand and on termination of the Agreement (or of the relevant Grant, to which such data relate) the Counterparty will, subject to Applicable Law, transfer such data to (or share it with) the Company, for the purpose of business continuity. To this end the Counterparty will ensure on the outset (upon collection of Consumer data) that the appropriate legal basis for being able to share such data (particularly in so far as such data is comprised of Personal Data) with Company, is duly established (whether it be by reference to the Consumer's consent, or the Counterparty's legitimate interest, or any other available legal basis, as the Counterparty may assess in accordance with Applicable Law. Furthermore, the Counterparty will, during the Term, subject to Applicable Law, share with Company anonymised Consumer data, which may enable Company to provide relevant support to the running of the Business (and particularly marketing efforts thereof). In addition, the Counterparty will comply with the provisions of Schedule 9, and without limitation to the foregoing, provide Consumers with written notice of its activities of and relating to the processing and transfer of Personal Data as may be required by Applicable Laws.
- 6.17. EPOS: at its own cost, the Counterparty will purchase or lease, and thereafter to maintain, such hardware, software, electronic-point-of-sale (EPOS) Equipment, dedicated telephone, communication and power lines, modem(s), network connections, printer(s), and other accessories or peripheral Equipment as the Company may reasonably specify from time to time in writing, for the purpose of, among other functions, auto replenishment, recording sales and other record keeping, as well as connecting to the sales reporting and supply chain system operated by the Company, always in compliance with the TBS IT Security Policy, as defined in Schedule 9. The Counterparty shall provide all assistance required by the Company to ensure the Counterparty's computer system interfaces with

that of the Company. The Company shall thereafter, to the extent permitted by law, have the right from time to time and at any time to retrieve such data and information from the Counterparty's computer system or to require the Counterparty, at its own cost, to prepare the said data in a format specified by the Company, as the Company in its sole and exclusive discretion may reasonably deem necessary or desirable, and deliver the same to the Company;

7. PURCHASE & SALE OF MERCHANDISE

- 7.1. APPROVED MERCHANDISE: The Counterparty shall at all times only sell or offer for sale Merchandise and Services which have been:
- 7.1.1. expressly approved in writing by the Company from time to time for sale by the Counterparty in connection with the Business.
 - 7.1.2. delivered to the Counterparty within the preceding twelve (12) months, unless otherwise authorized by the Company in writing; and
 - 7.1.3. stored, handled, shipped, packaged and labelled in accordance with the Company's standards and specifications and the requirements of Applicable Laws.
- 7.2. SELECTIVE SOURCING: For the purpose of ensuring protection of the Brand, the uniformity of the System (where applicable) and the reputation of the Company, the Counterparty shall:
- 7.2.1. purchase all Merchandise and Equipment only from Authorised Suppliers;
 - 7.2.2. not directly or indirectly, locally or otherwise manufacture Merchandise or Equipment without a prior written explicit licence from Company, nor allow or encourage anyone within its control from doing so.
- 7.3. REGULATORY: The Counterparty must inform the Company of any specific legal or regulatory requirements relating to the product registration or the labelling or packaging of Merchandise applicable within the Territory, and in any event, immediately notify the Company of any instances where such requirements have not been complied with and Counterparty will assist the Company in the event where Applicable Laws require that a local entity in Territory should submit in its name any mandatory product registrations (whether for licencing or notification purpose) provided that Counterparty acknowledges that any such licence that it may hold in its own name as a result of operation of such mandatory Applicable Laws, will be held in trust for and for the benefit of (and/or otherwise on behalf of) the Company, and Counterparty will assign same to Company when Applicable Law permits. The cost of any re-labelling or re-packaging of Merchandise as well as the cost of local product registration, licence or notification if in Counterparty's own name, to comply with any such legal requirement shall be borne by the Counterparty. Counterparty will not proceed with any product registration of Merchandise if local Applicable Laws demand, as condition for such registration, that animal testing should be carried out on Merchandise (or ingredients thereof) and will inform Company without delay of becoming aware of such requirements.
- 7.4. TERMS OF SALE: Purchase of Merchandise from the Company shall be subject to the Company's prevailing standard terms and conditions of sale as notified to the Counterparty from time to time or as set forth or referenced on the Company's invoices. The Counterparty shall further comply with such policies and procedures relating to the ordering, supply and delivery of Merchandise and payment therefor as the Company may from time to time specify. Subject to the foregoing, the following terms shall apply in respect of any Order placed by the Counterparty unless the Company notifies the Counterparty otherwise in writing:
- 7.4.1. INCOTERM: the Counterparty purchases Merchandise – pursuant to the agreed Incoterm, unless otherwise specified.;
 - 7.4.2. ADDITIONAL COSTS: the Counterparty shall bear any additional costs and charges relating to freight and Delivery of any Order (including without limitation any additional costs associated with any special packaging and freight requirements specific to the Territory), and the Company shall be entitled to levy a handling fee for the handling of any Order;
 - 7.4.3. IMPORT FORMALITIES: the Counterparty shall be responsible for the preparation and processing of all necessary import documentation and compliance with all customs and import regulations or formalities;
 - 7.4.4. RISK: risk in respect of any and all items of Merchandise comprised in any Order shall pass to the Counterparty at the time of Delivery to the Counterparty; and
 - 7.4.5. TITLE: all Merchandise comprised in any Order shall (notwithstanding Delivery) remain the property of the Company until such time as the Company has been paid for in full. Until such payment is received by the Company, the said Merchandise must be clearly identified by the Counterparty as the property of the Company and shall not be mixed with any other goods, nor shall the Counterparty pledge or allow any lien, charge or other interest to arise over the same, but the Counterparty shall be at liberty to sell the said Merchandise in the ordinary course of business as agent for the Company.
- 7.5. ACCOUNTING: The Counterparty shall at its own cost diligently and properly account for and store every item and/or unit of Merchandise purchased.
- 7.6. UNFIT PRODUCTS: The Counterparty shall cease selling and offering for sale any Merchandise or Services as the Company may, in its discretion, disapprove in writing at any time, and any Merchandise, which it knows or should know, through the exercise of reasonable care, to be an Unfit Product. Whenever the Counterparty discovers or has reason to believe that a product is an Unfit Product, the Counterparty shall: (a) promptly notify the Company of the same; (b) provide such additional information, including specimens thereof, as the Company may request; (c) perform all of the procedures for handling Unfit Product as the Company may designate in writing; and (d) provide such assistance to the Company as the Company may require to determine the cause of the condition which rendered the product an Unfit Product. The Counterparty shall further comply with the Company's instructions for recalling, removing, and disposing of the Unfit Product; and shall refund to any Authorised Purchaser who returns such Unfit Product the price

of any such Unfit Product obtained from the Counterparty. Under no circumstances may the Counterparty recall or withdraw any Service or Merchandise (whether or not it is an Unfit Product) without the Company's consent. The costs associated with any recall, withdrawal, handling and/or disposal of any Unfit Product (including, without limitation, refunds) as directed by the Company hereunder shall be borne by the Company in accordance with its prevailing returns policy as prescribed by the Company from time to time, unless the Company, in its reasonable opinion, determines that the cause of the condition which rendered the product an Unfit Product is attributable to the Counterparty, in which event, such costs shall be borne by the Counterparty. The determination by the Company as to the cause of the condition which rendered the product an Unfit Product shall be final, conclusive and binding upon the Parties.

8. BUSINESS DEVELOPMENT

- 8.1. **BUSINESS DEVELOPMENT PLAN:** The Counterparty shall prepare and submit to the Company at the times designated by the Company from time to time in writing, a Business Development Plan for the Company's forthcoming fiscal year, which will include a profit and loss account, cash flow projections, forecast of turnover, and advertising and promotional strategy (including a budget) in a form prescribed by the Company and including such other matters as the Company may request. The Business Development Plan shall also identify new and potential opportunities to promote and expand the Business within the Territory (including but not limited to identifying new locations for the establishment of additional PoS).
- 8.2. **PERFORMANCE OBJECTIVES:** Following receipt of the Business Development Plan by the Company, the Parties shall within three (3) months thereof discuss and agree upon the performance targets and objectives to be met by the Counterparty in the next year ("**Performance Objectives**"), which shall be agreed in writing and the Counterparty shall meet such Performance Objectives within the period set forth.

9. EMPLOYMENT OF STAFF

- 9.1. **STAFF:** at its own cost and without discrimination, the Counterparty will recruit and employ qualified and suitable Staff of good character, in such number as to be adequate to support the Business, and their respective general level of remuneration to be above the prevailing minimum wage in the Territory, and at all times employ sufficient Staff in each PoS to meet Consumer traffic needs in a professional manner;
- 9.2. **MANAGER:** the Counterparty will employ a Manager with such qualifications as shall be considered adequate by the Company and who is approved in writing by the Company, subject to section 6 of Schedule 2 (where applicable), who shall be responsible for the management of the Business on a day-to-day basis. The Manager shall at all times after his/her appointment remain acceptable to the Company. If the Company deems an individual to not be appropriate as the Manager, the Counterparty and the Company shall discuss the performance of the Manager and agree recommendations for improvement. If despite attempts to improve the performance of the Manager, same remains unsatisfactory to either the Counterparty or the Company, then the Counterparty shall make best efforts to remove or redeploy him/her having due regard to local employment legislation and replace him/her with another individual who is approved by the Company;
- 9.3. **STANDARDS:** the Counterparty will ensure that all Staff employed at each PoS, whose role is to interact with Consumers, at all times project a professional image, display a reasonable knowledge of the Merchandise, present a neat and clean appearance and render competent and courteous service to the Counterparty's customers in keeping with guidelines provided from time to time by the Company;
- 9.4. **TRAINING:** the Counterparty will ensure that all Staff and replacements for them who are required under the terms of this Agreement are inducted into the Values and are trained so as to possess reasonable knowledge in the Merchandise and Services, to the reasonable satisfaction of the Company and shall, whenever reasonably required by the Company, procure the attendance of such Staff at such training at such time(s) and place(s) reasonably specified by the Company, the Counterparty bearing the cost of any travel, accommodation or subsistence incurred in connection therewith and the salaries of such persons; and
- 9.5. **VOLUNTEERING:** the Counterparty will ensure that all Staff are afforded the opportunity to volunteer from time to time during normal business hours on full pay to participate in community projects in keeping with the Values and commitment to the community.

10. PUBLICITY, ADVERTISING & PROMOTIONS

- 10.1. **GUIDELINES & POLICIES:**
- 10.1.1. The Counterparty will adhere to any Brand and advertising guidelines published and communicated by Company or set out in this Agreement or the Manual;
- 10.1.2. The Counterparty will ensure that any activity online (including advertising or promotional) is compliant with the Company's social media policy to the extent applicable as from time to time communicated;
- 10.2. **HARM TO IMAGE:**
- 10.2.1. The Counterparty will refrain from carrying out any advertising that is likely, due to its degrading or vulgar presentation, to harm the image, reputation, or allure of the Brand and/or the Merchandise;
- 10.2.2. The Counterparty will immediately provide the Company with such information as may come into Counterparty's possession which may adversely affect the Merchandise or Company, including complaints from Consumers and/or communications

from regulatory or Government authorities, regarding products or service or in connection with any adverse media coverage;

- 10.3. INVESTMENT: The Counterparty will ensure an adequate amount is spent on promotion and advertising (including local public relations) in each Operative Period to implement the Consumer Offer.
- 10.4. APPROVAL:
- 10.4.1. BRAND USE: The Counterparty will not use the Brand in or for any signs, directory entries or display the same at or on each PoS except with the Company's prior written approval.
- 10.4.2. PUBLIC STATEMENTS: The Counterparty will not issue or publish without the prior written consent of the Company, any statements relating to the Company, its business, business trends, sales trends or other aspects or matters relating thereto;
- 10.4.3. MATERIALS: All advertising and promotional materials must be approved by the Company and either provided by the Company or its nominated designee and the Counterparty agrees to participate in all such marketing and promotional activity as reasonably required by the Company
- 10.4.4. PROHIBITION: Any statements or materials submitted in draft form by Counterparty for the Company's approval, will not contain any information on the Counterparty's future pricing;

11. CAMPAIGNS, VALUES AND B CORPORATION PRINCIPLES

- 11.1. COUNTERPARTY: The Counterparty will uphold the Values, participate in all Campaigns, and in the course of the Business will act consistently with the B Corporation Principles, and any other principles set forth by the Company from time to time. The Counterparty agrees to support the Company's climate commitments and other sustainability targets by measuring and reporting on the Counterparty's greenhouse gas emissions and any other impact as requested by Company from time to time. The Counterparty agrees to include in its Performance Objectives material progress towards B Corp certification, and once certified to commit to periodic improvement in its impact score over time;
- 11.2. COMPANY: As a certified B Corp, the Company believes that we must be the change that we seek in the world. The Company will provide to the Counterparty an annual report on its progress as a B Corp, activities connected with its membership of the Ethical Trade Initiative and its statements on Modern Slavery, Gender Pay Gap, Payment Practices, Streamlined Energy and Carbon Report, and similar statements.

12. TRADEMARKS AND OTHER COMPANY IP

- 12.1. ASSISTANCE: The Counterparty shall render to the Company all reasonable assistance as and when required by the Company to enable the Company to obtain registration in any part of the world of Company IP including the Brand or any translation, adaptation, modification or transliteration thereof. In no circumstances will the Counterparty apply for registration as proprietor of Company IP including the Brand or any translation, adaptation, modification or transliteration thereof in any part of the world.
- 12.2. GOODWILL: The Counterparty acknowledges that the goodwill and all other rights in and associated with the Brand and any translation, adaptation, modification or transliteration thereof (as well as any additional goodwill generated from or by the use or exploitation of the same in connection with this Agreement) shall vest absolutely in the Company and that it is the intention of the parties that all such rights will at all times hereafter and for all purposes remain vested in the Company. In the event that any such rights at any time accrue to the Counterparty by operation of law or howsoever otherwise, the Counterparty will at all times hold same in trust for Company and acknowledge and respect Company's beneficial interest and at its own expense forthwith on demand do all such acts and things and execute all such documents as the Company shall deem necessary to vest such title and legal rights absolutely in the Company.
- 12.3. NEW REGISTRATION: In the event that a registration is obtained for Company IP including the Brand or any translation, adaptation, modification or transliteration thereof subsequent to the date hereof, the Counterparty shall at the request of the Company enter into a license agreement in a form prescribed by the Company in respect of the use by the Counterparty of any such registered Company IP.
- 12.4. CONFIRM OWNERSHIP: The Counterparty will take such action in relation to the use of the Company IP in the Business as the Company may from time to time direct in order to make clear that the Company IP is the subject of patent, copyright, design, trademark, domain name, or any other intellectual property right protection, owned by the Company and used under license by the Counterparty.
- 12.5. NOTIFICATION: The Counterparty shall immediately notify the Company of all infringements or confusingly similar use of the Company IP or the System or of the existence of any business which appears to, or to be attempting to, pass itself off as being connected in the course of trade with the Company which may come to its attention, as well as any attempts to challenge the Company's right to use the Company IP including Brand or any translation, adaptation, modification or transliteration thereof or the System. The Counterparty will assist the Company in all manners possible and necessary to protect and defend the Company's rights by, and/or other than by, the institution of legal proceedings, and will not do anything to settle or compromise the Company's legal position in relation thereto.
- 12.6. WARRANTY & DEFENCE: The Company warrants that it has the right to grant to the Counterparty the rights to use the Company IP including Brand in accordance with this Agreement and for the purposes contemplated herein. If the Company, in its sole discretion, determines that the Counterparty has used the Company IP including Brand in accordance with this Agreement, the Company will defend the Counterparty at the Company's expense against any third party Claim involving the Company IP and arising out of the

Counterparty's use thereof. In the event that the Company, in its sole discretion, determines that the Counterparty has not used the Company IP in accordance with this Agreement, the Company may at its option defend the Counterparty, at the Counterparty's expense, against such third party Claims. The Company's defence under this clause 12.6 is conditional on the following:

- 12.6.1. notice of the Claim and all relevant facts relating thereto is given to the Company as soon as reasonably practicable and in any event within three (3) days of the Counterparty becoming aware thereof; and
- 12.6.2. the Company has conduct and control of all proceedings relating to the Claim and the Counterparty at the request and expense of the Company provides its full co-operation to the Company in connection therewith.

13. CONFIDENTIALITY

- 13.1. The Counterparty hereby acknowledges that all Confidential Information is of a strictly confidential nature and accordingly, the Counterparty covenants that it shall only make available such Confidential Information to its Representatives on a need-to-know basis and it will not - and it will procure that none of its Representatives or any other person who may be in receipt of Confidential Information (such as professional advisers) shall - at any time without the prior written consent of the Company, whether before or after termination of this Agreement, divulge or use whether directly or indirectly for its own benefit or that of any other person, firm or company any of such Confidential Information which may be communicated to or otherwise acquired by the Counterparty, or its Representatives.
- 13.2. Clause 13.1 shall not apply in respect of any information published or which comes into the public domain otherwise than by a breach of this Agreement, or which is lawfully known to the Counterparty at the time of the disclosure and is not subject to any obligations of confidentiality. Nothing in this clause 13 shall prevent disclosure by a Party receiving Confidential Information ("Recipient") from a Party disclosing same ("Discloser") of any Confidential Information in compliance with a legal requirement of a governmental agency or otherwise where disclosure is required by compulsion of Applicable Laws, but only to the extent necessary to comply with such requirement ("Compulsory Disclosure"), and provided Recipient makes best efforts to inform Discloser in advance of such Compulsory Disclosure, with a view to affording Discloser the opportunity to make representations to the relevant authorities against such Compulsory Disclosure, whereupon, Recipient will provide reasonable assistance in aid of such representations.

14. COMPLIANCE

- 14.1. ANTI-CORRUPTION: In performing its obligations under this Agreement, the Counterparty:
 - 14.1.1. Confirms and agrees that it, its Owners and Representatives have not committed and will not commit Improper Conduct in connection with performing the Business, their obligations, rights or commitments under this Agreement.
 - 14.1.2. Agrees to make its Owners and Representatives available for compliance training as requested by Company.
 - 14.1.3. Agrees that payments to the Company shall only be made (i) directly by the Counterparty; (ii) by check or wire transfer only; and (iii) out of the Market or (if different) the country or area where the Counterparty performed the Business.
 - 14.1.4. Agrees that the Company may suspend or withhold any payments to the Counterparty, if, in good faith, Company believes that the payments may be related to Improper Conduct in connection with the performance of this Agreement.
 - 14.1.5. Affirms that its Owners and Representatives are knowledgeable regarding their obligations to not commit Improper Conduct and have taken appropriate steps to ensure compliance with those obligations. The Counterparty agrees that should it or any of its Owners or Representatives learn of or suspect any act or circumstance in connection with the performance of the agreement with the Company that may constitute Improper Conduct it will promptly advise a member of Company's legal department in writing of such knowledge or suspicion. The Counterparty further agrees to complete an annual online compliance certification reaffirming the provisions of this clause 14.1.5 and clause 14.1.6, via the Company's online due diligence tool to be submitted by an authorized officer and considers each such certificate an integral part of the Agreement. Additionally, at the Company's request, the Counterparty will renew the information contained in the Third-party form submitted in the Company's online due diligence tool ("Portal").
 - 14.1.6. Affirms that none of its Owners or executive directors is a Government Official or a relative (defined as a spouse, parent, stepparent, child, stepchild, sibling, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, and anyone, other than a domestic employee, who shares a home with the individual) of such an official or that it has fully described any such relationship in the third party form submitted in the Portal. In the event that during the term of this Agreement with Company there is a change in the information contained in this paragraph, the Counterparty agrees to immediately disclose the change in writing to the Company's legal department.
 - 14.1.7. Agrees to obtain the prior written approval of the Company before providing any gift to or on behalf of a Government Official (or a relative of such an official) or incurring any travel, entertainment, or other expenses for or on behalf of any Government Official in the performance of this Agreement and of the Business.
- 14.2. ECONOMIC SANCTIONS: the Counterparty:
 - 14.2.1. warrants, represents and undertakes that (i) it is not the target of any Economic Sanctions; (ii) to the best of its knowledge, it is not Controlled or beneficially owned by any person subject to Economic Sanctions and (iii) it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

14.2.2. will comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Supplier will not (i) directly or indirectly export, re-export, trans-ship or otherwise deliver the Deliverables or any portion thereof in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

14.3. MODERN SLAVERY & LABOUR LAWS: the Counterparty will ensure that no slavery and human trafficking takes place in its own business and the Parties will take reasonable steps to ensure that no slavery and human trafficking or forced labour takes place in their business and supply or distribution chain, and will at all times comply with applicable Modern Slavery Law, having always regard to the protection of the rights of children and youth. Furthermore, Counterparty will comply with International Labour Organization conventions relating to the elimination of child labour, equality, freedom of association.

15. AUDITS & INSPECTIONS

15.1. AUDITORS: the Counterparty will appoint a reputable firm of accountants (subject to section 11 of Schedule 2, if applicable) to audit the Counterparty's accounts ("Auditors"); and to keep full, proper and up-to-date books and records relating to the Business, Merchandise, business volume, payments made, expenses incurred, and assets disposed of, and such other matters as the Company may require, which books and records shall be kept for at least seven (7) years, and shall at all times be available for inspection by the Company and its authorised representatives, who may make such copies of the books and/or records or part thereof as they deem fit; and to maintain an internal accounting controls method to ensure the proper authorisation, recording, and reporting of all transactions;

15.2. ACCOUNTS: the Counterparty will submit to the Company audited financial statements of the Counterparty within six (6) months of the end of each financial year of the Counterparty; (for the avoidance of doubt certified financial statements will be acceptable where the Counterparty is not a limited company or if the Counterparty is not by virtue of any Applicable Law or accounting practice required to file audited accounts with any government or other regulatory authority); and

15.3. INSPECTIONS: without prejudice to clause 15.1 but subject to clause 15.4, the Counterparty will allow the Company or its authorised Representatives to have access to each PoS or offices for the purpose of auditing or inspecting the books and records and/or conducting checks on the Merchandise and/or Equipment, and/or the overall conduct of the Business (in short "Inspections"). The Company may make such copies of the books and/or records or part thereof as it deems fit, and also remove from the Counterparty's inventory or PoS without payment samples of any items being offered for sale, for the Company to determine whether these articles meet the Company's standards and specifications.

15.4. REASONABLENESS: The Company will ensure that any Inspections mentioned above, will be (a) done in a considerate manner; (b) subject to best efforts to avoid material disruption in Counterparty's operations; (c) will be at Company's expense, unless there is a finding of breach, in which case Counterparty will pay cost; (d) will not require the Counterparty to hand over confidential information relating to competitors of Company, that is not relevant to the purpose of the Inspection, whereby Counterparty may redact such information; and (e) be carried out by Representatives of Company, who do not have a conflict of interest with Counterparty and are subject to confidentiality obligations towards Company. Inspections will be either routine or non-routine. Routine Inspections will be: (i) subject to 30 days' prior written notice; (ii) limited to once annually; (iii) be during business hours. Company may conduct unannounced non-routine inspections at any time (albeit subject to preceding points [a] to [e], but not subject to preceding points [i] to [iii]) if it has a reasonable serious concern, based on prima facie credible intelligence, pertaining to suspected or reported violations of law or of the CoC, where given the nature of such concern it would be inappropriate to forewarn the Counterparty.

15.5. DISCREPANCIES: For the avoidance of doubt, any shortfall in payments made to the Company by the Counterparty on account of any error or other discrepancy between the Counterparty's accounts as reported by the Counterparty and as verified by the Company shall be due as of the date such payment ought to have been made and shall be immediately payable to the Company by the Counterparty. In addition to any other remedies of the Company against the Counterparty in connection with such shortfall in payment, the Counterparty shall bear the costs incurred by the Company in verifying the Counterparty's accounts, as well as interest on such shortfall calculated in accordance with clause 6.4;

15.6. PROHIBITED EXCHANGES: Nothing in this Agreement shall require the Counterparty to provide any information or data which it would be prohibited by Applicable Law from providing. To the extent the rights and obligations under any clause of this Agreement lead to an exchange of sensitive information which may not be shared between the Parties, e.g. based on competition law or data protection law or other Applicable Laws, the rights and obligations hereunder shall at the choice of the Company be limited to the permissible extent or the relevant information or, in case of competition law concerns, the data shall only be made available to an independent third party bound to secrecy as regards such sensitive information. The Party invoking the limitation shall bear the burden to prove that the sharing of such information is not permissible.

16. LIABILITY

16.1. INDEMNITY: The Counterparty shall indemnify the Company, and its subsidiaries, affiliates and related companies, together with its Owners and Representatives, against any and all Claims or Losses incurred by the Company which arise (directly or indirectly) out of or in connection with the Counterparty's performance, purported performance or non-performance under this Agreement, related Addenda or any other collateral contract between the Parties, including without limitation any Losses arising out of or in connection with any third party demand, Claim (including any Claim alleging infringement of third party rights), or resulting from or attributable to any misrepresentation, negligence, fraud, wilful misconduct or breach of statutory duty of or by the Counterparty or its employees, agents or contractors.

- 16.2. **LIMITATION:** Subject to clause 16.4, the Company's maximum aggregate liability (if any) in respect of any defect in Merchandise or Services and otherwise under or in connection with this Agreement whether arising under statute or arising in or for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall in no circumstances exceed (i) in the case of any defect in Merchandise or Services, 125% of the price of the relevant Merchandise or Service in question, and (ii) in all other cases (including without limitation in respect of all other Claims against the Company under or in connection with this Agreement), in respect of any year during the term hereof, the total sums payable by the Counterparty to the Company during that year.
- 16.3. **EXCLUSION:** Subject to clause 16.4, the Company shall not otherwise be liable to the Counterparty under or in connection with this Agreement, or any collateral contract, for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, whether such Loss or damage was foreseeable or in the contemplation of the Parties or for any indirect or consequential Loss or damage of any kind, in each case howsoever arising, and whether arising under statute or arising in or for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.
- 16.4. **NO EXCLUSION OR LIMITATION:** Nothing in this clause 16 or otherwise in this Agreement shall exclude or in any way limit the Company's liability to the Counterparty for (i) fraud, (ii) death or personal injury caused by its own or its contractors', agents' or employees' negligence (including negligence as defined in s. 1 of the UK Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s. 12 of the UK Sale of Goods Act 1979 and/or s. 2 of the UK Supply of Goods and Services Act 1982, or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.
- 16.5. **NO OTHER WARRANTY:** This Agreement sets forth the full extent of the Company's obligations and liabilities arising out of or in connection with this Agreement, Addendum or any other collateral contract, and there are no conditions, warranties, representations or terms, express or implied, (whether relating to the Brand, the System, the Merchandise, or any other matter in connection with this Agreement) that are binding on the Company except as specifically stated or contemplated in this Agreement. Any condition, warranty, representation or term which might otherwise be imputed on Company and incorporated in this Agreement or any collateral or ancillary contract, whether by statute, common law or otherwise, is hereby expressly excluded to the maximum extent permitted by law.
- 16.6. **CUMULATIVE:** Company's rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

17. **INSURANCE**

- 17.1. **RISKS:** the Counterparty will, at its own cost obtain, maintain and renew, and at all times keep in full force and effect, insurance policies providing effective insurance coverage in respect of:
- 17.1.1. each PoS and their contents (Merchandise and Equipment) to the full insurable value thereof against Loss or damage thereto, from any risk (including without limitation fire, burglary, theft, earthquakes and floods) and such other risks as are commonly insured against by establishments of a similar nature;
- 17.1.2. all risks associated with the Counterparty's use of the System, the Business, the Company IP, any Loss or damage to property, materials and/or documentation supplied by or belonging to the Company, and any other default for which the Counterparty is liable to the Company, all to the full insurable value thereof;
- 17.1.3. all liability, Losses, or Claims arising from or in connection with the Business, Merchandise and/or the Services, and from or in connection with or by virtue of any statute relating to worker's compensation or employer's liability or at common law relating to any person employed by the Counterparty in connection with the Business;
- 17.1.4. liability for injury to persons or property arising in connection with the Business, the PoS, Merchandise and/or the Services;
- 17.1.5. all risks which the Counterparty is required by law to insure against; and
- 17.1.6. such other risks as the Company may reasonably require;
- 17.2. **LEVEL:** Counterparty will insure all risks stated in clause 17.1 for such value and on such terms as the Company may reasonably require.
- 17.3. **COPIES:** The Counterparty shall furnish to the Company on demand copies of all such insurance policies, or key particulars thereof, or corresponding insurance certificates, referred to in clause 17.1 and evidence that all premiums due have been paid. For the avoidance of doubt, the Counterparty hereby acknowledges that nothing herein constitutes any representation on the part of the Company as to the nature or quantum of insurance coverage that the Counterparty should procure, and that it should seek its own professional advice in relation to such matters.
- 17.4. **BREACH:** The Counterparty will not cause or permit to subsist any circumstance which may constitute a breach of any insurance policy maintained pursuant to this Agreement.

18. **NOTICES**

- 18.1. Any and all notices required or permitted under this Agreement shall be in writing and shall be posted by recorded delivery or registered post or hand delivered or by electronic mail (with delivery receipt) to the respective Parties at the addresses set out in section 2 of Schedule 14, unless and until a different address has been designated by written notice to the other Party.

19. GOVERNING LAW AND JURISDICTION

- 19.1. The construction, validity and performance of this Agreement and all non-contractual disputes or Claims arising from or connected with this Agreement or formation shall be governed by and be construed in accordance with English law.
- 19.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause.
- 19.2.1. The number of arbitrators shall be one, if the value of the dispute does not exceed five hundred thousand pounds sterling (£500,000.00); or three, if the value of the dispute exceeds such amount.
- 19.2.2. The seat, or legal place, of arbitration shall be the City of London.
- 19.3. The language to be used in the arbitral proceedings shall be English.
- 19.4. Nothing in this clause shall prevent either Party from seeking injunctive or other emergency relief against the other at any time, whereupon the Parties irrevocably submit to the jurisdiction of the English courts, provided that the Company reserves the right, notwithstanding clause 19.2, to proceed under this Agreement, for the purpose of defending its rights in the Brand, or protecting the System, in the courts of any other country claiming or having jurisdiction in respect thereof and the taking of proceedings by the Company in one or more jurisdictions shall not preclude its taking of proceedings in any other jurisdiction, whether concurrently or not.
- 19.5. UN CONVENTION: The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

20. TERMINATION

- 20.1. EXPIRATION: This Agreement will terminate automatically upon the expiration of the Term.
- 20.2. WITHOUT CAUSE: If termination without Cause is explicitly provided for in section 7.h of Schedule 14, then either Party may terminate this Agreement upon (i) serving notice of termination in writing to the other, such notice to take effect at the end of the notice period set out in section 7.h.i of Schedule 14; and (ii) upon paying prior to the effective date of termination the Exit Fee stated in section 7.h.ii of Schedule 14 to the other (if applicable).
- 20.3. FOR CAUSE: Either Party may terminate this Agreement (inclusive of all Addenda) or separately any individual Addendum made under its terms, for Cause without cost or penalty (and without prejudice to its other rights or remedies) by serving notice in writing to the other Party with immediate effect, in which notice the terminating Party will state unambiguously if the termination covers the Agreement (and all Addenda under it) as a whole, or if it is limited only to certain Addendum or Addenda.
- 20.4. Where this Agreement is multi-partite (e.g. Tier 2 or Tier 3) the following will apply, unless otherwise explicitly agreed:
- 20.4.1. Notice of termination (with or without Cause) by one Party must be served in writing to all Parties as a condition for the termination of the Agreement becoming effective against any Party and where notice is served to different Parties on different dates, the date of notice will be deemed to be the date on which the last notice was served (to the last Party to be notified).
- 20.4.2. Where termination is initiated by Company, and Exit Fee is payable by Company, the Exit Fee will be divided equally between the other Parties and Company will pay each Party its share.
- 20.4.3. Where any other Party (other than Company) initiates the termination, then such Party will be liable to pay the Exit Fee (where applicable) to Company in full, and such Party will have no obligation to pay the Exit Fee (or portion thereof) to any of the other Parties.
- 20.4.4. Termination of an Upstream agreement for whatever reason (whether on expiration, or for or without Cause) will result in the automatic (i.e. without need for any formality) termination of any Downstream agreement.
- 20.5. Where an Addendum is terminated (with or without Cause) explicitly separately from this Agreement, Termination of such Addendum will have no effect to the validity of any other Addenda or of the Agreement.

21. CONSEQUENCES OF TERMINATION

- 21.1. Upon the termination or expiration of this Agreement, whether in accordance with this Agreement or otherwise, the Counterparty shall:
- 21.1.1. immediately pay to the Company the full amount of all monies then or thereafter due;
- 21.1.2. immediately cease to operate the Business and cease to use the System and shall not thereafter hold itself out in any way as an Authorised Seller of the Company and refrain from any action that would or may indicate any relationship between it and the Company;
- 21.1.3. immediately cease to use in any way whatsoever any and all of the Brand and any translation, adaptation, modification, or transliteration and any other trade names, logos, devices, insignia, procedures or methods which are or may be associated with the Brand or the System;

- 21.1.4. return to the Company, destroy or dispose of (as the Company shall direct), all signs, advertising materials, stationery, invoices, forms, receipts, or any other document pertaining to or concerning the Business or the System or bearing of the Brand and any translation, adaptation, modification, or transliteration save for those required by law to be retained by the Counterparty in respect of the Business;
- 21.1.5. immediately make available to the Company the books and records referred to in clause 15.1 (save for those required by law to be retained by the Counterparty in respect of the Business, in which case copies thereof shall be made and provided to the Company);
- 21.1.6. continue to perform and observe those of its covenants and obligations which survive termination or contemplate or are capable of operation after termination, and accordingly, all such provisions shall continue in full force and effect after termination or expiration of this Agreement;
- 21.1.7. do all such acts and things and execute such documents as the Company shall require, in particular but without limitation, comply with any direction issued by the Company in accordance with section 4 of Schedule 3, this clause 21.1 and any such notification of cessation of use of the Brand or any translation, adaptation, modification, or transliteration as is necessary for the purpose of recording the same at the relevant Registry or Registries of Trademarks, and assign ownership to the Company of all Branded domain names and either de-Brand or transfer any Branded websites operated pursuant to this Agreement without any compensation to the Counterparty; and
- 21.1.8. provide all reasonable assistance to the Company to ensure business continuity and smooth transition of the Business in accordance with the Company's plans for the Business or otherwise as directed by the Company, without any cost to the Company save where otherwise expressly stated in this clause 21.1. To this end the Company shall have the right, itself or through its designee, to:
 - 21.1.8.1. purchase the Counterparty's remaining inventory of Merchandise at cost, it being understood that the Company will accept and pay for only such Merchandise which is in first class condition and usable. All Merchandise unfit for use according to the Company's standards or not purchased by the Company hereunder shall be destroyed by the Counterparty without cost to the Company or shall be otherwise disposed of by the Counterparty in accordance with the directions of the Company;
 - 21.1.8.2. purchase any of the Equipment, and other assets of the Counterparty pertaining to the Business, at cost price or the net realisable value or the net written down value in the Counterparty's latest audited accounts, whichever is lower;
 - 21.1.8.3. where applicable, take over the leases to the Branded Stores pursuant to section 4.f of Schedule 3;
 - 21.1.8.4. require the Counterparty to give, subject to Applicable Law immediate and full access of, and transfer all Consumer data and marketing and sales information to the Company, in line with clause 6.16;
 - 21.1.8.5. require the Counterparty to join with the Company in any necessary application for and cooperate fully with the Company to obtain any necessary order and/or consents, licenses, permits or authorisations to enable full operation of the Business by the Company; and
 - 21.1.8.6. require the Counterparty to transfer or assign the rights under any contracts to the Company which are necessary to ensure continuity of the Business, provided that where any of the Counterparty's employee, staff or personnel is transferred to the Company as a result of this clause 21.1.8.6, the Counterparty agrees to indemnify the Company against any Claims for wrongful and/or unfair dismissal and/or redundancy payments or any other Claims arising out of or in connection with the employment of such employee, staff or personnel by the Counterparty.
- 21.1.9. For the avoidance of any doubt, the provisions of this clause 21.1 shall survive the termination of this Agreement. Any reference to the Company under this clause 21.1 shall include a reference to its designee.
- 21.2. Furthermore, upon the termination or expiration of this Agreement, the Company will comply with its obligations under section 10 of Schedule 2 (where applicable).

22. MISCELLANEOUS

- 22.1. FORCE MAJEURE: If the performance of any obligation hereunder (other than a payment obligation) is prevented or delayed, in whole or in part, by reason of Force Majeure, then neither of the parties to this Agreement shall be responsible to the other party for delay in the performance or the non-performance of an obligation hereunder and (i) the affected party shall promptly inform the other party in writing of such an occurrence stating the reason for the delay or inability to perform whereupon; (ii) the time in which the obligation in question should have been performed will be extended by the period of the unavoidable delay; and (iii) the affected party will take all necessary steps to rectify the situation to the extent it is within that party's power so to do.
- 22.2. COMPANY'S CONSENT: Except as otherwise provided for herein, whenever this Agreement requires the Company's prior approval or consent, the Counterparty will make a timely written request to the Company therefor, and such approval or consent must be obtained in writing. The Company will use its reasonable efforts to respond to such requests within fourteen (14) days of the receipt of same. No warranty or representation by Company (whether as to quality, quantity, competence, timeliness, lawfulness, appropriateness, or any other aspect) may be inferred or implied by such approval or consent, as further stipulated in clauses 16.5 and 22.9.

- 22.3. NO WAIVER: No waiver by the Company of any failure by the Counterparty to observe any covenant or condition of this Agreement or any failure or delay by the Company to enforce the same shall be deemed to be a waiver of any preceding or succeeding failure or of any other covenant or condition nor shall it be regarded as a continuing waiver or estoppel.
- 22.4. LEGAL ACTIONS: The Counterparty will notify the Company in writing immediately upon the commencement of any action, suit, or proceeding, and of the service of any order, writ, injunction, award or decree of any court, agency, regulatory authority or other government agency, which may affect the operation, reputation or financial condition of the Business.
- 22.5. RELATIONSHIP: This Agreement does not create a fiduciary relationship as between the Company and the Counterparty hereto. The Counterparty will be an independent contractor, and nothing in this Agreement is intended to constitute either Party an agent, legal representative, subsidiary, party to a joint venture, partner, employee, or servant of the other or the Company for any purpose whatsoever, nor shall the Counterparty hold itself out to the public as such.
- 22.6. NO AGENCY: Nothing in this Agreement authorises the Counterparty to make any contract, agreement, warranty, or representation on the Company's behalf, or to incur any debt or other obligation in the Company's name. The Counterparty will have no power to bind the Company or to act in the name of or to create a liability against the Company in any way or for any purpose. The Counterparty acknowledges that the Company will not in any event assume liability for, or be deemed liable hereunder as a result of any such action. The Company will not be liable by reason of any act or omission of the Counterparty arising out of or in connection with the Counterparty's conduct of the Business or for any Claim or judgment arising therefrom against the Company or its subsidiaries, affiliates and/or related companies.
- 22.7. POWER: The Counterparty warrants its power and capacity to enter into and perform its obligations under this Agreement and that in so doing, it is not or will not be in breach of any other agreement with a third party and that this Agreement is valid binding and enforceable against the Counterparty in accordance with its terms, to the fullest extent permitted by law.
- 22.8. ASSIGNMENT:
- 22.8.1. The Counterparty may not without the written consent of the Company assign or transfer the rights and benefits under this Agreement, subject to section 8 or 9 of Schedule 2, where applicable.
- 22.8.2. The Company may novate, assign, sub-contract, sub-license (in short "Transfer") this Agreement and all or any of its rights and obligations under it to any other party at any time and shall inform the Counterparty thereof in writing within a reasonable time thereafter. In the event of any such Transfer, the Counterparty will re-execute a fresh agreement for the unexpired term of this Agreement (or such other period as the parties may agree) with the assignee/novate/transferee/sub-contractor/sub-licensee (in short "Transferee") if the Company (or the Transferee) requires the Counterparty to do so. Any costs incurred in the event of such Transfer shall be borne by the Company. For the avoidance of doubt, the Transferee shall assume all of the Company's obligations to the Counterparty under this Agreement and following such Transfer the Company will henceforth be released of its obligations hereunder.
- 22.9. ENTIRE AGREEMENT: This Agreement (including any documents referred herein, including the terms and conditions of sale referred to in clause 7.4 above) constitutes the entire agreement between the Parties regarding its subject matter and supersedes and replaces any and all Previous Agreements, understandings or arrangements between the Parties, whether oral or in writing, with respect to the same. No representation, undertaking, warranty, guarantee, or promise, whether explicit or by way of any waiver, approval, consent, or suggestion, by Company to Counterparty, including but not limited to those in respect of potential turnover, profits, or success of the business venture contemplated by this Agreement or of the suitability of any individuals or of the location of the Business or any PoS, or by reason of any neglect, delay, or denial by Company of any request made to it, shall be taken to have been given or be implied from anything said or written in negotiations or public statements by the Company prior to this Agreement (or prior to any Addendum) except as expressly stated in this Agreement (or in any Addendum).
- 22.10. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be deleted but such deletion shall be without prejudice to the validity of the other provisions of this Agreement.
- 22.11. THIRD PARTY RIGHTS: Nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any person who is not a Party to this Agreement. Without limiting the generality of the foregoing, a third party who is not a Party to this Agreement shall have no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement.
- 22.12. WRITING: No amendment of this Agreement shall have effect unless in writing and signed by authorised signatories of the Parties hereto.
- 22.13. COSTS: Each Party shall bear its own costs incurred in connection with the preparation and completion of this Agreement, provided however that all stamp fees, if any, payable in connection with this Agreement or any Grant hereunder, shall be borne by the Counterparty.
- 22.14. INDEPENDENT REVIEW: The Counterparty acknowledges that the Counterparty enters into this Agreement as a result of the Counterparty's own independent investigation of the proposed franchise (and the Company has accorded the Counterparty ample time and opportunity to this end), and recognises that the business venture contemplated by this Agreement involves business risks and that the Counterparty's success will be largely dependent upon the Counterparty's ability as an independent business person/entity. The Counterparty warrants that the Counterparty has taken independent legal and financial advice (by advisors of Counterparty's own free choice) about the Business before entering into this Agreement and has not relied on any warranty by Company, pertaining to the commercial viability of such venture, as detailed in clauses 16.5 and 22.9.

22.15. RESERVATION OF RIGHTS: All rights and licenses not specifically and expressly granted to and conferred upon the Counterparty by this Agreement are for all purposes reserved to the Company.

[Signatures follow in next page. Remainder of this page is intentionally blank]

SIGNATURES:

In witness whereof the parties hereunto have caused this Agreement to be executed by duly authorised representatives on the day and year first above written.

Signed for and on behalf of
THE BODY SHOP INTERNATIONAL LIMITED (“Company”)

DocuSigned by:
X Ian Bickley
A3A01E9818E2464...

DocuSigned by:
X Peter O’Byrne
6A7FF83E2F114E8...

Ian Bickley
name in capitals

Peter O’Byrne
name in capitals

Director
title

Company Secretary
title

October 4, 2023
date

October 3, 2023
date

Signed for and on behalf of
THE BODY SHOP CANADA LIMITED (“Counterparty”)

DocuSigned by:
X Jordan Searle
B25F07F8C234452...

DocuSigned by:
X Benoit Mennegand
ABF70BE5B1BF499...

Jordan Searle
name in capitals

Benoit Mennegand
name in capitals

Director
title

Director
title

October 3, 2023
date

October 3, 2023
date

Schedule 1 SELECTIVE DISTRIBUTION

1. APPLICATION: This Schedule 1 is applicable if marked as applicable in section 1.a of Schedule 14.
2. SELECTIVE SELLING: Unless expressly approved by the Company in writing, without prejudice to clause 7.1.1, the Counterparty shall sell or offer for sale the Merchandise or Services only to Authorised Purchasers.
3. Company will exercise reasonable discretion in including other sellers in the Selective Network as Authorised Sellers, reasonably in line with the Selective Criteria.
4. BULK POLICY: The Counterparty shall conduct the Business in compliance with the Bulk Policy (Schedule 12), provided that nothing in the Bulk Policy will limit the quantities which may be supplied by Counterparty within the Selective Network.
5. STATEMENT: The Counterparty will display at each PoS the Authorised Seller Statement, unless where section 2 of Schedule 2 applies (in which case Counterparty will display at each Branded PoS the Franchise Statement instead).

Schedule 2 FRANCHISE BUSINESS

1. **APPLICATION:** this Schedule 2 applies to the Grant if it comprises Branded PoS (as set out in sections 1.c and 10 of Schedule 14).
2. **FRANCHISE STATEMENT:** The Counterparty shall cause to be displayed at each Branded PoS the Franchise Statement set out in section 8.b of Schedule 14 and also upon any signage, letterheads, bills, invoices and other documents or literature used in connection with the Business pertaining to Branded Stores or the Website (pursuant to section 16 of Schedule 6).
3. **MONO-BRANDED TRADE:** The Counterparty will not sell any other goods (other than Merchandise) or provide other services (other than the Services) or carry on any other business or activity (other than the Franchise Business) on each Branded PoS and will not use any other trademark or symbol in association with each Branded PoS.
4. **SYSTEM:**
 - a. **CONFORMITY:** The Counterparty will operate the Franchise Business in strict conformity with the System as may be modified by the Company from time to time and will not do or permit to be done anything which is additional to or not in accordance with the System without the prior consent in writing of the Company and will comply with all advice and instructions given from time to time by the Company with regard to the operation of the System and the Business;
 - b. **ON-SITE ASSISTANCE:** The Company will make available to the Counterparty upon the Counterparty's reasonable request, and at the Counterparty's expense, members of the Company's staff to provide on-site assistance and advice in connection with the System or recommend to the Counterparty such independent experts as it may deem necessary;
 - c. **FEE:** Unless the Company otherwise agrees in writing, the Counterparty shall pay to the Company, without demand and under a regular payment schedule as may be determined between the Counterparty and the Company from time to time, such fees for the management, consultation, advice, service and training provided by the Company in respect of the use of the System and the Company IP as the Company may from time to time prescribe, calculated as a percentage of Counterparty turnover, and which is in accordance with the Company's policy.
 - d. **TRAINING:** The Company will provide training on the standards, procedures, techniques and methods comprising the System (including any improvements or developments thereto) and the Merchandise to the Counterparty and/or such number of its Staff as may be approved or designated by the Company, at such times and places as the Company shall specify, the cost of travel, accommodation and subsistence incurred by such personnel in connection therewith being borne by the Counterparty;
 - e. **GUIDANCE:** The Company will provide the Counterparty with such general assistance, supervision, advice, know-how and guidance as the Company shall deem appropriate relating to management, finance, promotion, personnel and methods of operation to be employed in connection with the PoS location, or opening and the System, as well as reasonable facilities for consultation with the Counterparty in connection with any problems relating to the System from time to time arising with a view to assisting and enabling the Counterparty to operate and maintain the same.
 - f. **MODIFICATIONS:** The Company may, if it deems fit, make such improvements, additions and/or modifications to the System available to the Counterparty in writing (or elect to adopt Counterparty's own suggestions thereto), who shall only when required to or approved by the Company (subject to reasonable notice) incorporate them in the System and introduce them into the Business at the time and in the manner specified by the Company.
5. **INTRANET:** The Counterparty agrees to purchase, maintain and operate such hardware or software, as the Company requires to enable the Counterparty to utilise the Company's intranet, if the Company in its discretion should decide to allow access to the same. The Counterparty's use of the intranet shall be governed by the prevailing terms and conditions governing access thereto, as may be notified to the Counterparty on the intranet, or otherwise in writing.
6. **CONFIDENTIALITY & NON-COMPETE:**
 - a. **MANAGER:** Counterparty will not permit or suffer any person to act in the capacity of Manager and assist in the operation of the Business in Branded Stores, until such person has signed a non-competition and confidentiality undertaking in a form specified by the Company.
 - b. **NON-COMPETE:** The Counterparty covenants during the term of this Agreement whether itself or together with any other person, firm or company in any capacity whatsoever save as authorised hereunder directly or indirectly, not to be engaged, interested or concerned in any business, which is competitive with the Business, and further to ensure that no member, shareholder, or director of the Counterparty or other individual having a degree of control or influence over the Counterparty (such as the Manager) is or becomes so engaged during the Term of this Agreement and for a period of one (1) year following termination of this Agreement in accordance with its terms, save as set out in section 7 below, or as explicitly approved by the Company in writing, such approval not to be unreasonably withheld, subject to section 6.c below.
 - c. **APPROVAL:** Company's approval mentioned above may be subject to the condition that the Counterparty shall agree to have a core management team (approved by the Company) solely dedicated to the Business, and warrants that no-one on that team will be involved in any other business during the term of the Agreement.
7. **DISCLOSURE OF BUSINESS INTERESTS:** The Counterparty will set out under section 9 of Schedule 14 a list disclosing the Counterparty's and its directors' full business interests, and those of the Counterparty's directors' spouses and the Counterparty's

majority shareholders, which list will be kept regularly updated by the Counterparty and made available to the Company each time a change is noted. Such business interests, disclosed pursuant to this section, will be deemed approved by the Company, unless the Company raises explicit objections within four (4) months of acquiring knowledge of such disclosure.

8. SALE, TRANSFER OF (OR CHANGE OF CONTROL IN) THE BUSINESS

- a. CONSENT: The Counterparty may only sell (or effect a Change of Control in) the Business (in part or in whole) with the prior written consent of the Company (at the Company's absolute discretion) and subject to the conditions listed in section 8.b of this Schedule 2. Provided that the Counterparty has complied with all of its obligations hereunder, the Company undertakes to the Counterparty to grant to a purchaser of the Business who is acceptable to the Company pursuant to the terms hereof an agreement equivalent to this Agreement (in the Company's then current form therefor) forming part of the deal, for a period ending no sooner than the corresponding Term (and subject to equivalent renewal conditions) commencing from the date of the sale in question.
- b. CONDITIONS: The conditions required to obtain the consent of the Company to the sale of the Business by the Counterparty shall include, but not be limited to, the following:
- i. STANDARDS: any proposed purchaser shall be bona fide and at arm's length and shall, in the opinion of the Company, meet the Company's standards with respect to business experience, financial status, ability and compatibility with the Company and in particular with the Values;
 - ii. PARTICULARS: before making any binding commitment regarding a sale of the Business, the Counterparty shall notify the Company in writing of: (a) the proposed purchaser's name, address and telephone number; (b) the proposed purchaser's (or its senior management team's) business experience, present occupation, and references; (c) evidence of its financial capability; including personal and business financial statements; (d) capital and ownership interests in the proposed purchaser; (e) the proposed terms of sale; and (f) the proposed purchaser's signing with the Company the agreement set forth in section 8.a of this Schedule 2 (subject to the condition precedent that the sale will be completed by a specified date) and any other information about the purchaser which the Company may reasonably request;
 - iii. ADEQUACY: the approval by the Company of the proposed purchaser and the proposed purchaser's business plan and evidence that it has adequate financial resources to implement the same. The Company in so satisfying itself shall not be taken to be making any representations or giving any warranties to such prospective purchaser or to the Counterparty;
 - iv. COSTS: the Counterparty agrees to bear all reasonable costs incurred by the Company in connection with the Counterparty's sale of the Business;
 - v. CORPORATION: if the proposed purchaser is a corporation, the Company is satisfied:
 1. that the individual or individuals who will have Control of such company meet the criteria set forth in section 8.a of this Schedule 2 and have complied with the requirements of section 8.b of this Schedule 2;
 2. with the suitability of the other persons who will be directors or shareholders in such corporation; and
 3. with the shareholding structure;
 - vi. PAYMENT: the Company receives payment from the Counterparty of all outstanding sums due to the Company under this Agreement, and the discharge of all outstanding obligations of the Counterparty hereunder, including payment of any sum due under section 8.b.iv of this Schedule 2.
- c. INFORM: The Counterparty shall upon receipt of any proposed purchaser's written offer to purchase the Business forward the same to the Company, together with: (a) financial statement of affairs and the business history of the proposed purchaser; (b) details of any other terms which may have been agreed between the Counterparty and the proposed purchaser; and (c) a warranty that the information provided pursuant to this sub-clause is to the knowledge of the Counterparty complete and accurate in all respects and that there has been no information withheld.
- d. 1st RIGHT OF REFUSAL: Upon receipt of such notice accompanied by the said information, the Company shall in addition to its other rights hereunder and subject to obtaining any consents which may be required and complying with any other relevant requirements under Applicable Laws, have an option to purchase the Business for the same amount and upon the same terms as the proposed purchaser has offered, which option may be exercised by notice in writing to the Counterparty within 30 days of the receipt of such notice and information. The Counterparty will in the event of the exercise of such option by the Company effect the sale of the Business within 30 days thereof.
- e. RELEASE: Upon the Company completing the purchase of the Business following the exercise of the option contained in section 8.d of this Schedule 2 or entering into a distribution & franchise agreement with a purchaser of the Business approved by the Company and upon the satisfaction of the conditions referred to in section 8.b of this Schedule 2, the Agreement will be deemed as terminated between the Company and the Counterparty and the Parties shall each be deemed to have released henceforth each other from the terms of this Agreement save for those provisions which expressly or impliedly survive termination, or save for any claim that has arisen or accrued prior to the date of such termination.

9. TRANSFER UPON DEATH OR PERMANENT INCAPACITY

- a. **TRANSFER:** Upon the death or permanent incapacity (mental or physical) of the Counterparty (if the Counterparty is a natural person) or of any person with Control in the Business, or in the Counterparty (if the Counterparty is a company or a partnership) (in short the “**Retired**”), the executor, administrator, or personal representative of the Retired (in short “**Superintendent**”) will inform the Company in writing and provide such information as the Company may reasonable request. Superintendent will transfer such Control or this Agreement to a third party (the “**Successor**”) approved by the Company at its sole and absolute discretion within six (6) months after such death or permanent incapacity and where applicable will comply with section 6.a of this Schedule 2.
- b. **MANAGER:** Immediately upon such death or permanent incapacity of the Retired and until such transfer is effected, the Company will have the right, but not the obligation, to appoint a new Manager to operate the Business, and the Counterparty’s Business or estate will pay all the reasonable costs and expenses incurred by the Manager, including, without limitation such Manager’s salary and travel expenses to, from and within the Territory. Where the Company appoints such a Manager, it shall not be liable to the Counterparty, its estate, successor in title, shareholders, executor, administrator, personal representative, or the Superintendent, as the case may be for any Losses incurred or the performance achieved by the Business for such period.
- c. **TRANSITION:** Any transfer referred to in section 9.a of this Schedule 2, including, without limitation, transfers by devise or inheritance, will be subject to the same terms and conditions as for any inter vivos transfer under section 8 of this Schedule 2. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries or company directors or Superintendent are unable to effect such transfer within the period stated in section 9.a of this Schedule 2 then:
 - i. provided that the Counterparty has, in the sole opinion of the Company, been consistently achieving the Performance Objectives agreed during the term of this Agreement then the Superintendent will have two (2) years from the death to dispose of the Retired’s interest in this Agreement, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement.
 - ii. If the Counterparty has in the sole opinion of the Company not been consistently achieving the Performance Objectives agreed during the term of this Agreement then the Superintendent will have one (1) year to dispose of the Retired’s interest in this Agreement, subject to all the terms and conditions for transfers contained in this Agreement.

10. **CAPITAL INVESTMENTS:** If pursuant to this Agreement the Counterparty is required to make capital investments in assets that cannot be redeployed in other business activities, which when depreciation is calculated on a five (5) year basis are not fully depreciated at the time of expiration of this Agreement, and the Company does not extend the term of the Franchise in accordance with this Agreement, the Company will compensate the Counterparty by purchasing the acquired assets at their depreciated value on said five (5) year life cycle basis, provided always that the Counterparty is at the time of the expiration of this Agreement not in arrears, not on a debt repayment plan, or not in breach of any provision hereof (including, without limitation, the Counterparty’s obligations to meet the Performance Objectives) or of any other agreement between the Counterparty and the Company or the Company’s subsidiaries, affiliates and/or related companies. For the avoidance of doubt, this section 10 of Schedule 2 shall not apply where this Agreement is terminated by Company for Cause, or by Counterparty without Cause.

11. **APPROVAL OF AUDITORS:** the appointment of the Auditors stipulated in clause 15.1 must have the Company’s prior consent, subject to clause 22.2.

12. **INSURANCE – BENEFICIARY:** In addition to Counterparty’s obligations under clause 17.3, the Counterparty will furthermore ensure (without prejudice to the generality of the remainder of clause 17) that the Company shall be named a party to the policies referred to in clause 17.1 and be entitled to the benefit thereof.

13. SOFTWARE LICENCE:

- a. **Grant:** in consideration for the mutual agreements and undertakings under this Agreement, and for the sum of £1 (receipt of which the Company hereby acknowledges), the Company grants the Counterparty a non- exclusive, non-transferable licence (the “**Software Licence**”) to use the programs listed in section 19 of Schedule 14 as amended from time to time by the Company (the “**Software**”).
- b. **Hardware:** The Counterparty will run the Software exclusively on hardware sourced by the Counterparty and which hardware meets the minimum systems requirements as set out in section 19 of Schedule 14.
- c. **Requirements:** The Counterparty will provide and be responsible for the network infrastructure required to run, maintain and support the Software remotely as specified in the minimum system requirements for the Software as set out in section 19 of Schedule 14, including but not limited to external (public) internet access and appropriate firewall rules for specific TCP/IP ports.
- d. **Modifications:** The Counterparty will not alter or modify the Software and will immediately notify the Company should any Software fail to operate satisfactorily.
- e. **3rd Party Terms:** Where any Software licensed to the Counterparty is also subject to additional terms and conditions from their original licensors (if applicable) those terms and conditions will supplement and, insofar as they conflict, prevail over the terms of this Software Licence.
- f. **Use:** The Counterparty will not use, resell, sub-licence or supply the Software save as provided in this Software Licence.

- g. Ownership: No title or rights of ownership, copyright or any other intellectual property in the Software is or will be transferred to the Counterparty. The Counterparty will permit the Company at reasonable times to audit the use of the Software.
- h. Copies: The Counterparty will not make any additional copies of the Software or parts thereof (other than what is required for running the Software) without the prior written consent of the Company. However, the Counterparty will be entitled to make a copy for back-up purposes to the extent provided by mandatory Applicable Law only. The obligations imposed on Counterparty pursuant to the terms of this Software Licence, will apply to any copies made by the Counterparty.
- i. Expert Installation: Where (according to the Software specifications) expert installation is required, the Counterparty agrees to allow the Company and any Company-approved contractors to enter its premises and carry out all necessary work to deliver, install and test the Software on the dates specified by the Company following consultation with the Counterparty (the "**Agreed Dates**"). Failure by the Counterparty to make its staff and premises available on Agreed Dates to facilitate the installation and testing pursuant to this Clause will entitle the Company to recover from the Counterparty any costs incurred by the Company and its contractors as a result.
- j. Access: The Counterparty will at all times during the currency of this Software Licence allow the Company to gain remote access to its hardware on which the Software is or will be hosted using Microsoft Remote Desktop or other software systems, for the purpose of maintenance and support of the Software, as from time to time may be prescribed by the Company.
- k. Term & Termination without Cause: This Software Licence will commence on the date on which the Software is successfully installed and tested ("**Start Date**") as such date is confirmed between the Parties, and will continue in force (i) until the termination, for whatever reason of the Agreement, whereupon this Software Licence will be terminated automatically without separate notice or other formality; or (ii) prior to and separately from the termination of the Agreement: (A) by the Company without Cause upon thirty (30) days' prior written notice to the Counterparty; or (B) by the Counterparty without Cause, upon seven (7) days' prior written notice to the Company, provided that the Counterparty will have first notified the Company in writing of its proposal to install alternative equivalent software in substitution to the Software and the Company has approved such proposed substitute software in writing to the Counterparty.
- l. Termination for Cause: Either Party may also terminate for Cause this Software Licence forthwith, separately from the rest of the Agreement, on giving notice in writing to the other with immediate effect.
- m. Post termination: Upon expiry or termination of this Software Licence for any reason and at any time, the Counterparty will remove (or allow the Company and/or such other person(s) as stipulated by the Company to remove) all instances of the Software, whether remotely and/or otherwise. The Counterparty will afford all necessary access and assistance to the Company and to its agents in the fulfilment of this section.
- n. The Parties agree that: (i) any condition, warranty, terms, inducements and representation, written or oral, express or implied (whether by statute or otherwise), made by or on behalf of the Company or operating in favour of the Counterparty as to any aspect of the Software, including without limitation their condition, operation, fitness, durability, merchantability, maintenance by the Company or their suitability for purpose; and (ii) all liabilities of the Company to the Counterparty for loss of profits, indirect or consequential loss howsoever arising: are hereby expressly excluded from this Software Licence. To the extent permitted by Applicable Law, the Counterparty hereby waives all right to assert against the Company any claim claiming the benefit of any statutory, regulatory or other implied or imputed standard, warranty, condition, term or representation with respect to the Software or this Software Licence and releases the Company from all liability with respect thereto.

Schedule 3 BRANDED STORES

1. APPLICATION: this Schedule 3 applies on the operation of Branded Stores.
2. NO COMMENCEMENT UNTIL READY: Counterparty will not commence the Business at each Branded Store until the renovation and refurbishment thereof and the installation of Equipment thereat is completed, a sufficient number of persons has been employed and trained for the operation of the Business and the Company has provided written confirmation to the Counterparty that it is satisfied that the Counterparty is competent to commence the Business.
3. STORE PLANS: The Company shall during the term of this Agreement provide the Counterparty from time to time with the Company's current shop design manual including construction and conversion plans and specifications for internal lay-out, signs, fixtures and fittings of each Branded Store and general consultation and advice relating to the construction, conversion and refurbishment of each Branded Store to ensure compliance with the standards of the System; the Counterparty shall be responsible for the adaptation of those standard plans for each Branded Store at its own cost, such adapted plans to be approved by the Company; or by agreement with the Company and at the Counterparty's expense, the Company shall arrange the adaptation of the said plans for any of the Branded Store, and the Counterparty will not alter or convert the Branded Stores or the internal layout thereof or the fixtures and fittings therein in any way without the Company's prior written consent.
4. LEASES: the Counterparty will:
 - a. obtain the Company's prior approval for each lease relating to the Branded Stores, before it is signed, pursuant to the remainder provisions of this section, upon the Counterparty providing Company with the information listed in Schedule 10.
 - b. within five (5) Working Days of Company's demand in writing, the Counterparty will provide to the Company copies of the lease of any Branded Store and any other title deeds and documents relating to any Branded Store which the Company may request. If the Counterparty fails to provide such documents, the Counterparty shall indemnify the Company against all costs and expenses incurred by the Company in obtaining copies of those documents from the landlord or any other party;
 - c. comply with the terms of all lease agreements relating to the Branded Stores; and
 - d. will procure that each lease contains a provision to the effect that the Counterparty shall have the right, without the lessor's further consent, to assign all of the Counterparty's rights under the lease to the Company or its designee (and to no other party, unless authorised by the Company in writing) upon the direction of the Company, and the Counterparty shall so assign such rights promptly as and when directed by the Company;
 - e. where applicable, in respect of any transfer by the Counterparty permitted under section 8 or 9 of Schedule 2 and approved by the Company, upon the written direction of the Company, the Counterparty will assign to the Company or its designee all leases in respect of the Branded Stores, or to the extent that the Company is the landlord of any such Branded Store, the Counterparty will surrender the same to the Company. Where a lease is surrendered, then subject to the Company obtaining any necessary consents under the same, the Company may at its discretion grant (and the Counterparty shall in such event procure that) the transferee will take and execute the Company's then current form of the lease agreement relating to the same.
 - f. in addition to its other rights under clause 21.1.8 the Company shall, based on market conditions, have the option to purchase (either itself or through its designees) any lease relating to the Branded Stores at a price equal to the value of the consideration for a transfer or assignment of the lease or sub lease in the open market with a willing vendor and a willing purchaser with vacant possession, and in assessing the value in the open market there shall be disregarded any value attributable to the Franchise Store by reason of the occupation of the Franchise Store by the Counterparty, the goodwill of the Business carried on at the Franchise Store, alterations and improvements carried out to the Franchise Store and the existence of this Agreement;
5. APPROVALS: at its own cost, the Counterparty will ensure that:
 - a. each Branded Store has the prior approval of the Company;
 - b. subject to the provisions of section 3 of this Schedule 3, each Branded Store is designed, equipped and fitted out in time for the opening and operation of the Branded Store in accordance with the prevailing requirements of the Company and the System and is renovated, altered and refurbished as set forth in the Performance Objectives;
 - c. all materials required for such renovation, alteration, refurbishment and fitting out are approved or supplied by the Company; and
 - d. a retail representative from the Company has inspected the Branded Store prior to opening to ensure that the display is in accordance with the Company's guidelines; if requested to do so the Counterparty shall procure that such display is altered in accordance with the reasonable instructions of the Company, prior to opening;
6. HIGH STANDARDS: at all times the Counterparty will maintain the interior and exterior of each Branded Store and all parts thereof as well as all furniture and fittings to the highest standard of decoration, repair and cleanliness and promptly ensure that all reasonable requirements of the Company in this regard are fulfilled.

Schedule 4 SUB-LICENSING (IF "MASTER")

1. Subject to the written approval of the Company, but not otherwise, the Counterparty may sub-license to one or more Sub-Licensees the Grant(s), subject to entering into an appropriate sub-licence agreement, which may be in a form prescribed by Company, and/or which will aim to give effect to the provisions hereunder ("Sub-Licence Agreement").
2. Where the Company approves the Grant of any sub-licence referred to in section 1 of this Schedule 4, the Counterparty shall, at its sole expense, diligently and faithfully fulfil all of its duties and enforce all terms and conditions under each Sub-Licence Agreement, and at all times maintain the high standards of quality, appearance, and service associated with the System and the Brand, and in conformity with the Company's standards and specifications.
3. Without prejudice to the generality of the foregoing, the Counterparty shall in respect of each Sub-Licence permitted hereunder:
 - a. immediately and without demand communicate to the Company all reports, notices or information intended for the Company which the Counterparty may receive from the Sub-Licensee, and to the Sub-Licensee all notices or other communications intended for the Sub-Licensee which the Counterparty may receive from the Company;
 - b. immediately pay to the Company directly and without demand or set off all sums received from any Sub-Licensee due to the Company. Any such sums received by the Counterparty and not as yet paid to the Company in accordance with this section 3.b of this Schedule 4 shall be held on trust and for the sole and exclusive benefit of the Company, and the Counterparty shall not co-mingle the same with any other monies of the Counterparty;
 - c. diligently, faithfully and promptly enforce at its own cost the terms of all Sub-Licence Agreements, and procure compliance by each Sub-Licensee of the terms thereof;
 - d. where any rights of approval over any matter or thing relating to the Sub-Licensee or its business are vested in the Counterparty pursuant to the terms of any Sub-Licence Agreement, only grant such approval on terms which conform with the Company's standards and specifications, and the high standards of quality, appearance, and service associated with the System and the Brand. The Counterparty shall not under any circumstances grant approval in respect of any matter or thing which the Company has prohibited the Counterparty or any Sub-Licensees from doing, and whenever in any doubt as to the grant of any approvals as referred to hereunder, the Counterparty shall consult with and comply with the directions of the Company in connection therewith;
 - e. at the Company's request, enforce on behalf of the Company all obligations and undertakings given by any Sub-Licensee for the benefit of the Company, or assign to the Company any or all rights of the Counterparty pursuant to the Sub-Licence Agreement, and if such Sub-Licence Agreement is tri-partite and Company is privy to it, to defer to Company's initiative any matters pertaining to enforcement of Sub-Licensee's obligations, unless Company consents to Counterparty leading such enforcement;
 - f. comply with and carry out all directions which the Company may from time to time issue in writing in connection with any Sub-Licensee or Sub-Licence Agreement; and
 - g. provide the Company notice of any Claim involving any Sub-Licensee and all relevant facts relating thereto as soon as reasonably practicable and in any event within two (2) days of the Counterparty becoming aware thereof. The Company shall not be obliged to conduct or defend any litigation in connection therewith, but if it should choose to do so, then at the request of the Company, the Counterparty shall provide its full co-operation (including access to any relevant information or documents in the possession of the Counterparty) to the Company in connection therewith.
4. In dealing with prospective Sub-Licensees, the Counterparty shall:
 - a. make no representations in conflict with the terms and conditions of the Sub-Licence Agreement, this Agreement or the System (where applicable); and
 - b. carefully screen and evaluate prospective Sub-Licensees pursuant to the standards prescribed by the Company from time to time.
5. Where the Company and the Counterparty may concurrently direct or instruct any Sub-Licensee to do or carry out or refrain from doing or carrying out any matter or thing referred to in any Sub-Licence Agreement, then in the event of a conflict between such directions or instructions of the Counterparty and the Company, those of the Company shall prevail, and the Sub-Licensee shall comply with the same.

Schedule 5 TIER 2/3 (IF "SUB")

1. If this Agreement is a Tier 2 Agreement, the following will apply:
 - a. The Parties note that Company and Counterparty have separately signed the Tier 1 Master Agreement referenced in section 16.a of Schedule 14, pursuant to which Counterparty has the right to sub-licence the Grant(s) to a Sub-Licensee and that Counterparty 2 signs the Agreement in capacity of Sub-Licensee.
 - b. Any provision of this Agreement referring to rights or obligations of Counterparty, will be construed as referring instead to Counterparty 2.
 - c. Any provision of this Agreement referring to rights of Company, will be construed as referring to Company (particularly if Company is privy to this Agreement), as well as to Counterparty, except as relates to rights and privileges of Company concerning proprietary or non-sublicensable aspects of the Agreement (e.g. relating to the Brand, or the System), whereupon references to rights of Company, will be construed as referring to Company alone. Any provision of this Agreement referring to obligations of Company, will be construed as referring to Counterparty, except for clause 12.6, in which any references to obligations of Company will be construed as referring to Company alone.
 - d. For the avoidance of doubt, Counterparty shall at all times be free to agree the commercial terms with Counterparty 2, subject only to clause 6.11.
2. If this Agreement is a Tier 3 Agreement, the following will apply:
 - a. The parties note that Company, Counterparty and Counterparty 2 have separately signed the Tier 2 Intermediary Agreement referenced in section 16.b of Schedule 14, pursuant to which Counterparty 2 has the right to sub-licence the Grant(s) to a Sub-Licensee and that Counterparty 3 signs the Agreement in capacity of Sub-Licensee, and the Parties further acknowledge the existence of the Tier 1 Master Agreement referenced in section 16.a of Schedule 14, between Company and Counterparty.
 - b. Any provision of this Agreement referring to rights or obligations of Counterparty, will be construed as referring instead to Counterparty 3.
 - c. Any provision of this Agreement referring to rights of Company, will be construed as referring to Company (particularly if Company is privy to this Agreement), as well as to Counterparty and/or Counterparty 2, vis-à-vis Counterparty 3, except as relates to rights and privileges of Company concerning proprietary or non-sublicensable aspects of the Agreement (e.g. relating to the Brand, or the System) whereupon references to rights of Company, will be construed as referring to Company alone. Any provision of this Agreement referring to obligations of Company, will be construed as referring to Counterparty and/or Counterparty 2, except for clause 12.6, in which any references to obligations of Company will be construed as referring to Company alone.
 - d. For the avoidance of doubt, Counterparty 2 shall at all times be free to agree the commercial terms with Counterparty 3, subject only to clause 6.11.

Schedule 6 INTERNET

1. Counterparty (along with any Authorised Seller) is permitted to use the internet to communicate information about the Brand and/or advertise and/or sell Merchandise to Consumers subject to complying with this Schedule 6.
2. DOMAIN NAME:
 - a. A Website should, where possible, be linked to an appropriate domain name, preferably incorporating or reflecting the Brand (Branded domain name), always subject to the Company's prior approval.
 - b. The Counterparty will not register or own (without the Company's prior express permission in writing, at the Company's absolute discretion) any Branded domain names and the Website will not (without the Company's prior express permission in writing, at the Company's absolute discretion) be hosted on a Branded domain name.
 - c. LICENSED DN:
 - i. Where a Branded domain name is used with the Company's prior approval ("Licensed DN"), the ownership thereof shall at all times belong to the Company, who will control the login details in the DNS (Domain Name System), and Counterparty will do all to perfect such ownership, including by assigning its rights or (if such assignment is prohibited under applicable law) by acknowledging the Company as beneficial owner and holding the domain name registration in trust for and on behalf of the Company.
 - ii. Any Licensed DN approved at the time of this Agreement is listed in section 4 of Schedule 14, or relevant Addendum, from time to time agreed. The Counterparty warrants that it does not own or control any other Branded domain name other than the Licensed DN(s) and that it will not use or register any such domain name in future and that it will not challenge the Company's rights on the Licensed DN or on any other Branded domain name.
 - iii. Under this domain name license, Counterparty will acquire no right, title and interest in and to the Brand, or the Licensed DN.
 - iv. The term of the domain name license hereunder will not exceed the Term of the Grant for E-Commerce via the Website (or in any event the Term of the Primary Grant) and on termination thereof the Counterparty will cease any use of the Licensed DN.
 - v. If the Website is used as an information site only (but not for E-Commerce) then the Company shall be entitled to terminate the domain name license for the Licensed DN hereunder without Cause on twelve (12) months' notice (subject to section 2.c.iv of this Schedule 6, or subject to earlier termination under clause 20 of this Agreement).
 - vi. If, and as long as, the Website is used for E-Commerce, the term of the domain name license will be coterminous to the Term of the Grant for E-Commerce via the Website and subject to the same termination provisions (clause 20). If the Website is no longer used for E-Commerce, then section 2.c.v of this Schedule 6 will apply.
3. CONTENT: The Counterparty will maintain high quality, truthful and accurate content on the Website.
4. APPROVAL: The construction of the Website, including the software platform (back-end) and the User Interface will be subject to the Company's approval, which shall not be unreasonably withheld, or guidelines and specifications issued or updated by Company from time to time and the Website will comply with any Applicable Laws.
5. UPTIME: If the Website is used for E-Commerce, the Counterparty will ensure uptime of no less than 99% of the time in any calendar month, or such other minimum uptime as the Company may prescribe from time to time.
6. LINK: The Website will contain a link to the Company's website located at www.thebodyshop.com, or to such other website as the Company may prescribe from time to time.
7. CONSUMER OFFER: The Counterparty will implement as applicable the E-Commerce Performance Objectives and the Consumer Offer on the Website pursuant to Company's instructions, and otherwise participate in all advertising and promotional activities deemed by the Company appropriate for the Website.
8. LIMITED SUPPORT: Whilst the Company will provide to the Counterparty reasonable guidance and support in relation to E-Commerce, the Consumer Offer, the User Interface, and the Website content, it is understood that (i) the Company will not serve as a support help-desk or technical services provider of any kind, nor is Company able to provide such support on a daily basis, other than at a high directional level; (ii) such guidance or support is at the Company's discretion (iii) such guidance and support is not subject to any agreed minimum level and no service level agreement is entered into by the Company in this regard expressly or impliedly; (iv) the Counterparty is solely responsible for managing third party service providers to whom it may outsource the hosting or technical support for the Website; and that (v) the Company is not in any way liable either for its guidance or support, or for recommending any such third party service provider, or for such third party's performance, even where the Counterparty has relied upon such guidance, support or recommendation and the Company has made no representation or given any warranty concerning the profitability or feasibility of E-Commerce
9. INFORM CONSUMER: When selling Merchandise online (whether via a Website or a Platform) the Counterparty must provide each Consumer all legally required information, which in doubt will include the following:

- a. the identity of the operator of the Website or Platform and their contact details;
 - b. all applicable sales terms and conditions during the ordering process, including order dispatch times;
 - c. immediate order confirmation by email;
 - d. the ability to return Merchandise after sale (and to receive a refund) which shall be in accordance with all applicable laws and regulations;
 - e. customer service email and telephone support (the address and numbers of which shall be clearly provided on the Website), as well as an out-of-hours answering machine or email that states customer service availability, that shall include a free assistance telephone service, available every week day during Opening Hours, staffed by trained personnel who are knowledgeable in the Merchandise, its specifications and proper use and who shall be capable of answering questions regarding the Merchandise and properly advising Consumers as to which Merchandise line items are compatible and suitable for Consumers' needs, including proper application and use of the Merchandise. The trained personnel shall speak and understand the language used on the Website(s) and the language spoken in the relevant Territory;
 - f. an invoice that reflects the price and currency that the Consumer has accepted when ordering the Merchandise, including the appropriate VAT rate, with no hidden charges;
 - g. a prominent statement of the level of security provided for online transactions displayed at least on the ordering pages of the Authorised Website as well as a clear and conspicuous statement of the Counterparty's privacy and usage policy with regard to all personal information gathered via the Website, ensuring that any processing of personal data is carried out in a legally compliant way (and in line with the General Data Protection Regulation if such processing comes in scope of the application of said regulation);
 - h. such payment protection, encryption and security certification as is commonly used in the online consumer goods retail industry, ensuring always that if the Website collects or holds credit (or debit) card data such collection and processing is carried out in a PCI/DSS compliant fashion;
10. **KEYWORDS:** The Counterparty when engaged in search engine optimisation, will use appropriate keywords, which are compatible with the quality image and allure of the Brand. The Counterparty will provide the Company with a list of these keywords upon request.
 11. **CONSISTENCY:** The Counterparty shall offer the same level of service and terms and conditions to Consumers across the Territory when offering the Merchandise for sale online.
 12. **QUALITY & ACCESSIBILITY:** The Website's graphic quality (image clarity, grain quality, colour quality, etc.) will correspond to the most advanced or broadly recognised and generally accepted technological standards in the industry. The Website shall be accessible to any person with standard equipment and internet access. Web pages in the Website will load with such speed as is generally accepted for a best in class website of this type in the Territory.
 13. **NAVIGATION:** Navigation throughout the Website will be easy and intuitive for the Consumer, with features such as fixed headers and footers or side navigation bars containing (in every single webpage) shortcuts to the home page, the "about us" page, the terms and conditions and (separately) the privacy policy, or a site map. The check-out page will contain product placement with prompts for last minute considerations or additions on the basket.
 14. **ASSORTMENT:** The Counterparty will offer for sale a representative broad selection (assortment) of Merchandise, as well as any new Merchandise and will update the Website regularly and in line with any agreed event calendar. New items or bestsellers will be given greater prominence (with star launches securing premium top category home page placement), with storytelling content blocks included appropriately (with focus on the Values) for maximum effect, and with sufficient focus throughout the year (or on key times of the year) on the gift category, and ensuring product placement follows the event calendar or specific promotional activity.
 15. **PROMOTION:** The Counterparty will engage in appropriate lawful online marketing campaigns in order to promote the Website, including by means of banner advertising, social media campaigns or blog activities, provided that any Branded materials are approved in line with the terms of this Agreement.
 16. **FRANCHISE OR AUTHORISED SELLER STATEMENT:** The Counterparty will operate the Website under the Brand provided that it is made clear to Consumers that Counterparty is the operator thereof in its own name as illustrated by the Franchise Statement that should be available in a prominent place (e.g. footer of each webpage) in line with section 2 of Schedule 2. Where Counterparty deals in a Platform Wholesale it will procure that the Platform Wholesale displays an Authorised Seller Statement in the relevant Brand Area, by equivalent application of section 5 of Schedule 1 clearly identifying the said Platform as the seller of Merchandise at retail. Where Counterparty operates a Platform Retail it will display the Authorised Seller Statement in the Brand Area, clearly identifying the Counterparty as the seller of Merchandise at retail.
 17. Counterparty's online Branded advertising will avoid degrading or vulgar presentation incompatible with (or harmful to) the nature of the Merchandise, or the reputation, allure, philosophy, or the qualitative and aesthetic appeal of the Brand. Any price promotions in particular (whilst at the Counterparty's absolute discretion as to the commercial aspects or level of discounting) ought to seek to convey factual information, concerning the particulars of the promotion, in a dispassionate and informative way, avoiding sensational or dramatic tone (by means of colouring, framing, punctuation, exclamation marks or equivalent) which may distract Consumers' attention from the quality of the Merchandise, or which is generally incompatible with the image of a strong and confident brand.

18. PLATFORMS: Where the Grant (pursuant to section 10.e of Schedule 14, or an Addendum) extends to a Platform (subject to section 18.a below), the following will apply:
- a. **CONDITIONS FOR GRANT:** The Counterparty may be permitted in writing by Company to operate E-Commerce via a Platform provided (i) such Platform meets the requirements set out hereunder, or such other reasonable requirements relating thereto as notified by the Company to the Counterparty from time to time; (ii) Counterparty submits to the Company a satisfactory related business plan together with the form of contract with the Platform ("Platform Terms") for prior approval in line with the requirements set out in section 18.b below of this Schedule 6; and (iii) the Counterparty offers appropriate contractual assurances that the Counterparty will be able to advertise and promote the Business on the Platform in accordance with all guidelines and requirements relating thereto as notified by the Company to the Counterparty from time to time in writing.
 - b. **PLATFORM TERMS:**
 - i. **Must contain:**
 1. A provision by which Host: (i) is granted a limited right to use the Brand for the sole purpose of facilitating the agreed operation of the Platform, only during the term of the Platform Terms, always in accordance with Company's Brand-guidelines; and (ii) acknowledges that it has no proprietary right or interest in the Brand and that all goodwill associated with any use of the Brand will inure to the benefit of the brand owner (Company).
 2. If it is a Platform Wholesale, which covers any part of EEA+: (i) a provision by which Host acknowledges that Company (the Brand-owner) operates a selective distribution system ("SDS") across EEA+, whereby the Host will be a member thereof, provided that the Host agrees it will not sell to any reseller who is not an Authorised Seller of Company's SDS, without prejudice to the Host's right to cross-sell to any other Authorised Seller, or end consumer in the EEA+ selective territory; (ii) a provision by which Host agrees to comply with the Bulk Policy.
 3. A provision stating expressly that any violation by Host of the above provisions is a material breach, giving Counterparty the right to terminate the Platform Terms for cause.
 4. A termination provision entitling Counterparty to terminate the Platform Terms without cause on short notice (preferably 30 days', but no more than 60 days').
 - ii. **Must NOT contain any provision:**
 1. that is unlawful under Applicable Laws;
 2. that seeks to control a retailer's ability to discount or reduce retail prices or to sell below RRP;
 3. that seeks to impose any restriction (by means of exclusivity arrangements) on the particular territory or customer group to which an Authorised Seller in the SDS may sell, if the Territory includes any part of the EEA+.
 - c. **SEARCH:** The Platform and Brand Area will be professionally designed and formatted with full search functionality. Product search tools available on the Platform will only return the Merchandise in the search results in the Brand Area within the Platform, when using the Brand or any other of Company's trademarks as search terms and a link to the Brand Area should be present either in the homepage of the Platform or in the home page of the beauty section within the Platform in as prominent a position as possible.
 - d. **GUIDELINES:** The Brand Area will be presented in accordance with the Company's guidelines, or as from time to time communicated by the Company.
 - e. **NAMING & INGREDIENTS:** The presentation of Merchandise should follow Company's naming conventions (Brand / Range / Product Name) and product descriptions will need to include benefits, expert advice, approved claims or research results, key ingredients, or other consumer key search terms, as well as regime recommendations for using complementary products or accessories.
 - f. **BRANDED CONTENT & REVIEWS:** The Brand Area will include only such Branded visuals, photos, animations and other multimedia modules developed (or explicitly approved) by the Company from time to time for the promotion of the Merchandise and will contain functionality for ratings & reviews. The Counterparty will not develop or use its own Branded materials (other than materials provided by the Company) without the Company's prior approval.
 - g. **LINK:** The Counterparty will make reasonable efforts to ensure that the Brand Area includes a link to the Company's website located at www.thebodyshop.com, or to such other website as the Company may prescribe from time to time and to the Counterparty's own Branded Website (if applicable).
 - h. **FOCUS:** A Brand Area (within a Platform) will maintain distinct focus on the Merchandise and the Brand and will not contain references to, or advertising banners or links to other brands or other products (which may be available elsewhere on the Platform, outside the Brand Area).
 - i. **ASSORTMENT:** Counterparty will make reasonable efforts to ensure the Brand Area complies with the requirements of section 14 of this Schedule 6.

- j. NO UNAUTHORISED TRADE: Counterparty will procure that the Platform will, subject to Applicable Law, take reasonable steps to preclude unauthorised sellers (i.e. anyone who is not an Authorised Seller) from using the Brand for the promotion or sale of Merchandise on or via the Platform for commercial gain.
- k. OTHER: The remainder of this Schedule 6 will apply also on Platforms, except for sections: 2; 4; 6 and 16, which will only apply on Website.

Schedule 7 SHOP-IN-SHOP

1. SIS AGREEMENT: SIS AGREEMENT: Subject to complying with the terms of this Schedule 7, the Counterparty may enter into a SiS Agreement with a Host, in which it will detail the precise structure and commercial arrangements of their relationship, concerning the operation of a SiS, and stipulate whether it is a Branded Corner or Concession arrangement or a hybrid.
 - a. Branded Corner: The Company may approve the Host as an Authorised Seller on a Non-Exclusive basis and allow the Counterparty (subject to the terms of the Agreement) to enter into a SiS Agreement with the Host and grant the Host the right to sell and market Merchandise, via individually approved SiS (Branded Corner) (to be listed in a schedule to the SiS Agreement) to Consumers or to other Authorised Purchasers, in consideration of and subject to the Host's (and each PoS') continuous compliance with the terms of the SiS Agreement (in line with this Schedule 7).
 - b. Concession: The Counterparty may agree terms with the Host, based on which the Counterparty may be allowed to occupy and operate the Brand Area inside the Host Store and by means of the Counterparty's own employees to sell Merchandise directly to Consumers via the Counterparty's own tills (with retail receipts issued in the Counterparty's own name), in consideration of a fixed rent, or service charge, or a royalty (typically not exceeding 25% of net receipts) or other equivalent consideration payable to the Host (in which case the Host acts as a host or landlord and not as a seller and therefore is not an Authorised Seller). Notwithstanding that the Host in such case is not an Authorised Seller, the Host Store should still meet the quality characteristics and requirements set out hereunder.
 - c. Hybrid Arrangement: The Counterparty may agree terms with the Host, based on which the Counterparty may be allowed to occupy the Brand Area inside the Host Store and to sell Merchandise indirectly to Consumers via tills belonging to the Host whereby two distinct transactions take place in rapid succession (almost simultaneously) one at wholesale from the Counterparty to the Host and another from the Host to the Consumer (with retail receipts issued in the Host's name, whether or not the tills are operated by employees of the Host or of the Counterparty) and whether or not the consideration is margin (as in a pure Branded Corner arrangement) or rent or royalty or equivalent (as in the Concession arrangement) or a combination. A Hybrid arrangement like this, where the actual sale to Consumer is by the Host, will be treated as a Branded Corner arrangement, in which case the Host is an Authorised Seller and must meet the requirements set out hereunder.
2. PURCHASE & SALE OF MERCHANDISE – BRANDED CORNER
 - a. The SiS Agreement must provide that the Host will only source Merchandise from Authorised Suppliers.
 - b. The Host shall only sell Merchandise: (i) in such SiS (listed in a schedule to the SiS Agreement) and individually and specifically approved by the Counterparty in writing as meeting the Selective Criteria; and/or (ii) via such approved website that meets the respective Selective Criteria, in either case subject to the Bulk Policy (also to be set out in a schedule to the SiS Agreement) only to Consumers for private consumption (not for commercial resale) or to other Authorised Purchasers. The Host will notify the Counterparty if it has reasons to believe that a person posing as a Consumer and seeking to purchase quantities in excess of the Bulk Policy may in fact intend to obtain Merchandise for purpose of its further commercialisation outside the Selective Network.
 - c. Breach of sections 2.a and 2.b of this Schedule 7 (as reflected in the SiS Agreement), with respect to even a single PoS, should be defined as a material breach (albeit curable) entitling the Counterparty to terminate the SiS Agreement, or to suspend it and remove Host's approval status as Authorised Seller, until the breach is cured.
 - d. The SiS Agreement must also clarify that any recommended retail prices (as from time to time communicated by the Counterparty or Company) will in no way be binding upon the Host, and the Host will be free to determine its own selling price for the Merchandise in accordance with the applicable laws and regulations and without prejudice to the Counterparty's right to impose a maximum price, where it is legally permissible to do so.
3. ADVERTISING & PRESENTATION OF SIS
 - a. The SiS Agreement must state that national or regional Branded advertising of Merchandise will be at Counterparty's discretion. Local (PoS-specific) or online Branded advertising will be subject to the Counterparty's prior approval (which approval will be limited to the Brand use only). The SiS Agreement should further specify which party thereto should bear the cost for such Branded advertising. Advertising of the Host's business will be at Host's cost and (if without mention of the Brand) at Host's absolute discretion.
 - b. The SiS will be located in an appropriate location within the Host Store (and Merchandise will always be displayed on shelves or cases which are clean and presented) in a manner corresponding to the allure and reputation of the Brand and Branding must be clearly presented and in line with the overall Brand look and feel.
 - c. Brand Area must have a clearly defined boundary which separates from other brands.
 - d. The Brand logo must be displayed correctly and in the right typeface.
 - e. Product shots and other visuals must be standard Company-approved – taken from the asset library (as made available to the Counterparty under the Agreement).

- f. The Host will refrain from carrying out any advertising that is likely, due to its degrading or vulgar presentation, to harm the image, reputé, or allure of the Brand and/or the Merchandise.

4. OBLIGATIONS OF THE COUNTERPARTY

- a. The Counterparty will be under an obligation to supply Merchandise to the Host (Branded Corner) or to directly operate the Brand Area (Concession) in line with further detailed terms of sale or concession terms, respectively, as may be set out in the SiS Agreement.
- b. The Counterparty shall be obliged to give three (3) months' written notice to a Host operating Branded Corner(s) of any change in the Selective Criteria or in the Merchandise price list.
- c. The Counterparty may from time to time provide the Host with marketing PoS material (brochures, testers, window displays, etc.), tailored for the needs of each PoS, subject to section 5.c below, as well as training or other support it deems appropriate.

5. OBLIGATIONS OF THE HOST FOR A BRANDED CORNER: The SiS Agreement will provided that:

- a. The Host will sell the Merchandise only in its original packaging, which has not been altered or defaced and will not sell Merchandise by weight, or volume unless approved by the Counterparty.
- b. The Host will not repackage Merchandise for sampling or other purposes and will not alter or deface any information present on the packaging, and will not sell or display Merchandise which has become damaged or has deteriorated.
- c. The Host will agree to make best efforts to participate in promotional activities recommended by Counterparty (including implementing Counterparty's prescribed customer loyalty scheme) and will use any marketing materials it receives from the Counterparty pursuant to section 4.c above, according to the Counterparty's instructions and such materials will at all times remain the physical and intellectual property of the Counterparty (or, as the case may be, the Company), whereby the Host only has the right to use such materials during the term of the SiS Agreement, in connection with the sale of the Merchandise in each PoS, and not for any other purpose. Where the costs of such materials exceed 5% of the total wholesale annual value of purchases from Counterparty actually achieved by the Host, the Counterparty may ask the Host to pay for the excess and the Host will agree, if so asked, to pay for such excess. The Host will promptly cease using these materials and will return them to the Counterparty on request, or without request upon termination of the SiS Agreement, and will not destroy (or part with possession of) any such materials without the Counterparty's prior written authorisation.
- d. The Host will stock the SiS with a minimum (prescribed or approved by Counterparty) representative selection (assortment) of product lines or ranges of Merchandise, and will participate in new product launches by the Counterparty.
- e. The Host will ensure Merchandise is stored in appropriate conditions (dry and sheltered from extreme heat or extreme cold or excessive sunlight) as required or recommended by the Counterparty.
- f. The Host will notify the Counterparty of any notable loss of Merchandise due to theft or other reason.
- g. The Host will keep for a period of at least three (3) years full and comprehensive records of all transactions involving Merchandise (including but not limited to, copies of invoices and delivery receipts), and shall allow the Counterparty access to its premises so as to inspect the same.

6. GENERAL OBLIGATIONS OF THE HOST

- a. The Host shall permit the Counterparty and its duly authorized representatives from time to time, to enter the PoS to inspect and observe Host's compliance with its obligations under the SiS Agreement.
- b. The Host will comply with all Applicable Laws, including on distance selling, e-commerce, product liability, misleading and comparative advertising, unfair competition, data protection, sales promotions and intellectual property rights.
- c. The Host will at its own cost obtain, maintain and renew, and at all times keep in full force and effect, insurance policies providing effective insurance coverage in respect of Host's liability towards Consumers, its employees, or towards the Counterparty under the terms of this Guidance.

7. INTELLECTUAL PROPERTY: The SiS Agreement must state:

- a. That the Host does not have any proprietary rights in the Brand and is only authorized to use the Brand for the purpose of reselling the Merchandise and operating the PoS in accordance with the SiS Agreement and all goodwill associated with such rights or such use will inure to the benefit of Company.
- b. The Host must undertake not to cause, permit or authorize any act whatsoever likely to reduce the value or reputation of the Brand or impair, directly or indirectly, the Brand or the Counterparty's rights in the Brand.
- c. The Host must undertake not to sell or offer for sale any product whose brand, brand name or packaging is confusingly similar to the Brand or the Merchandise.
- d. The Host must be obliged to promptly notify the Counterparty in writing of any actual or suspected infringement of any intellectual property rights (including counterfeiting) in the Merchandise and/or the Brand which comes to the Host's

notice. The Counterparty may then take the measures it considers necessary concerning such actual or suspected infringement (in line with its own obligations to Company under its separate Franchise Agreement).

- e. That if the Counterparty decided, to take legal action with regard to such counterfeiting, the Host acknowledges that (i) the Counterparty shall solely be responsible for conducting such proceedings, (ii) the Host shall not acknowledge any liability nor agree to any arrangement or settlement to end such proceedings (iii) the Host shall provide the Counterparty with all the information and assistance that the Counterparty may reasonably request.

8. TERM AND TERMINATION OF SIS AGREEMENT

- a. Term & Termination: The SiS Agreement may be for a fixed term (not exceeding 1 year) or for an indefinite term subject to either party's right to terminate for Cause with immediate effect or without Cause (for convenience) upon three months' notice to the other effective after a specified initial term (also not exceeding 1 year).
- b. Effects of Termination: upon termination of the SiS Agreement for whatever reason, the Host will stop presenting itself as an Authorised Seller of Merchandise and will have three (3) months to sell through any remaining stock in its possession (or destroy at its cost or return to the Counterparty such stock, in event of Branded Corner) and will thereafter destroy or return (at its cost) any Branded marketing materials to the Counterparty.

9. Advocacy Services

- a. the provision of Advocacy Services in any SiS is subject to the Company's prior approval and subject to clause 22.2.
- b. the Counterparty may engage (or procure the engagement of) individuals to act as BAs, on fair and reasonable terms (whether as employees, agents, or independent contractors, or equivalent), provided such BAs meet the requirements of (and are acceptable to) Company, whereupon Counterparty will ensure such engagement of BAs is compliant with Applicable Laws and best practice.
- c. BAs' primary purpose shall be to provide Advocacy Services, including to present, promote and facilitate the sale of Merchandise at the SiS, and, to carry out said engagement in a manner that reflects the standards, and in keeping with the reputation of the Brand and in accordance with the System.
- d. In engaging BAs, the Counterparty will make explicit (or will procure that it is made explicit) that the BAs are engaged by the Counterparty (or such relevant intermediary that has engaged the BAs, such as the host or other agency) and that they are not engaged by Company, and will remind the BAs that they are not authorized to execute any contract (or to act) on behalf of (or to represent) the Company in any way whatever.
- e. Counterparty will ensure BAs are promptly and fully remunerated with the agreed Advocacy Services Fee in strict compliance with the terms of their engagement, and (if the BAs have been engaged by an intermediary at Counterparty's request) the Counterparty will procure that such intermediary promptly and fully remunerates the BAs.
- f. Counterparty will ensure BAs receive appropriate level of training (including refresher training from time to time) to ensure they are knowledgeable and enthusiastic about the Brand and the Merchandise.

10. COMMERCIAL AND FURTHER TERMS

- a. The SiS Agreement may also address the following (as applicable, depending on whether it is a Branded Corner or Concession arrangement):
 - i. Wholesale Prices of Merchandise / Currency
 - ii. Place of Delivery
 - iii. INCOTERM, where applicable
 - iv. Minimum Order Quantity
 - v. Payment Terms
 - vi. Credit Limits
 - vii. Rebates or other Incentives

Schedule 8 DIRECT SELLING

1. For the avoidance of doubt the Grant does not include any right to operate Direct Selling. The Company may at its discretion separately grant rights to Counterparty to operate Direct Selling, Subject to Contract and pursuant to the remainder provisions of this Schedule 8. It will be a condition precedent for the separate Grant of rights for Direct Selling, that Company should give its prior approval to a related business case submitted to it by Counterparty (in short "**Business Case**"), whereupon the Parties will sign a separate Addendum.
2. The Counterparty's failure to launch Direct Selling within six (6) months following receipt of Company's explicit approval of the Business Case, will result in the automatic termination of the said Grant and corresponding Addendum.
3. The Business Case must contain full details about the proposed legal, operational and technical parameters pertaining to the running of Direct Selling, including the Engagement Terms and respective legal advice mentioned below, any manual, the benefits, remuneration and incentives, the payments processing system, the fulfilment arrangements, as well as arrangements pertaining to Social Selling, setting out the proposed social media and methodology, etc.
4. Counterparty will prepare a draft contract pertaining to the engagement of Direct Sellers, clearly setting out the terms of their engagement (in short "**Engagement Terms**").
5. Counterparty will ensure that the Engagement Terms:
 - a. are fully compliant with Applicable Law and are fair and reasonable.
 - b. clearly and unambiguously set out the nature of the relationship between Counterparty and Direct Seller (whether that of an independent contractor, an employee or commercial agent).
 - c. clearly set out (either directly, or by reference to a corresponding manual) the benefits and remuneration or incentives available to Direct Seller.
 - d. set out if and on what terms the Direct Seller is allowed to operate Social Selling, ensuring in such case the Direct Seller is required to comply with the Company's Social Media Policy.
 - e. set out the term and termination conditions, the applicable law and jurisdiction and other key parameters reasonably expected to be included in such contract.
6. Counterparty will ensure that nothing in the Engagement Terms, or any corresponding manual, or anything in its practices, may give rise to the existence (or allegation of the existence) of an unlawful pyramid scheme, and Counterparty will ensure it has sought reliable and independent legal advice in advance of launching Direct Selling, which confirms that the proposed system is compliant with this Schedule 8 and in particular sections 5.a and 6 hereof, and will on request provide a copy of such legal advice to Company.
7. Counterparty will ensure that Direct Sellers are properly trained in line with (and by analogues application of) clause 9.4 of the Agreement.
8. Counterparty will be solely accountable to Direct Sellers for its obligations towards them under the Engagement Terms and will fully indemnify Company against any claim or inference alleging that there is any contractual relationship (direct or indirect) between Company and Direct Sellers (whether that of employment, or agency or otherwise).

Schedule 9 PERSONAL DATA

1. Definitions. Unless otherwise defined in the Agreement, all capitalised terms used in this Schedule will have the meanings given to them below:

Data Breach: means an actual or suspected breach of security (including a breach of the TBS IT Security Policy) leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Data Processor or one of its subcontractors, under the terms of this Agreement;

Data Controller: has the meaning set out in the applicable Data Protection Laws;

Data Processor: has the meaning set out in the applicable Data Protection Laws;

Data Protection Laws: means the Data Protection Act 2018 or the Regulation (depending on which is applicable at the relevant time) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to Data Controller and/or the Data Processor;

Data Subject: has the meaning given to it in the Data Protection Laws;

EEA: means the European Economic Area;

Personal Data: has the meaning given to it in the Data Protection Laws;

Processing: has the meaning given to it in the Data Protection Laws and “process”, “processes” and “processed” will be interpreted accordingly;

Regulation: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

Special Categories of Data: has the meaning given to it in the Data Protection Laws;

TBS IT Security Policy: means the Natura &Co Cyber Security Addendum (version 16.03.2023 or later) available at: https://www.thebodyshop.com/legal/163_nco_cyber_sec.pdf;

2. SCOPE: This Schedule forms an integral part of the Agreement, whereby unless otherwise explicitly agreed between the Parties (either in section 14 of Schedule 14 or separately, e.g. in an Addendum) the relationship of the Parties vis-à-vis the Processing of Personal Data is that of **independent Controllers**, whereupon section 17.b of this Schedule 9 applies, provided that:
 - a. if the Parties explicitly agree that one Party will act as Data Processor on behalf of the other (being the Data Controller), then sections 3 to 16 hereof will apply; or
 - b. if the Parties explicitly agree that they should act as joint Data Controllers, then section 17.a of this Schedule 9 will apply.
3. SOLE DETERMINATION: The Data Controller shall be solely responsible for determining the purposes for which and the manner in which Personal Data under its control are, or are to be, processed and all other details stipulated in section 14 of Schedule 14.
4. PURPOSE AND INSTRUCTIONS. Data Processor will process Personal Data only in accordance with this Schedule, the Agreement and Data Controller’s other written instructions, including with regard to retention or deletion of Personal Data, and transfers of Personal Data to a third country or an international organisation, unless required to do so by applicable Data Protection Laws to which the Data Processor is subject (in which case, the Data Processor shall inform Data Controller of that legal requirement before processing, unless that law prohibits such information on public interest grounds). Data Processor shall not use any Personal Data for its own purposes, and shall only process Personal Data to the extent reasonably necessary for the performance of the Agreement.
5. DATA PROCESSOR PERSONNEL. Data Processor will restrict access to Personal Data to its employees, subcontractors, and agents (“Personnel”) who need to access the Personal Data to provide the Services to Data Controller. Data Processor will ensure that any Personnel who process Personal Data, at all times (during and following the termination or expiry of the Agreement): (i) are bound by appropriate written contractual confidentiality, data protection, and data security obligations, which are at least as restrictive as this Schedule; (ii) will only process Personal Data on Data Controller’s written instructions, unless required to do otherwise by law; and (iii) comply with this Schedule and with all applicable Data Protection Laws.
6. SECURITY. Data Processor will, at its own cost, implement and maintain appropriate technical and organisational measures to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or processing. Data Processor will comply with the TBS IT Security Policy and additional measures as set out in the Agreement and this Schedule.
7. DISCLOSURE. Data Processor will not disclose Personal Data to any Data Subject, government, authority or other third party (including any company which is a member of the Data Processor’s group or affiliate of the Data Processor) except as necessary for the performance of the Services, to comply with applicable law or with Data Controller’s prior written consent. To the extent

permitted by law, Data Processor will immediately (and in any event within 48 hours) notify Data Controller if Data Processor receives any request to disclose Personal Data. Wherever possible, the notice will (a) attach a copy of the request, and (b) if not covered by (a), specify (i) the identity of the requester, (ii) the scope and purposes of the request and (iii) the date of the request and any deadline for a response. Data Processor shall permit Data Controller to handle such requests. If Data Controller elects not to handle such request, Data Processor shall comply with such request. In all cases, Data Processor shall provide Data Controller a copy of all Personal Data which is disclosed.

8. ASSISTANCE. Data Processor will provide any cooperation or assistance requested by Data Controller in connection with steps that Data Controller takes to comply with the Data Protection Laws insofar as they relate to the Services. This includes (without limitation) assisting Data Controller with: (i) responding to requests from individuals or authorities, (ii) managing and responding to Data Breaches; (iii) notifying Data Breaches to affected individuals or authorities; (iv) carrying out data protection impact assessments; (v) prior consultations with the authorities; (v) managing and responding to requests or complaints from Data Subjects; and (vi) ensuring compliance with Articles 32 and 36 of the Regulation. All such assistance shall be provided within reasonable time frames and at no additional charge.
9. INFORMATION AND AUDIT. Data Processor will make available to Data Controller all information requested by Data Controller to demonstrate Data Processor's compliance with the obligations set out in this Schedule. At any time Data Processor will allow for and contribute to audits, including on-site inspections of Data Processor's business premises or processing facilities, conducted by Data Controller or an auditor of Data Controller's choice to assess Data Processor's compliance with the obligations set out in this Schedule. In the event an audit/inspection reveals a breach by the Data Processor to the terms of the Agreement or Schedule, the Data Processor shall (i) undertake, at its own cost, the necessary corrective measures adopted by a mutual agreement with Data Controller at a schedule agreed between the Parties and failing agreement, within a maximum of thirty (30) days of notification by Data Controller and (ii) reimburse Data Controller the cost of the audit that revealed the violation of the Agreement or this Schedule (where such cost was originally borne by Data Controller).
10. DELETION / RETURN. Except as provided otherwise by law, or determined in clause 6.16 for the purposes of continuity of the Business, upon termination of the Agreement or otherwise on Data Controller's written instructions, Data Processor will (at Data Controller's option) immediately delete or return all Personal Data processed by Data Processor on Data Controller's behalf in connection with the Agreement.
11. TRANSFERS. Data Processor shall not, and shall procure that its subcontractors shall not, transfer or process, including remote access, any Personal Data outside the EEA+ without the prior written permission and instruction of Data Controller. Where Data Processor or Data Processor's subcontractors transfer Personal Data outside the EEA+ with Data Controller written permission Data Processor shall ensure that such transfer complies with Data Protection Laws and on the basis of appropriate safeguards.
12. DATA BREACHES. Data Processor will notify Data Controller in writing of any Data Breach within twenty four (24) hours upon becoming aware of it and in any event without undue delay.
 - a. Such notice will to the extent possible at the time:
 - i. describe the nature of the Data Breach (including the categories and number of individuals concerned and the categories and number of records involved);
 - ii. describe the likely consequences of the Data Breach;
 - iii. describe any steps Data Processor has taken or proposes to take to address and/or mitigate the Data Breach; and
 - iv. specify a point of contact at Data Processor whom Data Controller can contact about the Data Breach.
 - b. Data Processor must ensure that descriptions in the notice are detailed enough to allow Data Controller to understand the impact of the Data Breach and to comply with its notification requirements under Data Protection Laws. If it is not possible for Data Processor to provide any of the information required by this Section at the time of the notice, Data Processor will provide such information to Data Controller as soon as possible thereafter. Data Processor will take all reasonable steps to mitigate the effects and to minimise any damage resulting from the Data Breach. Data Processor will cooperate with Data Controller in respect of any investigation, remedial or corrective measures, investigations or enquiries made by any regulator, or any other action Data Controller requires to be taken by Data Processor in relation to the Data Breach.
13. RECORDS. Data Processor will maintain an accurate, up-to-date written log of all processing of Personal Data performed on Data Controller's behalf. The written log shall include all the information required for compliance with Data Protection Laws, including the following information: (i) the categories of recipients to whom the Personal Data have been or will be disclosed; (ii) to the extent that Personal Data is transferred to a third party outside the EEA+, a list of such transfers (including the name of the relevant non-EEA+ country and organisation), and documentation of the suitable safeguards in place for such transfers; and (iii) a general description of the technical and organisational security measures referred to in this Schedule. Data Processor will provide Data Controller a copy of such log upon Data Controller's request.
14. SUBCONTRACTOR. Data Processor will obtain Data Controller's prior specific written consent before engaging a subcontractor to process Personal Data on Data Controller's behalf. Data Processor will ensure that any such subcontractor is bound by the same data protection obligations as set out in this Schedule. Data Processor shall remain responsible and liable for the acts and omissions of any subcontractors it engages in connection with the provision of the Services.

15. DATA MINIMISATION. The Data Processor shall ensure that the Services are designed and incorporate appropriate technical and organisational measures to ensure that, by default, only Personal Data which are necessary for the specific purpose of processing are processed, including without limitation in relation to the amount of Personal Data collected, the extent of Processing, the period of storage and the accessibility of such Personal Data.
16. INDEMNIFICATION. Data Processor shall indemnify and hold Data Controller, Data Controller's parent company and Data Controller affiliates, and their officers, directors and employees harmless from and against any and all Losses, arising out of or in connection with a Claim (including from Data Subjects, data protection authorities or other regulatory bodies), which if true, (i) constitutes a violation of Data Protection Laws and (ii) such violation is caused, directly or indirectly, by Data Processor or results from the use of the Services by Data Controller under the conditions set forth in the Agreement or this Schedule.
17. CONTROLLER TO CONTROLLER.
 - a. Dual Joint Control: Where the Company and the Counterparty process the Personal Data jointly with each other, each acting in the capacity of Data Controller, in such eventuality each party will be jointly responsible with the other for complying with Data Protection Laws and will provide to the other full cooperation (with analogous application of sections 8 to 9 and 11 to 15 of this Schedule 9), having regard to the rights of Data Subjects. Each party will, in such case indemnify the other in line with the provisions of section 16 of this Schedule 9, with analogous application thereof.
 - b. Dual Independent Control: Where the Company and the Counterparty process the Personal Data in parallel but independently of each other, each acting in the capacity of Data Controller, in such eventuality each party will be separately responsible for complying with Data Protection Laws and will provide to the other reasonable cooperation, in so far as such cooperation is indispensable to the protection or safeguarding of the rights of Data Subjects. For the avoidance of doubt, (a) each Party will ensure that its respective Privacy Notice will comply with requirements of Data Protection Laws, and (b) the provisions of section 16 of this Schedule 9 will not apply in such eventuality.
 - c. GENERAL OBLIGATIONS: In the event of Dual Control (whether joint or independent) the Data Controller will ensure that any processing of Personal Data that takes place under its control will be carried out:
 - i. in compliance with Data Protection Laws;
 - ii. with appropriate requirements imposed on any Data Processor that may be engaged for such purpose, equivalent to the requirements set out in this Schedule 9;
 - iii. in line with the security requirements set out in the TBS Security Policy.

Schedule 10 LEASE ANNEXURE

With reference to section 4.a of Schedule 3 the Counterparty will provide Company with the following information for each Branded Store:

SAP Store #	Type (COCO / COFO / FOFO)	Store (City)	ADDRESS						Landlord	Landlord Address	Tenant	Sub-Tenant	Maximum Duration of Lease	Current Term of Lease	Lease Contract		Renewal Conditions / Terms of Resubmiss	Date notice can first be served
			NR	Street 1	Street 2	City	Post Code	Country							Start	End		
															[Renewal]	[Renewal]		

Schedule 11 ADDENDUM TEMPLATE

This Addendum is made on the Addendum Effective Date, between

1. THE BODY SHOP INTERNATIONAL LIMITED (d/b/a THE BODY SHOP) a company incorporated in England and Wales with registered address at Watersmead, Littlehampton, West Sussex, BN17 6LS and company number 1284170 (“**Company**”) of the one part; and
2. THE BODY SHOP CANADA LIMITED incorporated and registered in Canada with company number 417311-2 whose registered office is at 155 Wellington Street West, Toronto, Ontario, M5V 3J7 (“**Counterparty**”) of the other part;

Whereas

- A. The parties have signed a Selective Master Distribution & Franchise Agreement dated [] (the “Agreement”).
- B. The parties wish to supplement or amend the terms of the Agreement.

It is hereby agreed as follows:

1. TERM: This Addendum comes into effect on the date it is signed by all parties, or if signed on different dates on the date the last signatory signs (“Addendum Effective Date”) and will remain in force until []
3. []
4. This Addendum forms an integral part of the Agreement. In the event of conflict or inconsistency between the terms of this Addendum or the Agreement, this Addendum will prevail.

In witness whereof the parties hereunto have caused this Addendum to be executed by duly authorised representatives on the day and year first above written.

Signed for and on behalf of
THE BODY SHOP INTERNATIONAL LIMITED (“Company”)

X _____

X _____

name in capitals

name in capitals

Director

Director / Secretary [delete as applicable]

title

title

date

date

Signed for and on behalf of
THE BODY SHOP CANADA LIMITED (“Counterparty”)

X _____

X _____

name in capitals

name in capitals

title

title

date

date

Schedule 12 BULK POLICY

Purpose

Company's retail sales policy in all markets and through all channels worldwide, as regards sales to Consumers, is to sell only to genuine Consumers. All markets, Branded Stores, outlets, shop-in-shop locations, Websites or Platforms (in short "Points of Sale", whether online or bricks and mortar) must be vigilant to identify attempts by unauthorised third party traders, posing as Consumers, to purchase The Body Shop Merchandise in bulk for commercial re-sale through unauthorised channels.

The Company has a range of measures in place to combat such unauthorised diversion of its Merchandise.

Policy

It is mandatory that all Points of Sale apply the following hard blocks for sales to Consumers:

1. Line item quantity = 10 items per Article Number
2. Order quantity = Max 50 Article Number items per transaction
3. Basket total = £500 or currency equivalent per week per purchaser or per debit or credit card

Monitoring

Activity will be monitored against these limits including velocity checks.

The policy may be adjusted as required over time.

Schedule 13 GLOSSARY

“Actively”	actively targeting customers by visits, letters, emails, calls or other means of direct communication or through targeted advertising and promotion, offline or online, for instance by means of print or digital media, including online media, price comparison services or advertising on search engines targeting customers in particular territories or customer groups, operating a website with a top-level domain corresponding to particular territories, or offering on a website languages that are commonly used in particular territories, where such languages are different from the ones commonly used in the buyer’s place of establishment, or as this meaning is from time to time amended by subsequent versions of Applicable Law;
“Addendum Term”	the period of validity of a separately agreed and executed Addendum, according to its terms;
“Addendum”	a separately agreed and signed (by authorised signatories of the Parties) contractual document that is made with reference to this Agreement, and which, unless otherwise specified uses the concepts and defined terms set out in this Agreement, which supplements or amends the terms of this Agreement, or separately sets out relevant terms or particulars for further PoS or Channels, and which may form an integral part of this Agreement, if this is explicitly stated under its terms, or otherwise be a stand-alone (un-linked) contractual instrument, and which has its own Commencement Date and separate Term. A skeleton form Addendum (with an indicative structure) is included for convenience in Schedule 11;
“Advocacy Services Fee”	the fee payable by Counterparty to BA’s in consideration of the Advocacy Services, whether this is paid directly to the BAs (if engaged by Counterparty) or paid to the intermediary (Host or other agency) that engages the BAs (if they are not directly engaged by Counterparty);
“Advocacy Services”	the promotional or sales activities (including presentation, demonstration, advocacy, processing of orders, etc.) carried out by BAs engaged for this purpose in a SiS, aimed at maximising the sales of Merchandise to Consumers, or enhancing the appeal or raising the profile of the Brand;
“Agreement”	this Distribution & Franchise Agreement with all its Schedules and any documents or policies incorporated herein by reference, including the Manual as well as any other documents signed on its side and with reference to it (side letters, Addenda, etc.) which explicitly state that they form part of this Agreement;
“Annual Forecast Turnover”	the Gross Turnover that is forecast to be achieved by the Business for each relevant Operative Period as set out in the Business Development Plan;
“Anti-Corruption Laws”	any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, Brazil Federal Law No. 12,846/2013 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
“Applicable Laws”	any acts, laws, rules, regulations, statutes, ordinances, binding decisions, or equivalent, of any country, as from time to time amended, that may have application on any aspect of the Agreement, having regard to the place of establishment of the Parties, the choice of governing law and jurisdiction, under clause 19, the Delivery location or any other relevant factor creating nexus to such country;
“Authorised Purchaser”	a purchaser to whom Counterparty is permitted to sell the Merchandise or the Services pursuant to the terms of this Agreement, from the approved PoS, who may be only (i) a Consumer resident in the Territory (if the Territory is wholly outside the EEA+) or in the EEA+ (if Territory is in whole or in part inside the EEA+); and/or (ii) an Authorised Seller (if Schedule 1 is applicable);
“Authorised Seller Statement”	a statement, in the form set out in section 8.a of Schedule 14 by Counterparty to the public stating that Counterparty is an Authorised Seller;
“Authorised Seller”	a person or entity that is authorised and permitted by Company to sell in the course of business the Merchandise or the Services through approved PoS in the Territory (if the Territory is wholly outside the EEA+) or in the EEA+ (if Territory is in whole or in part inside the EEA+), who are selected at Company’s discretion which, where Schedule 1 is applicable, may be according to the Selective Criteria. For the avoidance of doubt: (i) the Counterparty; (ii) a Sub-Licensee established in the Territory, if applicable; (iii) other distributors, retailers, franchisees or sub-franchisees separately licensed by Company or with Company’s permission (if applicable) that are established and/or resident in the Territory (if the Territory is wholly outside the EEA+) or in the EEA+ (if Territory is in whole or in part inside the EEA+) are Authorised

	Sellers; For the avoidance of doubt, Authorised Sellers are not normally permitted to manufacture Merchandise or Equipment;
“Authorised Supplier”	a supplier from whom Counterparty is permitted to source Merchandise or Equipment, who may be only (i) the Company; (ii) a supplier that has been explicitly and specifically authorised in writing by the Company to supply Merchandise or Equipment to Counterparty, who has not thereafter been disapproved; and (iii) where Schedule 1 is applicable, any Authorised Seller established in the Territory (if the Territory is wholly outside the EEA+) or in the EEA+ (if Territory is in whole or in part inside the EEA+);
“B Corporation Principles”	<p>the belief that business must be conducted by companies that are purpose-driven, which through their business and operations, have a material positive impact on (i) society and (ii) the environment, taken as a whole, as well as (iii) promoting the success of the company for the benefit of its members. B Corporations believe:</p> <ul style="list-style-type: none"> • That we must be the change we seek in the world; • That all business ought to be conducted as if people and place mattered; • That, through their products, practices, and profits, businesses should aspire to do no harm and benefit all; • To do so requires that we act with the understanding that we are each dependent upon another and thus responsible for each other and future generations;
“Beauty Advisors” or “BAs”	competent and engaging sales staff employed in the SiS, who may be employed by the Host or by the Counterparty (or by an intermediary agency engaged either by the Host or the Counterparty) who may be either solely dedicated to the sale and promotion of Merchandise, or be a shared resource (promoting also other products within the Host Store) as separately agreed;
“Brand Area”	a specified area dedicated solely to the sale of Merchandise under the Brand, located inside a Host Store (or inside a Platform) where the SiS operates.
“Brand”	the word mark set out in section 3 of Schedule 14, including any logos or variations thereof in shape, colour, size or otherwise, whether registered (in any class, country or registration system) or unregistered. “Branded” will be construed accordingly;
“Branded Corner”	a type of SiS as may from time to time be approved by the Company (pursuant to Schedule 7 and, where Schedule 1 is applicable, in line with the Selective Criteria) where it is expressly agreed (under a separate SiS Agreement between Counterparty and the Host) that: (i) the Counterparty supplies Merchandise to the Host at wholesale; (ii) the Host is allowed to use the Brand Area and operate the SiS for the purpose of selling Merchandise at retail to Consumer solely within the Brand Area; and (iii) the sale of the Merchandise to the Consumer is concluded by the Host (in its own name, which name appears on the retail receipt) whereby the Host is the owner of such Merchandise at the time of its sale to the Consumer;
“Branded PoS”	mono-Branded PoS trading under the Brand, such as Branded Stores or Website, whereby the Brand (rather than Counterparty’s or the Host’s own tradename) is prominently placed in the front of the relevant PoS (Branded Store, or Website) such that, save only for the Franchise Statement, such PoS is, in the eyes of a Consumer, indistinguishable to an equivalent Company owned or operated PoS;
“Branded Stores”	mono-Branded physical (“bricks and mortar”) retail store locations (PoS) that are listed in section 10.a of Schedule 14 or from time to time expressly approved by Company in writing, in Company’s sole discretion and operated by reference to the System solely under the Brand and being solely dedicated to the sale of Merchandise or the provision of Services, to the exclusion of other brands or other products (that are not marketed under the Brand or are not approved by the Company) and which typically each have their own distinct postal address, whether in the high street or in shopping malls;
“Bulk Policy”	the policy set out in Schedule 12;
“Business Development Plan”	a plan for the development of the Business, which will include a profit and loss account, cash flow projections, Annual Forecast Turnover, an advertising and promotional strategy (including a budget) in a form prescribed by the Company, typically broken down by PoS, and including such other matters as the Company may request. The plan shall also identify new and potential opportunities to promote and expand the Business within the Territory (including, but not limited to, identifying new PoS locations, or for pursuing further opportunities;
“Business”	the business of the Counterparty dedicated to the sale of Merchandise and the provision of Services to Authorised Purchasers through approved PoS in accordance with the System and using the Company IP, which may include a Franchise Business (where Branded PoS are in scope);

“Campaigns”	publicity campaigns involving Counterparty’s staff, aiming to implement the Company’s social and environmental agenda and promote the Company’s Values;
“Cause”	any of the following: (i) a Repudiatory Breach; and/or (ii) a failure to remedy a Curable Breach within thirty (30) days of being asked by the other Party in writing to do so; and/or (iii) a Repeat Breach; and/or (iv) Counterparty’s Change of Control without the Company’s prior approval in writing, subject to sections 8 and 9 of Schedule 2 (where applicable); and/or (v) an Insolvency Event; and/or (vi) a Force Majeure that continues for more than ninety (90) days; (vii) a Party’s involvement in a scandal or controversy that may damage the reputation of the other, or the other’s Affiliates; (viii) the Parties’ failure to agree (despite having negotiated reasonably and in good faith to do so) the Performance Objectives for any period within three (3) months; (IX) the death or permanent incapacity of the Counterparty (if a natural person) or the person with Control in the Counterparty (if Counterparty is a corporation or partnership), subject to section 9 of Schedule 2, where applicable;
“Change of Control”	any act or omission, whether explicit or otherwise, and whether by operation of the law, contract or unilateral action or omission and whether or not by means of sale, transfer, divestment, pledging, inheritance, or otherwise, by which Control passes from one individual (or group of individuals) to another.
“Channels”	refers to existing or future distribution channels for the sale of Merchandise or the provision of Services, with reference to a distinct method for reaching Consumers, but without regard to any special characteristics of any particular customer group (for instance Branded Stores, SiS-Branded Corner, SiS-Concession, E-Commerce, Websites, Platforms Wholesale, Platforms Retail, catalogues Sales, Direct & Social Selling, Hospitality, Travel Retail, etc. each is a distinct Channel, via which Merchandise and/or Services may be made available to indistinguishable groups of Consumers);
“Claim”	any claim, lawsuit, demand, proceeding, action or complaint of any nature or kind;
“CoC”	the Company’s Code of Conduct for resellers, available at https://www.thebodyshop.com/legal/149_nco_reseller_coc.pdf or from time to time communicated by Company;
“Commencement Date”	the date stated in section 7 of Schedule 14, on which the Parties have agreed that the Grant hereunder will commence, whereby this Agreement becomes operational;
“Company IP”	the Brand and any patents, trade names, trademarks, service marks, logos, designs, symbols, emblems, insignia, slogans, get-up, trade dress, copyrights, know-how, formulae, information, drawings, plans and other identifying materials, whether or not registered or capable of registration, and all other intellectual property rights whatsoever owned by or available to the Company, adopted or designated now or at any time hereafter by the Company for use in connection with the System;
“Concession”	a type of SiS as may from time to time be approved by the Company (pursuant to Schedule 7 and, where Schedule 1 is applicable, in line with the Selective Criteria) where it is expressly agreed (under a separate SiS Agreement between Counterparty and the Host) that: (i) the Counterparty is allowed to use the Brand Area and operate the Business in the SiS; and (ii) the sale of the Merchandise to the Consumer is concluded by the Counterparty (in its own name, which name appears on the retail receipt) whereby the Counterparty is the owner of such Merchandise at the time of its sale to the Consumer;
“Confidential Information”	all confidential or proprietary information (in whatever form, including written materials, electronic media, visuals or oral communications – including the existence and terms of this Agreement and all confidential or proprietary information relating to the Business or (where applicable) the System, including any instructions or guidelines issued by Company pertaining to marketing, operational or other aspects of the Business, the affairs, customers, clients, suppliers, plans, intentions, or market opportunities of either Party (or of such Party’s Affiliates) and the operations, processes, products and market information, marketing and financial data, know-how, technical information, designs, trade secrets, or software of the disclosing Party (or of such Party’s Affiliates) and any information, findings, data or analysis derived from Confidential Information, which is or has been disclosed directly or indirectly by the disclosing Party to the recipient, which is explicitly intended by the disclosing Party (or by its nature should implicitly be understood by the recipient) to be confidential, and which is governed by this Agreement (or by Applicable Laws).
“Consumer Offer”	the annual programme of weekly activity consisting of in-store and out of store events, planned public relations, training, visual merchandising and communications plus associated materials as provided or made available or approved by the Company;

“Consumer”	an individual or entity presenting themselves as an end consumer requesting to purchase Merchandise or Services from the Business within the limits set by the Bulk Policy for own consumption or gifting (including for consumption free of separate charge by the clients of a business establishment) and not for the express or implied purpose of resale;
“Control”	(in relation to a body corporate or partnership) means the power of a person or persons (when acting together) to secure the manner in which the affairs of such body corporate are conducted, directed or managed, by means of the holding of shares or the possession of voting power thereof;
“Curable Breach”	a breach (other than a Repudiatory Breach and whether Material Breach or otherwise) of any term of this Agreement that may be cured (remedied) within a specified period upon putting the breaching Party on notice;
“Current Term”	the applicable Initial or Renewal Term that is in force in a given time;
“Customer Data”	any Personal Data (as defined in Schedule 9) of Consumers, which may include but is not limited to information such as name, surname, email/postal address, telephone, fax, transactional data, Consumer profile, bank or credit card details;
“Delivery”	the time at which an Authorised Supplier transfers the physical possession (and effective control of) the Merchandise to an Authorised Purchaser, or to an agent thereof, whether delivered to the Authorised Purchaser’s premises or collected from Authorised Supplier’s premises for onward transportation, depending on the delivery time and location and (where applicable) on the INCOTERM agreed between the Authorised Supplier and Authorised Purchaser;
“Direct Seller”	an individual (sometimes referred to as a consultant or representative) engaged by the Counterparty for the purpose of selling Merchandise to Consumers via Direct Selling, and who may be acting as independent contractor, or as agent or as employee of the said operator, as specified in their terms of engagement;
“Direct Selling”	direct selling through face to face interaction in the Consumer’s home or equivalent physical residential or other locations, where private gatherings may take place for the purpose of displaying and selling Merchandise;
“Distribution Chain”	the Company’s distribution chain for Merchandise, including Counterparty (in Tier 1) and any Sub-Licensees thereof, if applicable (who are Downstream of Counterparty);
“Downstream”	(when comparing two different Tiers occupying different levels in the Distribution Chain) describes a Tier that is more remote from Tier Zero, relevant to another Tier that is more proximate (which is, in comparison, Upstream). For instance, Tier 2 is Downstream relevant to Tier 1;
“E-Commerce”	the sale to Consumers at retail of Merchandise and Services, via remote electronic means (primarily via the Website or a Platform);
“Economic Sanctions Law”	any law, regulation or decision enacting Economic Sanctions;
“Economic Sanctions”	any economic sanctions, restrictive measures, export controls, or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government, as set out in Applicable Laws;
“EEA+”	the European Economic Area plus Switzerland and the UK;
“Effective Date”	the date on which this Agreement becomes binding on the Parties, namely the date on which the Agreement is signed by all Parties and if signed on different dates, the date on which the last signatory signs (which should be distinguished from the Commencement Date);
“Equipment”	any equipment, appliances, tools, instruments, furnishings, shopfittings, machinery and/or any other equipment or item specific to the System and utilised in connection with or necessary for or incidental to the purpose of carrying on the Business as specified by the Company, including without limitation, equipment relating to the electronic-point-of-sale or “EPOS” system operated by Company;
“Exclusive”	where the term is used to describe the Grant of rights in the table in section 7 of Schedule 14, or in an Addendum, it means that the Company, save in Exempt Channels, will NOT: (i) itself be Active in the

Territory; and (ii) appoint any other Authorised Seller to operate a PoS in the Territory, subject to any prior contractual rights of such Authorised Sellers in existence before the Effective Date;

“Exempt Channels”	the Channels listed in section 20 of Schedule 14. For the avoidance of doubt, if Counterparty has also been granted rights to operate any PoS in Exempt Channels (as reflected in section 10 of Schedule 14 or in an Addendum) any such Grant (as it relates to Exempt Channels only) is always on a Non-Exclusive basis, notwithstanding anything differently stated in section 7.a of Schedule 14 or elsewhere;
“Exit Fee”	the amount (if any set out in section 7.h.ii of Schedule 14, or separately agreed in an Addendum) payable by a Party terminating this Agreement without Cause, if this right is available under section 7.h of Schedule 14, which, if presented as a percentage, it will, unless otherwise specified, be a percentage of the Gross Turnover in the latest Operative Period, which is exclusive of any and all withholding tax, value added tax, sales tax, goods and services tax or tax of a similar nature payable with respect to such sum within the Territory or any other jurisdiction outside of the Territory;
“First (1 st) Right of Refusal”	where the term is used to describe the provisional grant to Counterparty of certain specified rights set out in an Addendum (other than what is included in the Grant at the time of this Agreement), it means that the Company will invite the Counterparty to submit a competitive proposal before granting any such rights to any third party, and that it will favour the Counterparty’s proposal if in its reasonable discretion the Counterparty’s proposal is no less competitive than the proposal of any competing third party; Unless otherwise specified, rights promised or granted do not include an obligation on Company to not be Active (directly or indirectly through the appointment of other Authorised Sellers) in any Exempt Channels.
“Force Majeure”	any reasonably unforeseeable event or circumstance causing a Party to fail to perform its obligations in part or at all or in a timely fashion, or which is beyond such Party’s reasonable control, which may include without limitation, war, strikes, fuel shortage or unavailability in the marketplace, earthquakes, landslides, tsunamis, exceptional or severe weather conditions or generally natural disasters, governmental action, epidemic or pandemic (or imminent and credible threat thereof), acts of terrorism, malicious attack to IT networks or systems, severe communication problems, work stoppages of government bodies, public agencies, public utilities, stoppage or malfunction of the respective electronic communication systems, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, breakdowns, labour trouble from whatever cause or compliance with any unanticipated order, direction or request from any governmental agency or office;
“Franchise Business”	the Business (or part thereof) associated with the operation by the Counterparty of Branded PoS solely dedicated to the sale of Merchandise, in accordance with the System and using the Company IP;
“Government Official”	includes officers and employees of any national, regional, local, or other government, any private person acting for or on behalf of any such government, officers and employees of companies in which a government owns an interest, candidates for any political office, political parties and their officials, and officers, employees, or representatives of public (quasi-governmental) international organizations;
“Grant Fee”	the amount payable by Counterparty in consideration of the Grant, set out in section 7.b of Schedule 14, which is exclusive of any and all withholding tax, value added tax, sales tax, goods and services tax or tax of a similar nature payable with respect to such sum within the Territory or any other jurisdiction outside of the Territory;
“Grant”	the grant by Company to Counterparty of the right and licence to operate the Business through approved PoS in the Territory, subject to the terms of this Agreement (or an Addendum), including without limitation clause 2.1, section 7 and 20 of Schedule 14 and clause 22.15;
“Gross Turnover”	the gross receivables derived from all Merchandise and Services sold or rendered by the Business (broken down by relevant Channel) during the Operative Period, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Business including but not limited to, any loss of profits insurance claim; provided, however, that Gross Turnover shall not include any value added taxes or other taxes collected from customers by the Counterparty for transmittal to the appropriate taxing authority;
“Hospitality”	sales Channel comprising hotel chains, or other organised hospitality provisions (hostels, motels, restaurants, cafes, etc.) in which Merchandise is retailed (by operators of such venues) to Consumers who happen to be using such hospitality facilities, or made available for use to such Consumers while using such hospitality facilities as part of the experience, in consideration for the access and use thereof;

“Host Store”	the physical retail outlet or physical store (such as a department store, or pharmacy, etc.), inside which a SiS is permitted to operate;
“Host”	the operator of the Host Store or, as the case may be, a Platform, being a third party, other than the Company or the Counterparty;
“Improper Conduct”	to make, offer or promise to make, or transfer anything of value, directly or indirectly, to any Government Official or to any third party for payment to any Government Official to improperly obtain, retain or direct business or secure an improper advantage or take any other action, directly or indirectly, to violate Anti-Corruption Laws prohibiting bribery, extortion, kickbacks, or any other unlawful or unethical business conduct;
“Incoterm”	the agreed Incoterm (as defined in the Incoterms 2020) as set out in section 12 of Schedule 14 or as otherwise agreed from time to time between the Parties;
“Initial Term”	the period from the Commencement Date of the duration set out in section 7.d of Schedule 14;
“Insolvency Event”	any one of the following: <ol style="list-style-type: none"> 1. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, or (being a partnership) has any partner to whom any of the foregoing apply; 2. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; 3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company); 4. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company); 5. the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver; 6. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party; 7. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party’s assets and such attachment or process is not discharged within 14 days; 8. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in above; or 9. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
“Intermediary Agreement”	The agreement referred to in section 1.a of Schedule 4 (and stipulated in section 16.b of Schedule 14);
“Licensed DN”	the domain names, the use of which is licensed by Company to Counterparty (as licensee) pursuant to the terms of this Agreement and listed in section 4 of Schedule 14 (or separately in an Addendum), or otherwise or from time to time licensed under the separate terms of a domain name license agreement between Company (licensor) and Counterparty (licensee);
“Loss(es)”	all losses, liabilities, fines, charges, damages, actions, costs and expenses, professional fees (including legal fees actually incurred) and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

“Manager”	the individual responsible for the management of the Business on a day-to-day basis, approved by Company in line with clause 9.2, who may be the (or a shareholder or partner of the) Counterparty (depending on whether the Counterparty is natural person or a corporation or partnership);
“Manual”	the document or set of documents (whether in print or digital form) comprising the Company’s set of technical, operational, branding, marketing, accounting or other, instructions, requirements or parameters, to which the Business must adhere to, which the Company may from time to time update and communicate to Counterparty;
“Market”	the country, or area, or market, or jurisdiction, in which the Counterparty has its main place of establishment;
“Material Breach”	a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the non-breaching Party would otherwise derive from a substantial portion of this Agreement, including in particular a breach of a Material Term. In deciding whether any breach is material no regard will be had to whether it occurs by some accident, mishap, mistake or misunderstanding;
“Material Term”	a term of this Agreement, on which the Parties place special importance. For the avoidance the doubt the following are Material Terms: clauses 2, 5, 7, 10, 10, 11, 5, 13, 14, 7, 8, 12, 17, 22.8.1, and where applicable, the following schedules: Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 6, Schedule 7, Schedule 8, , Schedule 9, Schedule 12; Schedule 14;
“Merchandise”	any goods relating or incidental to the Business, sourced from Authorised Suppliers, and which (subject to limited exceptions) are manufactured and/or marketed under the Brand;
“Non-Exclusive”	where the term is used to describe the Grant of rights in the table in section 7.a of Schedule 14 or in an Addendum, it means that the Company may freely (a) sell Merchandise or Services in the Territory; and/or (b) appoint any other Authorised Seller to sell Merchandise or Services in the Territory;
“Office Hours”	the period from 9.00 am to 5.00 pm on any Working Day;
“Opening Hours”	the hours during which a PoS is normally open for trade in Territory, subject to Applicable Laws or prevailing custom in Territory;
“Operative Period”	each period of twelve (12) consecutive calendar months commencing from the Commencement Date or such other date as the Company may designate in writing;
“Order”	a purchase order for the purchase of Merchandise placed by Counterparty (or generally by an Authorised Seller) with an Authorised Supplier;
“Owners”	the direct or indirect owners or other financial interest holders of a Party;
“Party”	a party entering into this Agreement, namely Company and Counterparty (and Parties in the plural, when referring to both);
“Performance Objectives”	refers to the development and performance targets agreed upon between the parties in accordance with clause 8;
“Platform Retail”	a Platform which does not itself act as a purchaser or seller of goods or services (and conversely cannot act as Authorised Purchaser or Authorised Seller – this being the distinguishing feature from a Platform Wholesale;
“Platform Wholesale”	a Platform which itself acts as a purchaser or reseller of goods or services (this being the distinguishing feature from a Platform Retail;
“Platform”	a website (other than the Website) which is (i) operated by a third party Host (other than Company or Counterparty); (ii) presented under such Host’s brand (and not under the Brand or Counterparty’s name); and which (iii) functions as a forum (market place) that allows the promotion, advertising and/or sale of varied products of varied brands, either on a multi-brand (mixed) layout or on a per-brand dedicated page (“e-shop in e-shop” environment); (iv) which may be acting either as a Platform Retail or a Platform Wholesale, – whereby the distinguishing feature between the two types is that a Counterparty may sell at retail directly to Consumer <i>via</i> a “Platform Retail”, or at wholesale <i>to</i> a Platform Wholesale, which in turn sells at retail to Consumers);

“Point of Sale” or “PoS”	either a physical (bricks and mortar) retail outlet or store location (Branded Store or a SiS) or an online (e-commerce) store (Website or Platform) where Counterparty may sell Merchandise to Authorised Purchasers, if authorised by the Company in section 10 of Schedule 14 or separately in an Addendum;
“Previous Agreement(s)”	means any Franchise Agreement, or other related agreement(s) previously signed between the Parties, including those set out in section 15 of Schedule 14 (if any);
“Renewal Fee”	the amount prescribed by the Company for the renewal of the Grant which shall not exceed fifty per cent (50%) of the then current initial Grant Fee, which is exclusive of any and all withholding tax, value added tax, sales tax, goods and services tax or tax of a similar nature payable with respect to such sum within the Territory or any other jurisdiction outside of the Territory;
“Renewal Term”	the period set out in section 7.e of Schedule 14, calculated from the day following the expiration of the then Current Term;
“Renewal Window”	the period during which Counterparty must submit formal notice requesting the renewal of the Grant, as set out in section 7.g of Schedule 14, which is calculated counting back from the due date of expiration of the Current Term;
“Repeat Breach”	in any twelve (12) month period: (i) a second or more Material Breach of same Material Term; or (ii) a third or more breach of any term, whether same or different, whether Material Term or not and whether or not the earlier breach or breaches had been formally notified or cured;
“Representatives”	a Party’s directors and any person working for it or on its behalf, including officers, agents or employees;
“Repudiatory Breach”	a (single) Material Breach which by its nature, or based on the objective intent of the Parties, is not curable. For the avoidance of doubt Counterparty’s breach of the following terms will be Repudiatory Breach: clauses 2.5, 2.6, 7.2, 10, 5, 13, 14, 22.8.1, section 2 of Schedule 1 (where applicable), section 6 of Schedule 2 (where applicable) as well as the following: (i) Counterparty’s failure (with reference to clause 8.2) in the reasonable opinion of the Company, to achieve the targets set out in the Performance Objectives over the relevant Operative Period, and these targets are not met within three (3) months of the Company having provided notice in writing to the Counterparty to such effect; and (ii) the failure of the heirs or beneficiaries or company directors or Superintendent to transfer the Retired’s interest in the Agreement by the deadline set out in section 9.c.i or 9.c.ii of Schedule 2, where applicable; (iii) a change in Applicable Law in Territory compelling either Party to an act or omission (as condition for allowing the commercialisation of Merchandise in Territory) that is incompatible with the Values (e.g. a new requirement demanding that Merchandise or ingredients thereof should be tested on animals);
“Reserved Territories”	any geographic areas comprising markets (which may include entire countries, areas, zones, regions or clusters thereof) defined in section 17 of Schedule 14 which Company has reserved exclusively to itself or its designee(s) in which Counterparty is hereby precluded from Actively selling Merchandise or providing Services via any PoS, which for the avoidance of doubt, unless otherwise specified, include all areas of the world: (i) outside the Territory (if the Territory is wholly outside the EEA+) or (ii) outside the EEA+ (if Territory is in whole or in part inside the EEA+);
“Selective Criteria”	specific criteria or requirements to which the Business must adhere to which are designed to preserve the image and allure of the Brand and the characteristic presentation of the Merchandise, subject to which a retailer or distributor may (if Schedule 1 is applicable) be selected or approved to operate as an Authorised Seller, as such requirements are set out in this Agreement (and particularly the Schedules thereto) or as communicated by the Company from time to time;
“Selective Network”	the network of Authorised Sellers in (i) the Territory (if the Territory is wholly outside the EEA+) or (ii) in the EEA+ (if Territory is in whole or in part inside the EEA+);
“Services”	all services provided in accordance with the System and/or by reference to the Brand;
“Shop-in-Shop” or “SiS”	such bricks and mortar retail outlet(s) comprising a Brand Area inside a Host Store, with a design layout prescribed or approved by Company, which typically also includes a till, Branded shop-fittings and furnishings as well as Branded marketing material and stock of Merchandise, as from time to time may be approved by the Company in writing, in Company’s sole discretion, which may be operated either as a Concession or as a Branded Corner;

“SIS Agreement”	an agreement, on terms prescribed or approved by the Company, that is entered into between the Counterparty and the Host pertaining to the operation of a SIS (whether Branded Corner or Concession) in the Territory;
“Social Selling”	sales Channel (intrinsic to Direct Selling) in which Direct Sellers are expected to leverage inter-personal relations established in context of Direct Selling, so as to reach out to a broader group of Consumers, via the use of approved social media, where orders may be taken remotely and processed by such Direct Sellers in the context of their terms of engagement;
“Sole Appointment”	where the term is used to describe the Grant of rights in the table in section 7 of Schedule 14, or in an Addendum, it means that, save in Exempt Channels, the Company: will NOT: (i) itself be Active in the Territory; or (ii) appoint any other Authorised Seller with similar rights with a main place of establishment and specific focus in the Territory to operate in the Territory, but without any obligation to prevent its other Authorised Sellers (with a main place of establishment whether inside or outside the Territory) from selling freely across border in the Territory, whether remotely or through other arrangements;
“Staff”	any individual such as the Manager and all other employees of the Counterparty employed to operate the Business;
“Subject to Contract”	where the term is used to describe the grant of certain specified rights as set out in Schedule 14 or in an Addendum, it means that the Company may grant to Counterparty such rights, at its sole discretion, on condition that the Parties separately agree the relevant commercial terms and particulars, on the basis of a separate Addendum, and with effect from the Addendum effective date set out therein, provided that neither Party will be bound by such grant, until such Addendum is freely duly signed by both Parties;
“Sub-Licensee”	a person or entity Downstream in the Distribution Chain, relevant to Counterparty, to whom Counterparty is explicitly permitted by Company (by written approval in writing issued on a case by case basis) to sub-license the Grant(s) and to whom Counterparty may sell (at wholesale) Merchandise, for the purpose of onward commercialisation by Sub-Licensee via approved PoS by way of appropriate sub-licensing, as may be prescribed by Company, pursuant to the terms of this Agreement; whereupon the provisions of Schedule 4 and/or Schedule 5 will apply as indicated in section 1.b or section 1.c of Schedule 14 respectively;
“System”	the distinctive business format and method developed and implemented by the Company, pertaining to the Franchise Business, utilising and comprising the Company IP and certain standard operational procedures, plans, directions, specifications, technology (including without limitation software and hardware), methods and procedures, management and other methods (including methods relating to personnel and employee recruitment, performance, appraisal, evaluation and remuneration), the CoC or other relevant codes of conduct when dealing with customers, suppliers and advertising techniques, the B Corporation Principles, the Values, customer loyalty schemes, customer relationship management strategies and identification schemes, E-Commerce operational or other guidance, the Manual, all or any of which may from time to time be improved or amended by the Company pursuant to section 4.f of Schedule 2;
“Term”	the period from the Effective Date until the expiration or termination of this Agreement, which unless earlier terminated under its terms, includes, where applicable, the Initial Term and any Renewal Term(s);
“Territory”	has the meaning ascribed in section 5 of Schedule 14, but excluding in any event the Reserved Territories (section 17 of Schedule 14);
“Tier”	A level of distribution in the Distribution Chain, whereby Company occupies Tier Zero;
“Travel Retail”	sales Channel comprising stores or outlets (i) in areas dedicated to travel, and/or used by customers with a travel ticket (including without limitation outlets in airports, stations or ports located after the check-in desk; on board aircraft, boats and ferries); or (ii) located in tax-exempt (including down town stores), free trade zones or cross-border areas (former duty-free areas); and/or (iii) other areas with restricted access, such as areas designated to personnel from the armed forces, diplomatic corps, airline or shipping companies)
“Unfit Product”	any Merchandise which is adulterated, tainted, contaminated, spoiled, unsafe, hazardous, expired, not of satisfactory quality or otherwise unfit to be used for its intended purpose or otherwise declared by the Company in writing to be unfit for sale;
“Upstream”	(when comparing two different Tiers occupying different levels in the Distribution Chain) describes a Tier that is more proximate to Tier Zero, relevant to another Tier that is more remote (which is, in comparison, Downstream). For instance, Tier 1 is Upstream relevant to Tier 2;

“User Interface”	the quasi-permanent structures of the Website, such as navigation bars and page templates, which affect cosmetic appearance and cannot be changed without technical intervention;
“Values”	the Company’s corporate social responsibility values, historically associated with the Brand, and the System and as from time to time reflected in the CoC or communicated and updated by the Company, which may include any of the following: the B Corporation Principles, protecting the environment, promoting self-esteem, opposing animal testing in the cosmetics industry, promoting human rights, and promoting community fair trade, and such other issues as the Company may from time to time highlight;
“Website”	a mono-Branded website (other than a Platform or Brand Area thereat) located at or linked to the Licensed DNS, (or other computerized electronic or digital remote-entry advertising or ordering apparatus capable of accepting orders, including mobile communications technology) which contains publicly available information dedicated solely to the Merchandise, and presented solely under the Brand, allowing for a mono-branded online (or mobile) environment, and which may be used by Counterparty under license for marketing purposes and/or E-Commerce.
“Working Day”	a day other than a Saturday, Sunday or public holiday in Market, when banks are open for business;
“year”	the period from a given date until the day prior to the following anniversary thereof and if reference is to a calendar year, the period from 1 st January to 31 st December; if reference is to a contract year, reference is from the Commencement Date, or anniversary thereof to the day before the following anniversary thereof;

Schedule 14 PARTICULARS

1. Type of Agreement:

a. Should Counterparty be prohibited from selling Merchandise to a reseller who is not an Authorised Seller?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (if YES, then this is a Selective Distribution Agreement. Schedule 1 is applicable and Agreement title in section 1.e below should include the descriptive: "Selective")
b. Is Counterparty allowed to sub-license the Grant?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (if YES, then this is a Master Agreement. Schedule 4 applies and Agreement title in section 1.e below should include the descriptive: "Master", provided it is Tier 1)
c. Does the Business include a Franchise Business, concerning operation of "Branded PoS"?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (if YES, then this is a Franchise Agreement. Schedule 2 is applicable and Agreement title in section 1.e below should include the descriptive: "Franchise". If not, the Agreement should be described by the generic descriptive: "Distribution")
d. Tier:	Tier 1 (if Agreement is Tier 2 or Tier 3, thereby concerning the rights and obligations of Sub-Licensees, then sections 1 and 2 of Schedule 5 respectively apply – irrespective of choice in section 1.b above – and Agreement title in section 1.e below should be described by the descriptive "Sub")
e. CHOOSE AGREEMENT TITLE, based on cumulative choices made in sections 1.a to 1.d above:	Selective Master Distribution & Franchise Agreement

2. Parties:

Company Name	THE BODY SHOP INTERNATIONAL LIMITED
Company Registered Address	THE BODY SHOP INTERNATIONAL LIMITED (d/b/a THE BODY SHOP) a company incorporated in England and Wales with registered address at Watersmead, Littlehampton, West Sussex, BN17 6LS and company number 1284170
Company Notices Address 1 (clause 18)	THE BODY SHOP INTERNATIONAL LIMITED (d/b/a THE BODY SHOP) a company incorporated in England and Wales with registered address at Watersmead, Littlehampton, West Sussex, BN17 6LS and company number 1284170 to the attention of: Chief Executive Officer
Company Notices Address 2 (copy to – if applicable)	THE BODY SHOP INTERNATIONAL LIMITED (d/b/a THE BODY SHOP) a company incorporated in England and Wales with registered address at Watersmead, Littlehampton, West Sussex, BN17 6LS and company number 1284170 to the attention of: Company Secretary
Signatory 1 Name:	Ian Bickley
Signatory 1 Title:	Director
Signatory 2 Name:	Peter O'Byrne
Signatory 2 Title:	Company Secretary

Counterparty Name	The Body Shop Canada Limited
--------------------------	------------------------------

Counterparty Registered Address	155 Wellington Street West, Toronto, Ontario, M5V 3J7
Country of Incorporation of Counterparty	Canada
Counterparty Notices Address 1 (clause 18)	1 Yorkdale Road, Suite 510, Toronto, Ontario, M6A 3A1, Canada To the attention of: General Manager
Counterparty Notices Address 2 (copy to – if applicable)	Choose an item. To the attention of: Choose an item.
Counterparty Company Number	417311-2
Signatory 1 Name:	Jordan Searle
Signatory 1 Title:	Director
Signatory 2 Name:	Benoit Mennegand
Signatory 2 Title:	Director

3. Brand:

THE BODY SHOP; **THE BODY SHOP**®;



4. Licenced DNS: theboyshop.ca

5. Territory: Canada

6. Currency: CAD\$

7. Grant:

- a. Type / Scope of Grant: Non-Exclusive (subject to section 20 of this Schedule 14)
- b. Grant Fee: NIL
- c. Commencement Date: 12th May 2022
- d. Initial Term: five (5) years from the Commencement Date
- e. Renewal Term: five (5) years from the expiration of the Current Term (Initial Term or previous Renewal Term as the case may be)
- f. Number of Renewal Terms: one (1)
- g. Renewal Window: 9-6 months
- h. Can a Party terminate Agreement without Cause? YES. If YES, then termination without Cause to be subject to:
 - i. Termination Notice: twelve (12) months effective at any time after the Initial Term
 - ii. Exit Fee: 50%

8. Statement:

- a. Authorised Seller Statement (section 5 of Schedule 1):
"This business is operated by The Body Shop Canada Limited, who is a THE BODY SHOP Authorised Seller".
- b. Franchise Statement (section 2 of Schedule 2):
"This is a THE BODY SHOP franchise operated by The Body Shop Canada Limited under a licence."

9. Disclosure of Business Interests (section 7 of Schedule 2):

NIL

10. Approved PoS locations:

a. Branded Stores:	<p>Aberdeen Mall Avalon Mall Bayshore Shopping Centre Bayview Village Shopping Centre Bloor West Village Bower Place Bramalea City Centre Cambridge Centre Carlingwood Mall Catarauqui Town Centre Champlain Place Charlottetown Mall Chinook Centre Conestoga Mall Cookstown Outlets Coquitlam Centre Corner Brook Plaza Cornwall Centre Crossiron Mills Devonshire Mall Dufferin Mall Eastgate Square Erin Mills Town Centre Fairview Mall Fairview Park Mall Georgian Mall Guildford Town Centre Halifax Shopping Centre Hillcrest Mall Hillside Shopping Centre Intercity Shopping Centre Kildonan Place Kingsway Mall Lambton Mall Lansdowne Place Lawson Heights Mall Limeridge Mall Lloyd Mall</p>	<p>Londonderry Mall Lougheed Mall Lynden Park Mall Mapleview Shopping Centre Market Mall Markville Shopping Centre Masonville Place Mayfair Shopping Centre (Premises No.N119) Mayflower Mall Mcallister Place Mcarthurglen Designer Outlet Medicine Hat Mall Metropolis At Metrotown Mic Mac Mall Midtown Plaza New Sudbury Centre Northgate Square Shopping Centre Oakville Place Orchard Park Oshawa Centre Ottawa Outlets Outlet Collection At Edmonton Outlet Collection At Winnipeg Pacific Centre Park Place Shopping Centre Park Royal Shopping Centre Pen Centre Pickering Town Centre Pine Centre Place D'Orleans Polo Park Shopping Centre Prairie Mall Queen Street East Quinte Mall Regent Mall Richmond Centre</p>	<p>Rideau Centre Scarborough Town Centre Semiahmoo Centre Sevenoaks Shopping Centre Sherway Gardens Sherwood Park Mall Shoppers Mall Brandon Shops At Don Mills Southcentre Southgate Centre Southland Mall Square One Shopping Centre St. Albert Centre St. Laurent Centre St. Vital Centre Station Mall Stone Road Mall Sunnyside Mall Sunridge Mall The Centre The Core (Calgary Eaton Centre) The Outlet Collection At Niaga Timmins Square Toronto Eaton Centre Toronto Pearson International Toronto Premium Outlets Truro Mall Upper Canada Mall Vaughan Mills Village Green Centre West Edmonton Mall White Oaks Mall Willowbrook Shopping Centre Woodgrove Centre Yorkdale Shopping Centre</p>
b. Branded Corners:	Shoppers Drugsmart		
c. Concessions:	Subject to Contract		
d. Website:	a Branded Website hosted on the Licenced DN		
e. Platforms:	Amazon (Canada) & Shoppers Drugsmart		

f. Other:	N/A
-----------	-----

11. Manager (clause 9.2): the Canada country manager from time to time appointed
12. Incoterm (clause 7.4.1): DAP Wake Forest Incoterms 2020

13. Business Development Plan (clause 8.1):	
tbc	

14. Details¹ of processing of Personal Data (section 3 of Schedule 9):

a. With reference to section 2.a of Schedule 9 does either Party act as Data Processor on behalf of the other, being the Data Controller)?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> [point addressed under separate group agreement] (if YES, then populate sections 14.d to 14.h below, if not, leave the fields below blank)
b. Which party is the Data Controller?	Choose an item.
c. Which party is the Data Processor?	Choose an item.
d. Categories of data subjects:	Where applicable, the Personal Data processed concerns end customers (Consumers of Merchandise), i.e. it primarily involves Customer Data.
e. Subject-matter of the processing:	[Insert description of the services provided to Data Controller by Data Processor or refer to existing clause setting this out].
f. Nature and purpose of the processing:	Data Processor collects, processes and uses the Personal Data of the data subjects on behalf of Data Controller in order to [insert brief description of nature and purpose of processing or reference existing explanation] as further described in the Agreement.
g. Type of Personal Data:	The Personal Data collected, processed and used by Data Processor on behalf of Data Controller concerns [please insert types of Personal Data collected and processed by Data Processor, e.g. name, email address, home address, phone number].
h. Special Categories of Data (if relevant):	[The Personal Data transferred concerns [Insert details of any special categories of data collected and processed]] / [The processing of Special Categories of Data is not anticipated].

15. Previous Agreement(s) (which are superseded under clause 22.9): (1) Master Franchise Agreement (Canada) of 4 December 2015 with Commencement Date 13 May 2012 and related Side Letter; (2) Domain Name Licence Agreement of 01 November 2009; (3) The e-Commerce Agreement for Canada of 24 November 2016; (4) the market support letter of 19 September 2016.

16. Upstream Agreements (if applicable):

- a. Master (Tier 1) Agreement (between Company and Counterparty, vis-à-vis Counterparty 2, as referenced in section 1.a and 2.a of Schedule 5): N/A
- b. Intermediary (Tier 2) Agreement (between Counterparty and Counterparty 2, vis-à-vis Counterparty 3, as referenced in section 2.a of Schedule 5: N/A

17. Reserved Territories: as defined

18. Summary of Applicable Schedules:

Schedule #:	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>								

¹ This section 14 of this Schedule 14 should only be populated if section 2.a of Schedule 9 is applicable.

Not Applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>								
----------------	--------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

19. Software (s. 13 of Schedule 2):

Software	<p>AccordFT File Transfer Client and associated components.</p> <p>Data is transferred using FTP over SSL (Secure FTP).</p>
Hardware	<p>Windows Server 2008 or higher Sun JRE 1.5 or higher 500MB RAM</p> <p>150MB Disk space on system drive (C:)</p> <p>NOTE: Hardware is to be provisioned by the Counterparty.</p> <p>NOTE: A clean build is highly recommended to avoid any support issues with may arise due to previously installed software.</p>
Network / Firewall	<p>Outbound traffic to “accordft.thebodyshop.com” on Port 29105</p> <p>Outbound traffic to “accordft.thebodyshop.com” on Port range 2100 - 3100 Inbound traffic from “mailhost2.thebodyshop.com” on Port 29107 Outbound traffic on Port 25 (SMTP)</p> <p>NOTE: A static, public facing IP address for the Counterparty hardware is highly recommended. See also Remote Support.</p>
Remote Support	<p>To provide effective remote support Company recommends that remote access is allowed from “mailhost2.thebodyshop.com” to the Counterparty hardware using Microsoft Remote Desktop or other agreed technology such as TeamViewer. This will allow Company technical resources to diagnose any faults remotely.</p> <p>NOTE : If this facility is not available the ability for Company to provide remote support will be severely hampered.</p>
Other	<p>Windows firewall disabled or application added as an exception AntiVirus configuration should allow use of Port 25 (SMTP)</p> <p>An account with local administrator privileges will be required to run the AccordFT client.</p> <p>The AccordFT client runs as a Windows service, the Counterparty hardware should remain in an “on” state.</p>

20. Exempt Channels: Travel Retail; Hospitality; E-Commerce; catalogue sales; or any other remote selling channel.

21. Checklist:

- ✓ Collateral (clause 2.6)
- ✓ Confidentiality & Non-Compete (section 6 of Schedule 2)
- ✓ information under section 4.a of Schedule 3 for existing Branded Stores

This is Exhibit "D" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

CONFIDENTIAL

Dated December 2023

Lender

AURELIUS IV UK ACQUICO SEVEN LIMITED

Borrower

THE BODY SHOP INTERNATIONAL LIMITED

Loan agreement

THIS AGREEMENT is dated December 2023 and made by:

- (1) **AURELIUS IV UK ACQUICO SEVEN LIMITED**, a company registered in England and Wales with company number 01284170, whose registered address is at 6th Floor, 33 Glasshouse Street, London, United Kingdom W1B 5DG (the **Lender**); and
- (2) **THE BODY SHOP INTERNATIONAL LIMITED**, a company registered in England and Wales with company number 01284170, whose registered address is at Watersmead, Littlehampton, West Sussex BN17 6LS (the **Borrower**).

IT IS AGREED as follows:

1 Definitions

The following terms shall have the following meanings:

Acquisition means the acquisition by the Purchaser of the entire issued share capital of the Target.

Canadian Obligor means The Body Shop Canada Limited, incorporated in the province of Ontario, Canada with registered number 417311-2.

Canadian Security means a general security agreement and (in respect of the province of Quebec) a hypothec, each executed by the Canadian Obligor.

Charge over Shares means a charge or pledge over the shares in a member of the Group, executed by an Obligor in favour of the Lender.

Debenture means the all-asset debenture dated on or about the date of this Agreement between the Lender and the Borrower.

EBITDA means the consolidated operating profit of the Group before interest, taxation, depreciation or amortisation, as determined by the Lender from time to time.

Event of Default means an event of default as set out in clause 10.1 below.

Facility has the meaning given to it in Clause 4.1.

Facility Limit means GBP 2,720,741.98 (two million, seven hundred and twenty thousand, seven hundred and forty one pounds and 98 pence).

Finance Documents means this Agreement, the Security Documents, the Guarantee, the Intercreditor Deed and any other document designated as a "Finance Document" by the Lender and the Borrower.

Group means the Parent and its subsidiaries from time to time.

Guarantee means any guarantee entered into by the Canadian Obligor, the US Obligor and/or any other member of the Group in favour of the Lender.

Intercreditor Deed means any intercreditor deed entered into after the date of this Agreement between, among others, the Lender, the Borrower and a Senior Lender.

Loan has the meaning given to it in Clause 5.3.

Material Adverse Effect means any event or circumstance which has in the opinion of the Lender (acting reasonably) a material adverse effect on (a) the business, operations or financial condition of the Borrower, an Obligor or a Material Company or (b) the ability of an Obligor to perform its obligations under the Finance Documents or any Senior Facilities Agreement; or (c) the validity or enforceability of, or the effectiveness or ranking of any security granted or purported to be granted pursuant to any of the Finance Documents.

Material Company means the Borrower, an Obligor and/or a subsidiary of the Parent that has earnings before interest, tax, depreciation and amortisation calculated on the same basis as EBITDA representing 5 per cent. or more of EBITDA or has net assets or turnover (excluding intra-group items) representing 5 per cent. or more of the net assets or turnover of the Group, calculated on a consolidated basis.

Obligors means the Borrower, the US Obligor, the Canadian Obligor and any other member of the Group which enters into a Guarantee or gives security to the Lender.

Parent means the Target.

Purchaser means Aurelius IV UK Acquico Eight Limited.

Sale and Purchase Agreement means the sale and purchase agreement dated 13 November 2023 entered into between Natura Cosméticos S.A. as seller and the Purchaser in respect of the Acquisition.

Security Documents means the Debenture, each Charge over Shares, the US Security Documents, the Canadian Security Documents and any other document, agreement or deed creating security over the assets of an Obligor in favour of the Lender.

Senior Facilities Agreement means any facility agreement entered into after the date of this Agreement between a Senior Lender and the Borrower.

Senior Lender means any third party bank, fund or financial institution providing loan facilities to the Borrower.

Target means Natura (Brasil) International B.V.

Termination Date has the meaning given to it in Clause 8.2 below.

Transaction Security means the security created by the Security Documents.

US Obligor means Buth-Na-Bodhaige, Inc., incorporated in Virginia, United States of America with Federal identification number 22-2883487.

US Property means the property at 5036 One World Way, Wake Forest, North Carolina 27587 owned by the US Obligor.

US Security means in respect of the US Obligor, (1) a pledge and security agreement executed by (A) the Borrower and (B) the US Obligor and (2) a legal mortgage over the US Property.

2 Interpretation

2.1 In this Agreement:

- (a) the headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Agreement;
- (c) references to this Agreement, or any other document are to this Agreement or that document as from time to time amended, restated, novated, or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) words importing the plural include the singular and vice versa;
- (f) references to any enactment include that enactment as re-enacted; and, if an enactment is amended, any provision of this Agreement which refers to that enactment will be amended in such manner as the Lender, after consultation with the Borrower, determines to be necessary in order to preserve the intended effect of this Agreement;
- (g) an Event of Default is "continuing" if it has not been remedied or waived (with such remedy or waiver being confirmed by the Lender in writing); and
- (h) references to a business day means a day (other than a Saturday or a Sunday) on which banks are open for general banking business in Luxembourg, London and Munich.

3 Intercreditor Deed

3.1 This Agreement is subject to the terms and conditions of the Intercreditor Deed.

3.2 In respect of the due dates of repayment and interest payment and the other provisions of this Agreement, the pertinent provisions of the Intercreditor Deed shall take precedence over the

provisions of this Agreement to the extent there is a conflict between the terms of the Intercreditor Deed and the terms of this Agreement.

4 The Facility

- 4.1 The Lender will make available to the Borrower a GBP 2,720,741.98 secured term loan facility (the **Facility**). Its obligation to do so is subject to the terms of this Agreement.
- 4.2 The purpose of the Facility is to assist the Purchaser with funding the Acquisition. For this purpose, the Borrower may on-lend the proceeds of any Loan to the Purchaser.
- 4.3 The obligations of the Borrower under this Facility are guaranteed pursuant to the Guarantee and secured in favour of the Lender pursuant to the Security Documents.

5 Availability and Drawdown

- 5.1 The Facility will be available at any time from the date of this Agreement subject to the satisfaction of the conditions set out in Clause 5.2 below.
- 5.2 The Lender's obligation to pay each Loan is subject to the following conditions:
- (a) no Event of Default has occurred and is continuing or will result from the advance of the Loan;
 - (b) the Lender has received all of the documents and evidence listed in clause 6 (*Conditions Precedent*) in form and substance satisfactory to it; and
 - (c) the Sale and Purchase Agreement is unconditional (save for payment of the consideration).
- 5.3 Once the conditions set out at Clause 5.2 above have been satisfied, the Borrower shall be entitled to draw any amount (each a "**Loan**") provided that all Loans at the time immediately prior to Utilisation do not exceed the Facility Limit.

6 Conditions Precedent

The Borrower must deliver to the Lender:

- 6.1 the Debenture, duly executed by the Borrower;
- 6.2 a Charge over Shares in respect of the shares in the capital of the Canadian Obligor, duly executed;
- 6.3 such documents of title and/or notices of assignment in relation to the assets charged or assigned under the Debenture and the Charge over Shares as the Lender may require;
- 6.4 the Guarantee, duly executed by the Borrower, the US Obligor and the Canadian Obligor;

- 6.5 such board and shareholder resolutions as the Lender may require for each Obligor which is party to a Finance Document;
- 6.6 a copy of the constitutional documents of the Borrower;
- 6.7 a certificate of a director of the Borrower giving such confirmations as the Lender may require;
- 6.8 in respect of the US Obligor, (1) the US Security (other than in respect of the US Property) (2) satisfactory UCC lien searches (3) such board and shareholder resolutions as the Lender may require (4) an officer's certificate and (5) any other documents recommended by the Lender's US counsel;
- 6.9 in respect of the Canadian Obligor, (1) a general security agreement (2) satisfactory pre-emptive PPSA registrations (3) satisfactory lien searches and (4) any other documents recommended by the Lender's Canadian counsel;
- 6.10 the upstream loan agreement between the Borrower and the Purchaser; and
- 6.11 a copy of any other authorisation, or other document, opinion or assurance which the Lender considers necessary or desirable.

7 Conditions Subsequent

The Borrower must ensure that:

- 7.1 within 30 days of the date of this Agreement, the US Obligor executes and delivers to the Lender a legal mortgage of the US Property in a form satisfactory to the Lender, together with such ancillary documents, filings and resolutions as the Lender may require;
- 7.2 within 30 days of the date of this Agreement, the Canadian Obligor executes and delivers to the Lender a hypothec in a form satisfactory to the Lender together with such ancillary documents and filings as the Lender may require; and
- 7.3 if requested by the Lender, within 30 days of such request, the Borrower procures that any other member of the Group becomes an Obligor by delivering to the Lender such security documents (including a Charge over Shares), guarantees, resolutions and ancillary documents as the Lender may require.

8 Repayment

- 8.1 Subject to the Intercreditor Deed, the Borrower may repay the Facility at any time.
- 8.2 The Borrower will repay all Loans, together with any interest and fees outstanding in respect thereof, in full on the date falling three years and three months following the date of this Agreement, on which date the Facility shall terminate (the **Termination Date**). If however, the

Facility is not repaid in full on such date, the Facility shall automatically extend by one additional year.

9 Interest

- 9.1 The Borrower will pay interest in arrears on the Loan at the rate of 8.5% per annum.
- 9.2 Interest will accrue from day to day on the aggregate outstanding balance of the Loan under the Facility. It will be calculated on the basis of actual days elapsed and a 365 day year.
- 9.3 Subject to clause 9.4, interest on the Loan will be paid on the Termination Date.
- 9.4 Interest and any fees payable under this Agreement (including default interest under clause 9.5) shall be capitalised and added to the outstanding principal amounts of the Loan on the last London business day of each calendar month, with interest and fees accruing on such capitalised amounts, until such date that all outstanding amounts under the Finance Documents are repaid (including outstanding amounts both before and after judgment).
- 9.5 If an Event of Default occurs and so long as the same is continuing, the Lender may accrue interest on all amounts owing under the Finance Documents while such Event of Default is continuing (both before and after judgment) compounded at a rate which is 7% per annum higher than the rate payable under clause 9.1. Any interest accruing under this clause 9.5 shall be immediately payable by the Borrower on demand by the Lender at the option of the Lender.

10 Events of Default

Identity of Events of Default

- 10.1 Each of the matters listed in the rest of this clause 10.1 is an event of default:
- (a) the Borrower fails to pay any amount payable by it under this Agreement in the manner stipulated.
 - (b) an Obligor breaches any provision of a Finance Document.
 - (c) an event of default (howsoever defined) occurs under a Senior Facilities Agreement.
 - (d) an Obligor becomes insolvent or unable to pay its debts.
 - (e) an Obligor ceases to carry on business, stops payment of its debts or any class of them or enters into any compromise or arrangement in respect of its debts or any class of them; or any step is taken to do any of those things.
 - (f) an Obligor is dissolved or enters into liquidation, administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with

creditors or bankruptcy or any step is taken by any person with a view to any of those things.

- (g) any judgment or order against an Obligor is not stayed or complied with within 14 days.
- (h) any execution, sequestration or other enforcement action is commenced against any of the assets of an Obligor and is not discharged within 7 days.
- (i) any analogous or similar procedure to those mentioned in clauses 10.1(e) to (h) occurs or is taken in any jurisdiction.
- (j) any steps are taken to enforce any security interest, proprietary interest or contractual right having the commercial effect of a security interest, over any assets of an Obligor.
- (k) it becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents, or for the Lender to provide or continue to provide the Facility.
- (l) any Finance Document ceases to be valid, binding or enforceable.
- (m) any representation in Clause 13 is untrue, incorrect or deemed not to be made correctly made.
- (n) any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

Consequences of an Event of Default

10.2 Subject to the Intercreditor Deed, if an Event of Default has occurred pursuant to clause 10.1 and is continuing, the Lender may at any time, by giving notice to the Borrower:

- (a) terminate the Facility (thereby reducing the Facility to zero);
- (b) demand repayment of all or any part of any Loan and payment of any other amounts accrued, due, owing or payable under this Agreement;
- (c) declare that all or any part of any Loan is repayable, and any other amounts accrued under this Agreement are payable, on demand by the Lender at any time;
- (d) make demand under the Guarantee; and/or
- (e) exercise its rights and remedies under the Security Documents.

10.3 For the avoidance of doubt, if an Event of Default has occurred pursuant to clause 10.1 and is continuing, the Borrower shall have no ability, right, title or claim to utilise any Loan.

11 Payments

- 11.1 Each payment to be made by the Borrower under this Agreement will be made in full, without any set-off or deduction.
- 11.2 If the Borrower is required to make a deduction in respect of tax from any payment for the account of the Lender under this Agreement, the amount payable by the Borrower will be increased to the extent necessary to ensure that, after such deduction has been made, the Lender receives (and is able to retain) a net sum equal to the amount which it would have received had no such deduction been required to be made.

12 Costs and indemnities

- 12.1 The Borrower will reimburse the Lender on demand in respect of all legal and other expenses incurred by it, before or after the date of this Agreement, in connection with this Agreement.
- 12.2 The Borrower shall indemnify the Lender against any cost, loss or liability incurred by it as a result of:
- (a) the occurrence of an Event of Default;
 - (b) the taking, holding, protection or enforcement of the Transaction Security; and
 - (c) the exercise of any of the rights, powers, discretions and remedies vested in the Lender by the Finance Documents or by law.

13 Representation and warranties

The Borrower makes the following representations and warranties to the Lender on the date of this Agreement and on the date of utilisation of each Loan:

- 13.1 Status: It is a limited liability company, duly incorporated and validly existing under the laws of England and it has the power to own its assets and carry on its business as it is being conducted.
- 13.2 Binding obligations: The obligations assumed by it in the Finance Documents are legal, valid, binding and enforceable obligations.
- 13.3 Non-conflict with other obligations: The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with any law or regulation applicable to it or its constitutional documents.
- 13.4 Power and authority: It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is or will be a party and the transactions contemplated by those Finance Documents.

14 Further assurance

The Borrower will take (and in the case of the Obligors, will procure the taking of) all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any right, obligation conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

15 Assignment

15.1 The Borrower may not transfer (either by assignment or novation) any of its rights or obligations under this Agreement without the prior written consent of the Lender.

15.2 The Lender may assign any of its rights (or transfer by novation any of its rights and obligations) under any Finance Document.

16 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

17 Notices

Any notice or other communication to a party to this Agreement must be in writing. It must be addressed for the attention of such person, and sent to such address, fax number or email address as that party may from time to time notify to the other party. It will be deemed to have been received by the relevant party on receipt at that address, fax number or email address.

18 Law and jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of England. The courts of England, have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligation arising out of or in connection with either this Agreement or the negotiation of the transaction contemplated by this Agreement).

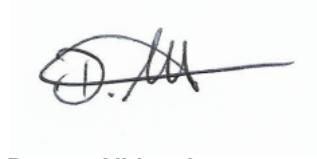
18.2 If a provision of this Agreement is or becomes invalid, illegal or unenforceable or if an illegal or unenforceable provision affects the entire nature of this Agreement, each Party shall use its best endeavours to promptly negotiate a legally valid replacement provision.

18.3 This Agreement and any other documents referred to in this Agreement constitute the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement.

18.4 With the exception of the Parties, no other person has a right to claim a beneficial interest in this Agreement or in any rights occurring by virtue of this Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement

EXECUTED)
for and on behalf of)
AURELIUS IV UK ACQUICO SEVEN)
LIMITED)
)

A handwritten signature in black ink, appearing to read 'D. Aldread', is written over a light blue rectangular background.

Doreen Aldread.....

Authorised signatory

EXECUTED)
for and on behalf of)
THE BODY SHOP INTERNATIONAL)
LIMITED)

DocuSigned by:
Ian Martin Bickley
A3A01E9818E2464...
Authorized signatory

DocuSigned by:
[Signature]
E4D847A6ADAC497...
Authorized signatory

This is Exhibit "E" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

Guarantee and Indemnity

The Companies listed in Schedule 1
as Original Guarantors
Aurelius IV UK Acquico Seven Limited
as Lender

Dated 202



Contents

PARTIES	1
1 Definitions and interpretation	1
2 The Loan Agreement	3
3 Guarantee and Indemnity	3
4 Nature of Guarantee	3
5 Reinstatement	4
6 Waiver of defences	4
7 Guarantor intent	4
8 Appropriations and suspense account	5
9 Deferral of Guarantor's rights	5
10 Representations of each Guarantor	6
11 Set-off	7
12 Payment	8
13 Costs and expenses	8
14 Default interest	9
15 Currencies	9
16 Indemnity	9
17 Changes to parties	9
18 Miscellaneous	10
19 Other Guarantors	11
20 Notices	11
21 Counterparts	12
22 Governing law	12
23 Enforcement	12
SIGNATURE PAGE	16
SCHEDULES	
SCHEDULE 1 ORIGINAL GUARANTORS	13
SCHEDULE 2 FORM OF ACCESSION DEED	14

This Guarantee and Indemnity is made on

202

Parties

- (1) The Companies listed in Schedule 1 (*Original Guarantors*) as original guarantors (the **Original Guarantors**);

in favour of:

- (2) **Aurelius IV UK Acquico Seven Limited**, a company incorporated in England with company number 01284170 (the **Lender**).

It is agreed:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Loan Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

Accession Deed means a document substantially in the form set out in Schedule 2 (*Form of Accession Deed*);

Additional Guarantor means a company which becomes a party to this Deed by executing an Accession Deed;

Borrower means The Body Shop International Limited a company incorporated and registered under the laws of England and Wales with number 01284170;

Default Rate means the rate of interest determined in accordance with clause 9.5 (*Interest and fees*) of the Loan Agreement;

Guaranteed Obligations has the meaning given to that term in clause 3(a);

Guarantor means an Original Guarantor or an Additional Guarantor;

Intercreditor Agreement means any intercreditor deed entered into after the date of this Deed between, amongst others, (1) the Borrower, (2) the Lender and (3) a Senior Lender as it may from time to time be amended, restated, novated or replaced.

Loan Agreement means the loan agreement made on or about the date of this Deed between (1) the Lender as Lender and (2) the Borrower as Borrower as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties);

Party means a party to this Deed and includes the Lender whether or not it is a signatory to this Deed; and

Senior Lender means any third party bank, fund or financial institution providing loan facilities to the Borrower.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
- (i) the **Borrower**, a **Guarantor**, an **Obligor**, the **Lender** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **this Deed**, the **Loan Agreement**, any other **Finance Document** or any other agreement or instrument is a reference to this Deed, the Loan Agreement, that Finance Document or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the Borrower's obligations or provides for further advances);
 - (iii) **including** or **includes** means including or includes without limitation;
 - (iv) **Guaranteed Obligations** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Obligor;
 - (v) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vi) the singular includes the plural and vice versa.
- (b) References to clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, paragraphs and schedules of this Deed and references to this Deed include its schedules.
- (c) Clause and schedule headings are for ease of reference only and shall not affect the construction of this Deed.
- (d) If the Lender reasonably considers that an amount paid by any Guarantor under this Deed or by an Obligor under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the relevant Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 Intercreditor Agreement

This Deed is subject to the terms of any Intercreditor Agreement. In the event of any inconsistency between any provision of this Deed and any provision of any Intercreditor Agreement, the provision of the relevant Intercreditor Agreement shall prevail.

1.5 Joint and several

The liabilities of the Guarantors to the Lender under this Deed are joint and several.

2 The Loan Agreement

Each Guarantor confirms that it has been provided with the form of Loan Agreement agreed in writing by or on behalf of the Borrower and the Lender and which is agreed to be in final form prior to execution of this Deed and acknowledges the terms of the Loan Agreement.

3 Guarantee and Indemnity

Each Guarantor irrevocably and unconditionally, jointly and severally:

- (a) guarantees to the Lender the punctual performance by each Obligor of all of that Obligor's obligations under the Finance Documents (the **Guaranteed Obligations**);
- (b) undertakes with the Lender that whenever another Obligor does not pay any amount of the Guaranteed Obligations when due, that Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by each Guarantor under this indemnity will not exceed the amount it would have had to pay under this Deed if the amount claimed had been recoverable on the basis of a guarantee.

4 Nature of Guarantee

4.1 Continuing guarantee

This Deed is a continuing guarantee and will extend to the ultimate balance of all the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.

4.2 Additional and separate guarantee

This Deed is in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or security which the Lender may at any time hold for any of the Guaranteed Obligations.

4.3 Immediate recourse

Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on their behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Guarantor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

4.4 No discharge

If the Lender releases or discharges any Guarantor from this Deed (or any other guarantor from any other guarantee of the Guaranteed Obligations (or part of them)), or accepts any

composition from or makes any arrangements with any of them, it shall not, as a result, release or discharge any other party from this Deed or any other guarantee.

5 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of the Borrower or any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

6 Waiver of defences

The obligations of each Guarantor under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it, the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, the Borrower or any other Guarantor or other person;
- (b) the release of the Borrower or any other Guarantor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or any other Guarantor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other Guarantor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (g) any insolvency or similar proceedings; or
- (h) any other act, event or omission which, but for this clause 6, might operate to discharge or impair any of the obligations of any Guarantor contained in this Deed or any of the rights, powers or remedies conferred upon the Lender by this Deed or by law.

7 Guarantor intent

Without prejudice to the generality of clause 6 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance

Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variations or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

8 Appropriations and suspense account

8.1 Right of appropriation

- (a) All monies received or recovered by the Lender, from any of the Guarantors, Obligors or the Borrower or any other person in respect of the Guaranteed Obligations may be applied by the Lender to reduce any part of the Guaranteed Obligations or as it sees fit or in accordance with clause 8.2 (*Application and suspense account*).
- (b) Any such appropriation shall override any appropriation by the Guarantors.

8.2 Application and suspense account

Until all the amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and each Guarantor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from each Guarantor or on account of each Guarantors' liabilities under this Deed.

9 Deferral of Guarantor's rights

9.1 Deferral of rights

Until all the amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, and unless the Lender otherwise directs, no Guarantor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by the Borrower or any other Guarantor or to make or enforce any claim or right against the Borrower or any other Guarantor, including any rights of subrogation to the Lender's position with respect to any payments made in respect of this Deed;
- (b) to claim any contribution from any other Guarantor or other guarantor of the Obligors' obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which each Guarantor has given a guarantee, undertaking or indemnity under clause 3 (*Guarantee and Indemnity*);
- (e) to exercise any right of set-off against an Obligor; and/or
- (f) to claim or prove as a creditor of an Obligor in competition with the Lender.

If any Guarantor receives any benefit, payment or distribution in relation to such rights or any security as a result of any breach of clause 9.2 (*No security*) it shall:

- (i) hold that benefit, payment, security or distribution, to the extent necessary to enable all the Guaranteed Obligations to be repaid in full on trust for the Lender; and
- (ii) promptly pay or transfer the same to the Lender or as the Lender may direct for application in or towards discharge of the Guaranteed Obligations.

9.2 No security

Until all the amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, and unless the Lender otherwise directs, no Guarantor shall have or take from an Obligor or any other surety for any Guaranteed Obligation any security in respect of its liability under this Deed or in respect of any other obligation or liability which an Obligor has or may in future have to the relevant Guarantor.

9.3 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

10 Representations of each Guarantor

10.1 General

To induce the Lender to enter into the Loan Agreement, each Guarantor makes the representations and warranties set out in this clause 10 to the Lender on the date of this Deed (or, in the case of an Additional Guarantor, the date of the relevant Deed of Accession).

10.2 Status

It is a company, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.

10.3 Binding obligations

This Deed has been duly executed and delivered by the Guarantor and the obligations expressed to be assumed by the Guarantor in this Deed are valid, legal, binding and enforceable.

10.4 Non-conflict with other obligations

The entry into and performance by the Guarantor of this Deed and the transactions contemplated by it do not and will not conflict with:

- (a) any law or regulation applicable to it;

- (b) the constitutional documents of the Guarantor; or
- (c) any agreement or other obligation binding on the Guarantor or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in each case the effect of which has or is reasonably likely to have a Material Adverse Effect.

10.5 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the giving of the guarantee or indemnity contemplated by this Deed.

10.6 Validity and admissibility in evidence

- (a) All governmental and other authorisations, approvals, licences and consents required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations under, this Deed, and to make this Deed admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect.
- (b) All material governmental and other authorisations necessary for the conduct of the business, trade and ordinary activities of the Guarantor have been obtained or effected and are in full force and effect.

10.7 Insolvency

No corporate action, legal proceeding or other procedure or step described in clause 10 of the Loan Agreement is being taken or, to the knowledge of the Guarantor, is threatened in relation to the Guarantor.

10.8 Anti-corruption

It has conducted its businesses in all material respects in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

10.9 No breach of laws

It is not in breach of any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

10.10 Repetition

The representations and warranties set out in this clause 10 are also deemed to be made by each Guarantor by reference to the facts and circumstances then existing on each date on which any representation or warranty is made or deemed to be made by the Borrower pursuant to the Loan Agreement.

11 Set-off

11.1 Set-off rights

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by any Obligor and unpaid (whether under the Finance Documents or which

has been assigned to the Lender by any Obligor against any obligation (whether or not matured) owed by the Lender to such Obligor, regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after an Event of Default has occurred and is continuing (and in addition to its rights under clause 11.1(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by any Obligor under any Finance Document against any obligation (whether or not matured) owed by the Lender to such Obligor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

12 Payment

12.1 Payments

Subject to clause 12.2 (*Gross-up*), all payments to be made by each Guarantor under this Deed shall be made without (and free and clear of, and without any deduction for or on account of) any set-off or counterclaim, or (except to the extent compelled by law) any deduction or withholding for or on account of tax.

12.2 Gross-up

If any Guarantor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Lender, the sum so payable by each Guarantor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Deed.

13 Costs and expenses

13.1 Transaction and amendment expenses

Each Guarantor shall within three Business Days of demand pay to the Lender the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

13.2 Enforcement and preservation costs

Each Guarantor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, without limitation, legal fees and any VAT or similar Tax thereon) incurred in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed or any document referred to in this Deed.

14 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate from time to time. Default interest will accrue from day to day and will be compounded at such intervals as the Lender considers appropriate.

15 Currencies

15.1 Currency of account

Payments under this Deed in relation to the Guaranteed Obligations shall be made in the currency demanded and each payment in respect of costs, expenses or Taxes under this Deed shall be made in the currency in which the costs, expenses or Taxes are incurred.

15.2 Currency indemnity

If any sum due from any Guarantor under this Deed (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

- (a) making or filing a claim or proof against each Guarantor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

each Guarantor shall, as an independent obligation, indemnify the Lender on demand, against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum.

15.3 Waiver

Each Guarantor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

16 Indemnity

Each Guarantor shall indemnify the Lender promptly on demand, against any cost, loss, liability or expense (however arising) incurred by the Lender as a result of or in connection with any breach by the relevant Guarantor of any of its obligations under this Deed.

17 Changes to parties

17.1 Additional Guarantors

- (a) A member of the Group shall become an Additional Guarantor if the Borrower and the proposed Additional Guarantor deliver to the Lender a duly completed and executed Accession Deed and a copy of all other documents or evidence required by the Lender in relation to such member of the Group in form and substance satisfactory to the Lender.

17.2 Repetition of Representations

Delivery of an Accession Deed constitutes confirmation by the relevant Subsidiary that the representations and warranties referred to in clause 10 (*Representations of each Guarantor*) are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

17.3 The Guarantors

A Guarantor may not assign or transfer any of its rights or obligations under this Deed.

17.4 The Lender

The Lender may assign or transfer all or any part of its rights under this Deed. Each Guarantor shall, immediately upon being requested to do so by the Lender and at the cost of such Guarantor, enter into such documents as may be necessary or desirable to effect such transfer.

18 Miscellaneous

18.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

18.2 Calculations and certificates

Any certification of or determination by the Lender specifying the amount of any Guaranteed Obligation due from each Guarantor or other obligation due from any Obligor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against any Obligor of the matters to which it relates.

18.3 Partial invalidity

If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

18.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed or any Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed and/or any Finance Document, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

18.5 Amendments and waivers

Any provision of this Deed may be amended only if the Lender and each Guarantor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

19 Other Guarantors

Each Guarantor agrees to be bound by this Deed notwithstanding that any other person intended to execute or be bound by this Deed or by any other guarantee or assurance under or pursuant to any Finance Document may not do so or may not be effectually bound.

20 Notices

20.1 Communication in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

20.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of each Original Guarantor, that identified with its names;
- (b) in the case of the Lender, that identified with its name; and
- (c) in the case of each other Guarantor, that notified in writing to the Lender on or prior to the date on which it becomes a Party,

or any substitute address, fax number or department or officer as each Guarantor or the Lender may notify to the other Party by not less than five Business Days' notice.

20.3 Delivery

- (a) Subject to clause 20.3(b), any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 20.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified in clause 20.2 (*Addresses*) (or any substitute department or officer as the Lender shall specify for this purpose).

20.4 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or

- (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

22 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

23 Enforcement

23.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) Each Guarantor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

23.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, each Guarantor incorporated outside England and Wales:

- (a) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify each Guarantor of the process will not invalidate the proceedings concerned.

IN WITNESS of which this Deed has been duly executed and delivered by each Original Guarantor as a deed and has been delivered on the first date specified on page 1 of this Deed.

Schedule 1 Original Guarantors

Name of Guarantor	Registration number (or equivalent, if any) and Original Jurisdiction
The Body Shop International Limited	England and Wales, 01284170
Buth-Na-Bodhaige, Inc.	Virginia, United States of America, 22-2883487
The Body Shop Canada Limited	Ontario, Canada, 417311-2

Schedule 2 Form of Accession Deed

To: [****] as Lender (as defined in the Guarantee referred to below)

From: [*Subsidiary*] and [*Borrower*]

Dated: [****] 20[**]

GUARANTEE AND INDEMNITY BETWEEN (1) [**][THE COMPANIES LISTED IN SCHEDULE 1 THERETO] AS ORIGINAL GUARANTOR[S] AND (2) [****] AS LENDER DATED [****] 20[**] (THE GUARANTEE)**

- 1 We refer to the Guarantee. This deed (the **Accession Deed**) shall take effect as an Accession Deed for the purposes of the Guarantee. Terms defined in the Guarantee have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
- 2 [*Subsidiary*] agrees to become an Additional Guarantor and to be bound by the terms of the Guarantee as an Additional Guarantor pursuant to clause 17.1 (*Additional Guarantors*) of the Guarantee. [*Subsidiary*] is a company duly incorporated under the laws of [*name of relevant jurisdiction*] and is a limited liability company with registered number [****].
- 3 [*Subsidiary's*] administrative details for the purposes of the Guarantee are as follows:

Address: [****]

Fax no: [****]

Attention: [****]
- 4 This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS ACCESSION DEED has been signed on behalf of the Lender and the Borrower and executed as a deed by [*Subsidiary*] and is delivered on the date stated above.

[*Subsidiary*]

[EXECUTED AS A DEED)
By [*Subsidiary*])

_____ Director

_____ Director/Secretary]

OR

[EXECUTED AS A DEED)
By [*Subsidiary*])

_____ Signature of Director

_____ Name of Director

in the presence of

_____ Signature of witness

_____ Name of witness

_____ Address of witness

_____ Occupation of witness]

The Borrower

By:

The Lender

By:

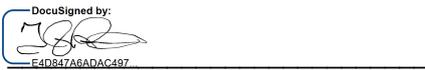
Date:

Signature page

THE GUARANTORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by **THE BODY**
SHOP INTERNATIONAL LIMITED acting by:)
)

Director  DocuSigned by:
Ian Martin Bickley
A3A01E9818E2464...

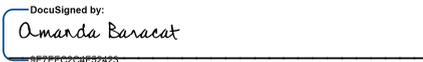
Director  DocuSigned by:
E4D847A6ADAC497

Address: Watersmead, Littlehampton, West Sussex BN17 6LS

Attention:

Executed as a deed, but not delivered until the)
first date specified on page 1, by **THE BODY**
SHOP CANADA LIMITED acting by:)
)

Director  DocuSigned by:
Benoit Mennegand
ABF768E5918F499

Witness signature  DocuSigned by:
Amanda Baracat
3E7EFC2CAF92423...

Witness name: Amanda Baracat

Witness address: 315 Ivy Lane

Weston FL

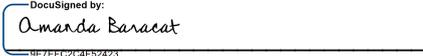
33326

Address: 89 jefferson St Apt 5A Hoboken NJ 07030

Attention: benoit Mennegand

Executed as a deed, but not delivered until the)
first date specified on page 1, by **BUTH-NA-**)
BODHAIGE, INC. acting by:)

Director  DocuSigned by: Benoit Mennegand
ADF76BEE6D10F499...

Witness signature  DocuSigned by: Amanda Baracat
9E7EF02C4F52423...

Witness name: Amanda Baracat

Witness address: 315 Ivy Lane

Weston FL

33326

Address: 89 jefferson St Apt 5A Hoboken NJ 07030

Attention: benoit Mennegand

THE LENDER

Executed as a deed, but not delivered until the)
first date specified on page 1, by **AURELIUS IV**)
UK ACQUICO SEVEN LIMITED acting by:)

Director  DocuSigned by: Peter Alldread
474BDB2A0409406...

Witness signature  DocuSigned by: Peter Alldread
7FF3559D0A0A3427...

Witness name: Peter Alldread

Witness address: 47 Thayers farm road

London

BR3 4LY

Address: 6th Floor, 33 Glasshouse Street, London United Kingdom W1B 5DG

Attention: Christina Nayman-Mills

This is Exhibit "F" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed as of the date first written above.

THE BODY SHOP CANADA LIMITED, as Debtor

DocuSigned by:
By Benoit Mennegand
ABF76BE5B1BF499...

Name: Mennegand benoit

Title: Director

AURELIUS IV UK ACQUICO SEVEN LIMITED , as Secured Party

DocuSigned by:
By [Signature]
474BD52A0409406...

Name: Doreen Alldread

Title: Director

CONVENTION D'HYPOTHÈQUE MOBILIÈRE intervenue ce _____.

ENTRE : **THE BODY SHOP CANADA LIMITED** (le « **Débiteur** »)

ET : **AURELIUS IV UK ACQUICO SEVEN LIMITED**
(le « **Créancier** »)

ATTENDU QUE pour garantir les Obligations, le Débiteur s'est engagé à consentir en faveur du Créancier une hypothèque sur les Biens hypothéqués.

ATTENDU QUE la signature de la présente convention par le Débiteur est une condition à l'octroi du crédit à l'Emprunteur par le Créancier en vertu de la Convention de crédit et est dans le meilleur intérêt du Débiteur.

LES PARTIES CONVIENNENT DE CE QUI SUIT :

ARTICLE 1 - INTERPRÉTATION

1.01 Définitions

Sauf s'ils sont autrement définis aux présentes, les termes définis dans la Convention de crédit et utilisés aux présentes ont la signification qui leur est donnée dans la Convention de crédit. Dans cette Hypothèque, et sauf lorsque le contexte s'y oppose :

- (1) « **Biens hypothéqués** » signifie l'universalité des biens meubles du Débiteur, présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils puissent être situés ;
- (2) « **Cas de défaut** » signifie tout défaut aux termes de la Convention de crédit, incluant tout « *Event of Default* » au sens de la Convention de crédit;
- (3) « **Convention de crédit** » signifie le *Loan Agreement* intervenu en date ou environ en date des présentes entre l'Emprunteur et le Créancier et telle que celle-ci peut être amendée, remplacée ou autrement modifiée de temps à autre;
- (4) « **Créances** » signifie les créances du Débiteur, présentes et futures, corporelles et incorporelles, de quelque nature et situées où que ce soit, incluant notamment, mais sans limiter la généralité de ce qui précède, tous les compte-clients, comptes débiteurs, recours, demandes, jugements, droits contractuels, sommes en dépôt, produits de vente, cession ou location de biens, droits ou titres, indemnités payables en vertu d'un contrat d'assurance, les sommes dues au Débiteur ou pouvant devenir exigibles, ainsi que tous les jugements et autres droits, avantages, garanties et sûretés pour les créances qui existent, ou peuvent exister, en faveur du Débiteur, ainsi que tous les livres et comptes, listes de clients, dossiers de clients, et toute autre information relative aux clients et tous les titres, lettres, factures, papiers et documents qui constatent les créances ou s'y rapportent;
- (5) « **Créancier** » a le sens qui lui est attribué à la comparution.
- (6) « **Débiteur** » a le sens qui lui est attribué à la comparution;
- (7) « **Documents de prêt** » signifie l'Hypothèque et la Convention de crédit;
- (8) « **Emprunteur** » signifie The Body Shop International Limited;

- (9) « **Hypothèque** » signifie la présente convention d'hypothèque mobilière, y compris son préambule et ses annexes, le cas échéant; les expressions « aux présentes », « des présentes », la « présente Hypothèque » ainsi que toute autre expression similaire réfèrent à cette Hypothèque dans son entièreté et non à toute partie de celle-ci;
- (10) « **Obligations** » signifie toutes les obligations du Débiteur et de l'Emprunteur à l'égard du Créancier, présentes et futures, directes et indirectes, de quelque nature que ce soit (qu'elles aient été contractées seul par le Débiteur ou avec d'autres personnes) résultant des Documents de prêt;
- (11) « **Personne** » signifie tout individu, compagnie, société par actions, société de personnes, société en nom collectif, société en commandite, syndicat, association, fiducie, autorité gouvernementale ou tout autre organisme ou entité, quelle qu'en soit la désignation ou la constitution;

1.02 Droit applicable

L'Hypothèque est régie et interprétée par les lois en vigueur dans la province de Québec.

ARTICLE 2 - CONSTITUTION DE L'HYPOTHÈQUE

2.01 Hypothèque

Pour garantir les Obligations, le Débiteur consent en faveur du Créancier une hypothèque sur les Biens hypothéqués pour une somme de douze millions de dollars (12 000 000 \$), avec intérêt à compter de la date de la présente convention au taux de 25% l'an.

ARTICLE 3 - DÉCLARATIONS DU DÉBITEUR

3.01 Nom

Le nom du Débiteur apparaissant au début de cette convention est exact.

3.02 Créances

Les Créances faisant partie des Biens hypothéqués n'ont pas été cédées à un tiers.

3.03 Titre

Aucun des Biens hypothéqués n'est actuellement retenu par un créancier.

3.04 Contravention

La signature de cette Hypothèque ne contrevient à aucune convention à laquelle le Débiteur est partie.

3.05 Titre

Le Débiteur déclare au Créancier qu'il a un titre bon et valable sur les Biens hypothéqués.

ARTICLE 4 - ENGAGEMENTS DU DÉBITEUR

4.01 Efficacité continue de l'hypothèque

Le Débiteur accomplira tous les actes et signera tous les documents nécessaires pour que l'hypothèque constituée aux termes de la présente Hypothèque ait plein effet et soit constamment opposable aux tiers.

4.02 Changements au contenu des déclarations

Le Débiteur s'engage à informer le Créancier sans délai de tout événement ou situation faisant en sorte que l'une ou l'autre des déclarations faites à l'article 3 puisse devenir ou est devenue erronée ou incomplète ou si l'une ou l'autre des déclarations faites à l'article 3 ne représente plus ou ne représentera plus la situation du Débiteur.

4.03 Documents comptables

Le Débiteur tiendra les livres et registres nécessaires à l'exploitation de son entreprise, comme le ferait un administrateur diligent. Le Débiteur permettra aux représentants du Créancier d'examiner ses livres et registres, d'en faire des copies ou d'en tirer des extraits, d'inspecter l'un ou l'autre de ses biens ou éléments d'actif et de discuter de ses activités et affaires avec ses dirigeants et ses vérificateurs ou experts-comptables.

4.04 Usage des Biens hypothéqués

Le Débiteur ne changera pas l'usage, la destination ou la nature des Biens hypothéqués, ne les mélangera pas avec ceux d'un tiers, ne les incorporera pas dans ceux d'un tiers ni dans un de ses biens immeubles, sauf si le Créancier y consent par écrit.

Le Débiteur protégera et entretiendra adéquatement les Biens hypothéqués et exercera ses activités de façon à en préserver la valeur. Le Débiteur ne louera pas les Biens hypothéqués sans le consentement préalable par écrit du Créancier.

4.05 Respect des lois

Le Débiteur s'engage à se conformer aux lois et règlements le régissant et à ce que soient produits toutes les déclarations ainsi que tous les états financiers et rapports requis en vertu de ces lois et règlements.

4.06 Renseignements

Le Débiteur fournira au Créancier tout renseignement que celui-ci pourrait demander relativement aux Biens hypothéqués ou pour vérifier si le Débiteur se conforme à ses engagements prévus aux présentes. Le Débiteur informera le Créancier de tout fait ou événement de nature à affecter défavorablement la valeur des Biens hypothéqués.

ARTICLE 5 – DISPOSITIONS RELATIVES À CERTAINS BIENS HYPOTHÉQUÉS

5.01 Perception des créances

Le Débiteur peut percevoir les Créances faisant partie des Biens hypothéqués tant que le Créancier ne lui en a pas retiré l'autorisation.

ARTICLE 6 - DROITS DU CRÉANCIER

6.01 Accès aux Biens hypothéqués

Le Créancier pourra de temps à autre, aux frais du Débiteur, faire l'inspection des Biens hypothéqués ou procéder à leur évaluation. À cette fin, le Débiteur permettra au Créancier d'avoir accès aux lieux où se trouvent les Biens hypothéqués ainsi qu'à ses places d'affaires. Le Débiteur permettra également au Créancier d'examiner les registres comptables et documents se rapportant aux Biens hypothéqués ainsi que d'en obtenir des copies. Le Débiteur permettra au Créancier d'obtenir des renseignements relatifs aux Biens hypothéqués auprès des employés, comptables, vérificateurs et consultants du Débiteur, de même qu'auprès de tout gouvernement, municipalité ou organisme public.

6.02 Accomplissement des engagements

Le Créancier pourra, mais sans y être tenu, aux frais du Débiteur, remplir l'un ou l'autre des engagements contractés par le Débiteur aux termes des Documents de prêt.

6.03 Usage des Biens hypothéqués

Si le Créancier a la possession des Biens hypothéqués, il n'aura pas l'obligation de maintenir l'usage auquel les Biens hypothéqués sont normalement destinés ou de faire fructifier les Biens hypothéqués ou d'en continuer l'utilisation ou l'exploitation.

6.04 Vente des Biens hypothéqués

Le Créancier pourra, sans y être tenu, vendre les Biens hypothéqués en sa possession avec ou sans garantie légale, s'il estime de bonne foi que ceux-ci sont susceptibles de diminuer en valeur, de se déprécier ou de déperir.

6.05 Constitution du Créancier à titre de mandataire

Le Débiteur constitue le Créancier son mandataire irrévocable, avec pouvoir de substitution, aux fins d'accomplir tout acte et signer tout document nécessaire ou utile à l'exercice des droits conférés au Créancier en raison de la présente Hypothèque.

ARTICLE 7- DÉFAUTS ET RECOURS

7.01 Recours

Advenant un Cas de défaut, le Créancier pourra exercer tous les recours que la loi lui accorde et il pourra réaliser son hypothèque, notamment en exerçant les droits hypothécaires prévus au *Code civil du Québec*.

7.02 Droits à l'égard des créances

Advenant un Cas de défaut, le Créancier pourra retirer au Débiteur l'autorisation de percevoir les Créances faisant partie des Biens hypothéqués, et le Créancier pourra les percevoir lui-même. Il aura alors droit à une commission raisonnable de perception, qu'il pourra déduire de tout montant perçu. Il pourra également faire des compromis et transiger avec les débiteurs de ces Créances et il pourra accorder des quittances et des mainlevées.

7.03 Autres droits

Aux fins de réaliser l'hypothèque constituée aux termes de la présente convention, sans limiter la généralité des recours que la loi accorde au Créancier,

- (1) le Créancier pourra utiliser, aux frais du Débiteur, les locaux où se trouvent les Biens hypothéqués, de même que les autres biens du Débiteur, et
- (2) le Créancier pourra, aux frais du Débiteur, compléter la fabrication des inventaires faisant partie des Biens hypothéqués et accomplir toute chose nécessaire ou utile à leur vente.

7.04 Vente des Biens hypothéqués

Le Créancier peut se porter acquéreur des Biens hypothéqués vendus dans le cadre de la réalisation de l'hypothèque constituée aux termes de la présente convention. Une telle vente peut avoir lieu sans que le Créancier ne soit tenu d'obtenir une évaluation des biens concernés.

ARTICLE 8- DISPOSITIONS GÉNÉRALES

8.01 Ajout aux autres sûretés

L'hypothèque constituée par cette Hypothèque s'ajoute, et ne se substitue pas, à toute autre hypothèque ou sûreté réelle ou personnelle détenue par le Créancier.

8.02 Garantie continue

L'Hypothèque est une garantie continue qui subsistera malgré l'acquittement occasionnel ou total ou partiel des Obligations.

8.03 Perception des sommes

Toute somme perçue par le Créancier dans l'exercice de ses droits pourra être retenue par le Créancier à titre de Bien hypothéqué, ou être imputée au paiement des Obligations, que celles-ci soient échues ou non. Le Créancier aura le choix de l'imputation de toute somme perçue, dans l'exercice de ses droits aux fins du présent article.

8.04 Aucune renonciation

Les droits et recours du Créancier peuvent être exercés à l'égard de tous les Biens hypothéqués globalement ou à l'égard de chacun d'eux séparément. L'exercice par le Créancier d'un de ses droits ne l'empêchera pas d'exercer tout autre droit lui résultant de la présente convention; les droits du Créancier sont cumulatifs et non alternatifs. Le non-exercice par le Créancier de l'un de ses droits ne constitue pas une renonciation à l'exercice ultérieur de ce droit.

8.05 Aucune exigence d'exercer ses droits

Le Créancier ne sera pas tenu d'exercer les droits lui résultant des présentes et il n'aura aucune responsabilité en raison du non-exercice de ses droits. Le Débiteur s'oblige à faire tout en son pouvoir pour que les créances hypothéquées soient acquittées régulièrement et le Créancier n'aura pas l'obligation de l'informer d'une irrégularité de paiement dont il aurait connaissance. Le Créancier peut exercer les droits lui résultant de la présente Hypothèque sans avoir à exercer ses autres recours contre le Débiteur ou toute autre personne responsable du paiement des Obligations et sans avoir à réaliser toute autre sûreté garantissant celles-ci.

8.06 Diligence raisonnable

Le Créancier n'est tenu d'exercer qu'une diligence raisonnable dans l'exercice de ses droits ou l'accomplissement de ses obligations. De plus, il n'est responsable que de sa faute lourde ou intentionnelle.

8.07 Délégation de droits

Le Créancier peut déléguer à une autre personne l'exercice des droits ou l'accomplissement des obligations lui résultant de la présente Hypothèque; en pareil cas, le Créancier est autorisé à fournir à cette autre personne tout renseignement qu'il possède sur le Débiteur ou sur les Biens hypothéqués.

8.08 Successeurs et cessionnaires

La présente Hypothèque liera le Débiteur envers le Créancier et tout cessionnaire ou successeur de celui-ci, par voie de fusion ou autrement.

8.09 Disposition déclarée inopérante

Si une disposition de la présente Hypothèque était invalide ou sans effet, les autres dispositions conserveront tout leur effet.

(les signatures suivent)

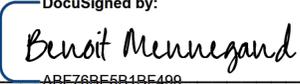
ET LES PARTIES ONT SIGNÉ :

AURELIUS IV UK ACQUICO SEVEN LIMITED

DocuSigned by:

par : _____
4748D52A6409466...
nom : Doreen Alldread
titre : Director
Adresse : 33 Glasshouse Street
w1b 5DG London
Courriel : leo.alldread@aurelius-group.com

THE BODY SHOP CANADA LIMITED

DocuSigned by:

par : _____
ABF76BE5B1BF400...
nom : mennegand benoit
titre : Director
Adresse : 89 jefferson St Apt 5A
Hoboken NJ 07030
Courriel : benoit.mennegand@thebodyshop.com

This is Exhibit "G" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for : ONCORP - DWPV
Reference : abunting
Docket : tbf
Search ID : 961410
Date Processed : 2/21/2024 2:28:30 PM
Report Type : PPSA Electronic Response
Search Conducted on : THE BODY SHOP CANADA LIMITED
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

RESPONSE CONTAINS: APPROXIMATELY 6 FAMILIES and 7 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 6 ENQUIRY PAGE : 1 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 501302754 EXPIRY DATE : 18DEC 2026 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20231218 1404 1462 0081 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: THE BODY SHOP CANADA LTD.
OCN :
04 ADDRESS : 3307 GRANITE GATE
CITY : BURLINGTON PROV: ON POSTAL CODE: L7M0L7
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ENTERPRISE FLEET MANAGEMENT CANADA, INC
09 ADDRESS : 709 MILNER AVE
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B6B6
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 65950 18DEC2026
YEAR MAKE MODEL V.I.N.
11 2024 VOLVO XC40 YV4ER3XK5R2253723
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: ENTERPRISE FLEET MANAGEMENT, INC
17 ADDRESS : 2281 BALL DRIVE
CITY : ST. LOUIS PROV: MO POSTAL CODE: 63146

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 6 ENQUIRY PAGE : 2 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 501451686 EXPIRY DATE : 22DEC 2028 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20231222 1121 1590 4230 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : IND NAME:
 03 BUS NAME: THE BODY SHOP CANADA LIMITED
 OCN :
 04 ADDRESS : 1 YORKDALE ROAD, UNIT 510
 CITY : TORONTO PROV: ON POSTAL CODE: M6A 3A1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 AURELIUS IV UK ACQUICO SEVEN LIMITED
 09 ADDRESS : 33 GLASSHOUSE STREET, 6TH FLOOR
 CITY : LONDON PROV: UK POSTAL CODE: W1B5DG
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11
 12

GENERAL COLLATERAL DESCRIPTION

13 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND
 14 PROCEEDS THEREOF.

15

16 AGENT: DLA PIPER (CANADA) LLP - TORONTO (VINO SHAN)

17 ADDRESS : 6000-100 KING STREET WEST

CITY : TORONTO PROV: ON POSTAL CODE: M5X 1E2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 6 ENQUIRY PAGE : 3 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 760369104 EXPIRY DATE : 25FEB 2024 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20200225 1410 1462 3626 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: THE BODY SHOP CANADA LTD.
OCN :
04 ADDRESS : 791 DEVERON CRESCENT
CITY : NEW YORK PROV: ON POSTAL CODE: N5Z5B6
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ENTERPRISE FLEET MANAGEMENT CANADA, INC
09 ADDRESS : 77 BELFIELD RD STE 100
CITY : TORONTO PROV: ON POSTAL CODE: M9W1G6
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 28107 X
YEAR MAKE MODEL V.I.N.
11 2020 NISSAN ROGUE S 5N1AT2MV9LC769009
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: ENTERPRISE FLEET MANAGEMENT, INC
17 ADDRESS : 9315 OLIVE BLVD
CITY : ST. LOUIS PROV: MO POSTAL CODE: 63132

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 6 ENQUIRY PAGE : 4 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

FILE NUMBER 760369104

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 01 OF 001 MV SCHED: 20230222 1002 1462 9198

21 REFERENCE FILE NUMBER : 760369104

22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 1 CORR PER:

23 REFERENCE DEBTOR/ IND NAME:

24 TRANSFEROR: BUS NAME: THE BODY SHOP CANADA LTD.

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

11

12

13

14

15

16 NAME : ENTERPRISE FLEET MANAGEMENT, INC

17 ADDRESS : 9315 OLIVE BLVD

CITY : ST. LOUIS PROV : MO POSTAL CODE : 63132

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 6 ENQUIRY PAGE : 5 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 793313496 EXPIRY DATE : 15MAY 2026 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20230515 1405 1462 5479 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: THE BODY SHOP CANADA LTD
OCN :
04 ADDRESS : 5658 GLEN ERIN DR
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5M5J2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ENTERPRISE FLEET MANAGEMENT CANADA, INC
09 ADDRESS : 709 MILNER AVE
CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B6B6
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X 38966 15MAY2026
YEAR MAKE MODEL V.I.N.
11 2023 NISSAN ROGUE JN8BT3BB2PW198219
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: ENTERPRISE FLEET MANAGEMENT, INC
17 ADDRESS : 9315 OLIVE BLVD
CITY : ST. LOUIS PROV: MO POSTAL CODE: 63132

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 6 ENQUIRY PAGE : 6 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 793737504 EXPIRY DATE : 29MAY 2026 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20230529 1406 1462 1279 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: THE BODY SHOP CANADA LTD
 OCN :
 04 ADDRESS : 790 DEVERON CRES
 CITY : LONDON PROV: ON POSTAL CODE: N5Z5B6
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ENTERPRISE FLEET MANAGEMENT CANADA, INC
 09 ADDRESS : 709 MILNER AVE
 CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B6B6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X 39519 29MAY2026
 YEAR MAKE MODEL V.I.N.
 11 2023 NISSAN ROGUE JN8BT3BB2PW198365
 12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: ENTERPRISE FLEET MANAGEMENT, INC

17 ADDRESS : 9315 OLIVE BLVD

CITY : ST. LOUIS PROV: MO POSTAL CODE: 63132

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: THE BODY SHOP CANADA LIMITED

FILE CURRENCY: February 20, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 6 OF 6 ENQUIRY PAGE : 7 OF 7

SEARCH : BD : THE BODY SHOP CANADA LIMITED

00 FILE NUMBER : 793737513 EXPIRY DATE : 29MAY 2026 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20230529 1406 1462 1280 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: THE BODY SHOP CANADA LTD
 OCN :
 04 ADDRESS : 75 GAIL PARKS CRES
 CITY : NEWMARKET PROV: ON POSTAL CODE: L3X3B9
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 ENTERPRISE FLEET MANAGEMENT CANADA, INC
 09 ADDRESS : 709 MILNER AVE
 CITY : SCARBOROUGH PROV: ON POSTAL CODE: M1B6B6
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X 36386 29MAY2026
 YEAR MAKE MODEL V.I.N.
 11 2023 NISSAN ROGUE JN8BT3BB1PW198454
 12

GENERAL COLLATERAL DESCRIPTION

13
 14
 15

16 AGENT: ENTERPRISE FLEET MANAGEMENT, INC
 17 ADDRESS : 9315 OLIVE BLVD
 CITY : ST. LOUIS PROV: MO POSTAL CODE: 63132
 LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Business Debtor - "The Body Shop Canada Limited"

Search Date and Time: February 26, 2024 at 1:01:03 pm Pacific time
Account Name: Not available.

TABLE OF CONTENTS

2 Matches in 2 Registrations in Report

Exact Matches: 2 (*)

Total Search Report Pages: 5

	Base Registration	Base Registration Date	Debtor Name	Page
1	625741P	June 26, 2023	* THE BODY SHOP CANADA LTD.	2
2	985899P	December 22, 2023	* THE BODY SHOP CANADA LIMITED	4

Base Registration Number: 625741P

Registration Description: PPSA SECURITY AGREEMENT
Act: PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time: June 26, 2023 at 9:52:26 am Pacific time
Current Expiry Date and Time: June 26, 2026 at 11:59:59 pm Pacific time
 Expiry date includes subsequent registered renewal(s)
Trust Indenture: No

CURRENT REGISTRATION INFORMATION

(as of February 26, 2024 at 1:01:03 pm Pacific time)

Secured Party Information

ENTERPRISE FLEET MANAGEMENT CANADA, INC **Address**
 13160 88 AVE
 SURREY BC
 V3W 3K3 Canada

Debtor Information

THE BODY SHOP CANADA LTD. **Address**
 2538 MENDHAM ST
 ABBOTSFORD BC
 V2S 4K7 Canada

Vehicle Collateral

Type	Year	Make/Model	Serial/VIN/DOT Number
Motor Vehicle (MV)	2023	NISSAN / ROGUE	JN8BT3BB9PW198055

General Collateral

None.

Original Registering Party**ENTERPRISE FLEET MANAGEMENT,
INC****Address**

9315 OLIVE BLVD
ST. LOUIS MO
63132 United States of America



Base Registration Number: 985899P

Registration Description:	PPSA SECURITY AGREEMENT
Act:	PERSONAL PROPERTY SECURITY ACT
Base Registration Date and Time:	December 22, 2023 at 8:22:12 am Pacific time
Current Expiry Date and Time:	December 22, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s)
Trust Indenture:	No

CURRENT REGISTRATION INFORMATION

(as of February 26, 2024 at 1:01:03 pm Pacific time)

Secured Party Information**AURELIUS IV UK ACQUICO SEVEN LIMITED****Address**33 GLASSHOUSE STREET, 6TH FLOOR
LONDON
W1B 5DG United Kingdom**Debtor Information****THE BODY SHOP CANADA LIMITED****Address**1 YORKDALE ROAD, UNIT 510
TORONTO ON
M6A 3A1 Canada**Vehicle Collateral**

None

General Collateral**Base Registration General Collateral:**

All of the Debtor's present and after acquired personal property and proceeds thereof

Original Registering Party

**DLA PIPER (CANADA) LLP -
TORONTO (VINO SHAN)**

Address

100 KING STREET WEST
TORONTO ON
M5X 1E2 Canada



Search ID #: Z17090437

Transmitting PartyWEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)10011 170 STREET
EDMONTON, AB T5P 4R5Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05192667-144606

Search ID #: Z17090437

Date of Search: 2024-Feb-26

Time of Search: 14:01:08

Business Debtor Search For:

THE BODY SHOP CANADA LIMITED

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z17090437

Business Debtor Search For:

THE BODY SHOP CANADA LIMITED

Search ID #: Z17090437

Date of Search: 2024-Feb-26

Time of Search: 14:01:08

Registration Number: 20051800301

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-May-18

Registration Status: Current

Expiry Date: 2024-May-18 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

23050306337

Renewal

2023-May-03

Debtor(s)**Block****Status**

1 THE BODY SHOP CANADA LTD.
148 LAFAYETTE STREET
NEW YORK, AB T1Y6J1

Current

Secured Party / Parties**Block****Status**

1 ENTERPRISE FLEET MANAGEMENT CANADA, INC
77 BELFIELD RD STE 100
TORONTO, ON M9W1G6
Email: e516wf@efleets.com

Current

Collateral: Serial Number Goods**Block****Serial Number****Year****Make and Model****Category****Status**

1 5N1AT2MV9LC775456 2020 NISSAN ROGUE MV - Motor Vehicle Current

Search ID #: Z17090437

Business Debtor Search For:

THE BODY SHOP CANADA LIMITED

Search ID #: Z17090437

Date of Search: 2024-Feb-26

Time of Search: 14:01:08

Registration Number: 23032713283

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Mar-27

Registration Status: Current

Expiry Date: 2026-Mar-27 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 THE BODY SHOP CANADA LTD
1429 115 A ST NW
EDMONTON, AB T6J7A8

Current

Secured Party / Parties**Block****Status**

1 ENTERPRISE FLEET MANAGEMENT CANADA INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JN8BT3BB9PW197262	2023	NISSAN ROGUE	MV - Motor Vehicle	Current

Search ID #: Z17090437

Business Debtor Search For:

THE BODY SHOP CANADA LIMITED

Search ID #: Z17090437

Date of Search: 2024-Feb-26

Time of Search: 14:01:08

Registration Number: 23061224294

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jun-12

Registration Status: Current

Expiry Date: 2026-Jun-12 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 THE BODY SHOP CANADA LTD
165 EVANSPARK GARDEN NW, 5TH FLOOR
CALGARY, AB T3P0B1

Current

Secured Party / Parties**Block****Status**

1 ENTERPRISE FLEET MANAGEMENT CANADAN INC
5821 6 ST SE
CALGARY, AB T2H1M4
Email: E23BVN@EFLEETS.COM

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JN8BT3BB5PW201551	2023	NISSAN ROGUE	MV - Motor Vehicle	Current

Search ID #: Z17090437

Business Debtor Search For:

THE BODY SHOP CANADA LIMITED

Search ID #: Z17090437

Date of Search: 2024-Feb-26

Time of Search: 14:01:08

Registration Number: 23122208936

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Dec-22

Registration Status: Current

Expiry Date: 2028-Dec-22 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block****Status**

1 THE BODY SHOP CANADA LIMITED
1 YORKDALE ROAD, UNIT 510
TORONTO, ON M6A 3A1

Current

Secured Party / Parties**Block****Status**

1 AURELIUS IV UK ACQUICO SEVEN LIMITED
33 GLASSHOUSE STREET, 6TH FLOOR
LONDON, XX W1B 5DG
Email: christina.nayman-mills@aurelius-group.com

Current

Collateral: General**Block****Description****Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
AND PROCEEDS THEREOF.

Current

Result Complete



Saskatchewan Personal Property Registry Search Result

Searching Party: OnCorp Direct Inc.
Search Date: 27-Feb-2024 14:46:02
Search Type: Standard

Search #: 204361106
Client Reference:
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

THE BODY SHOP CANADA LIMITED

The following list displays all matches & indicates the ones that were selected.
 3 Registration(s) Found: Exacts (1) - Similar (2)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302500434	Personal Property Security Agreement	THE BODY SHOP CANADA LIMITED	Toronto	N/A
Yes	Similar	101354005	Personal Property Security Agreement	THE BODY SHOP	Saskatoon	N/A
Yes	Similar	119693706	Personal Property Security Agreement	THE BODY SHOP	Saskatoon	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Dec-2023 10:21:14

Registration #: 302500434
Expiry Date: 31-Dec-2028

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	154279289-1	Address:	100 King Street West
Entity Type:	Business		Toronto, Ontario
Name:	DLA Piper (Canada) LLP - Toronto James Padwick		M5X1E2 Canada

Secured Party

Item #:	1	Address:	33 Glasshouse Street, 6th Floor
Party ID:	154279291-1		London, GB
Entity Type:	Business		W1B5DG
Name:	AURELIUS IV UK ACQUICO SEVEN LIMITED		Other

Debtor Party

* Item #:	1	Address:	1 Yorkdale Road, Unit 510
Party ID:	154279290-1		Toronto, Ontario
Entity Type:	Business		M6A3A1
Name:	THE BODY SHOP CANADA LIMITED		Canada

General Property

All of the Debtor's present and after acquired personal property and proceeds thereof.



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement

Registration Date: 31-May-1991 09:26:00

Registration #: 101354005

Expiry Date: Infinity

Event Type: Amendment

Transaction Reason: Regular

Notations

Trust Indenture: No

Purchase Money Interest Claimed: Yes

Proceeds Claimed: Yes

Registrant

Party ID:	150003271-1	Address:	321-21ST STREET EAST
Entity Type:	Business		SASKATOON, SK
Name:	HSBC BANK CANADA		S7K0C1 Canada

Secured Party

Item #:	1	Address:	321 21ST STREET EAST
Party ID:	101680996-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0C1
Name:	HSBC BANK CANADA		Canada

Debtor Party

Item #:	1	Address:	C/O 1ST AVENUE AND 21ST ST.
Party ID:	100197711-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K1J9
Name:	TREK 2000 CORPORATION		Canada

* Item #:	2	Address:	1ST AVENUE AND 21ST STREET
Party ID:	100197712-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K1J9
Name:	THE BODY SHOP		Canada

General Property

ALL OF THE PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTORS.

Old Registration Number(s)

03912074

History - Setup

Registration Type: Personal Property Security Agreement

Registration Date: 31-May-1991 09:26:00

Registration #: 101354005

Transaction #: 1

Expiry Date: Infinity

Event Type: Setup

Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Notations

Trust Indenture: No
 Purchase Money Interest Claimed: Yes
 Proceeds Claimed: Yes

Registrant

Party ID:	100001032-1	Address:	1500-410 22ND ST E
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	MACPHERSON, LESLIE & TYERMAN,		S7K5T6 Canada

Secured Party

Item #:	1	Address:	224 4TH AVENUE SOUTH
Party ID:	100020342-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K5M5
Name:	HONGKONG BANK OF CANADA		Canada

Debtor Party

Item #:	1	Address:	C/O 1ST AVENUE AND 21ST ST.
Party ID:	100197711-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K1J9
Name:	TREK 2000 CORPORATION		Canada
 Item #:	 2	 Address:	 1ST AVENUE AND 21ST STREET
Party ID:	100197712-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K1J9
Name:	THE BODY SHOP		Canada

General Property

ALL OF THE PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTORS.

History - Amendment

Amendment Date: 03-Feb-2010 13:18:05

Registration #: 101354005

Transaction #: 2

Event Type: Amendment
 Transaction Reason: Regular

Registrant

Party ID:	150003271-1	Address:	321-21ST STREET EAST
Entity Type:	Business		SASKATOON, SK
Name:	HSBC BANK CANADA		S7K0C1 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Update	Address:	321 21ST STREET EAST
Item #:	1		Saskatoon, Saskatchewan
Party ID:	101680996-1		S7K0C1
Entity Type:	Business		Canada
Name:	HSBC BANK CANADA		



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement

Registration Date: 14-Jul-2003 16:00:18

Registration #: 119693706

Expiry Date: 14-Jul-2033

Event Type: Amendment

Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152167111-1	Address:	939 EGLINTON AVE. EAST, SUITE 201
Entity Type:	Business		TORONTO, Ontario
Name:	D+H LIMITED PARTNERSHIP		M4G4H7 Canada

Secured Party

Item #:	1	Address:	321-21ST STREET EAST
Party ID:	100603183-33		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0C1
Name:	HSBC BANK CANADA		Canada

Debtor Party

Item #:	1	Address:	#1 301 PAKWA PLACE
Party ID:	102474885-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6A3
Name:	TREK 2000 CORPORATION		Canada
* Item #:	2	Address:	#1-301 PAKWA PLACE
Party ID:	102474891-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6A3
Name:	THE BODY SHOP		Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONALPROPERTY OF EVERY NATURE AND KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, BILLS OF EXCHANGE, INSURANCE PROCEEDS, CHATTEL PAPER, INTANGIBLES, MOTOR VEHICLES AND ALL OTHER AFTER- ACQUIRED PROPERTY CONSTITUTING PROCEEDS.

History - Setup

Registration Type: Personal Property Security Agreement

Registration Date: 14-Jul-2003 16:00:18

Registration #: 119693706

Transaction #: 1

Expiry Date: 14-Jul-2008

Event Type: Setup

Transaction Reason: Regular

Notations

Trust Indenture: No



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	100603183-33	Address:	321-21ST STREET EAST
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	HSBC BANK CANADA		S7K0C1 Canada

Secured Party

Item #:	1	Address:	321-21ST STREET EAST
Party ID:	100603183-33		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0C1
Name:	HSBC BANK CANADA		Canada

Debtor Party

Item #:	1	Address:	#1 301 PAKWA PLACE
Party ID:	102474885-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6A3
Name:	TREK 2000 CORPORATION		Canada
Item #:	2	Address:	#1-301 PAKWA PLACE
Party ID:	102474891-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6A3
Name:	THE BODY SHOP		Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONALPROPERTY OF EVERY NATURE AND KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, BILLS OF EXCHANGE, INSURANCE PROCEEDS, CHATTEL PAPER, INTANGIBLES, MOTOR VEHICLES AND ALL OTHER AFTER- ACQUIRED PROPERTY CONSTITUTING PROCEEDS.

History - Amendment

Amendment Date: 10-Jun-2008 15:29:38

Registration #: 119693706

Transaction #: 2

Expiry Date: 14-Jul-2013

Event Type: Amendment

Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150003271-1	Address:	321-21ST STREET EAST
Entity Type:	Business		SASKATOON, SK
Name:	HSBC BANK CANADA		S7K0C1 Canada

History - Amendment

Amendment Date: 19-Jun-2013 15:52:02

Registration #: 119693706

Transaction #: 3

Expiry Date: 14-Jul-2023



Saskatchewan Personal Property Registry Search Result

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	151220943-1	Address:	939 EGLINTON AVE. EAST, SUITE 201
Entity Type:	Business		TORONTO, Ontario
Name:	CANADIAN SECURITIES REGISTRATION SYSTEMS		M4G4H7 Canada

History - Amendment

Amendment Date: 08-Jun-2023 14:27:10

Registration #: 119693706

Transaction #: 4

Expiry Date: 14-Jul-2033

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	152167111-1	Address:	939 EGLINTON AVE. EAST, SUITE 201
Entity Type:	Business		TORONTO, Ontario
Name:	D+H LIMITED PARTNERSHIP		M4G4H7 Canada

End of Search Result

Sue Shaunessy



Logoff

Services**Account Services**Account
Statements**Registration
Services**Financing
Statement

Change Statement

Discharge
Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration
Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration
History

Contact Us

eRegistration

Land Titles Online

Plan Deposit
Submission

Title Check

Account
Information**Business Debtor**Search
ResultsPrint
RequestsMailing
Information

Payment

Help

Search by Business DebtorDate: 2024-02-27
Time: 2:48:17 PM
Transaction Number: 10272479440
User ID: Sue Shaunessy

Business Name: THE BODY SHOP CANADA LIMITED

1 exact match was found.**0 similar matches were found.****EXACT MATCHES**

Business Debtor Name	No. of Registrations
1. THE BODY SHOP CANADA LIMITED	1

1. THE BODY SHOP CANADA LIMITED

1.1 THE BODY SHOP CANADA LIMITED: Registration 202321135503 (2023-12-22 10:18:24 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2028-12-31
Debtor Address	1 Yorkdale Road, Unit 510 Toronto, ON CA M6A 3A1
Secured Parties (party code, name, address)	AURELIUS IV UK ACQUICO SEVEN LIMITED 33 Glasshouse Street, 6th Floor London, England GB W1B 5DG
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

[Back to Top](#)**END OF EXACT MATCHES****Additional Options:**

To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.

To start a new search, please select the "New Search" button:

New Search

Search
ResultsPrint
RequestsMailing
Information

Payment

[Printer Friendly Version](#)

Privacy

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:01 (Atlantic)
Transaction Number:	25315601
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	39387741	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 39387741

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	39387741	2023-12-22 12:39	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE BODY SHOP CANADA LIMITED
 1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:02 (Atlantic)
Transaction Number:	25315613
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	38896395	THE BODY SHOP CANADA LIMITED	Toronto
	*	37880374	THE BODY SHOP CANADA LTD	DARTMOUTH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 38896395

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38896395	2023-12-22 12:34	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE BODY SHOP CANADA LIMITED

1 Yorkdale Road, Unit 510
Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

Registration Details for Registration Number: 37880374

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	37880374	2023-05-23 12:35	2026-05-23	26QLS3 CU01

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE BODY SHOP CANADA LTD
6 GRIFFIN PL
DARTMOUTH NS B2V2N6
Canada

Secured Parties

Type: Enterprise
ENTERPRISE FLEET MANAGEMENT CANADA, INC
709 MILNER AVE
SCARBOROUGH ON M1B6B6
Canada

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
JN8BT3BB8PW199620	Motor Vehicle	2023 NISSAN ROGUE	37880374	

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:01 (Atlantic)
Transaction Number:	25315606
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	21386677	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 21386677

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	21386677	2023-12-22 12:37	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE BODY SHOP CANADA LIMITED
1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:05 (Atlantic)
Transaction Number:	25315628
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	6424407	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 6424407

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6424407	2023-12-22 12:28	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE BODY SHOP CANADA LIMITED
 1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nunavut
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:05 (Atlantic)
Transaction Number:	25315623
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	559005	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 559005

Province or Territory: Nunavut
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	559005	2023-12-22 12:30	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE BODY SHOP CANADA LIMITED
 1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Northwest Territories
Type of Search:	Debtors (Enterprise)
Search Criteria:	The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-02-26 17:02 (Atlantic)
Transaction Number:	25315609
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	1994220	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 1994220

Province or Territory: Northwest Territories
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	1994220	2023-12-22 12:32	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE BODY SHOP CANADA LIMITED
 1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Yukon
Type of Search: Debtors (Enterprise)
Search Criteria: The Body Shop Canada Limited
Date and Time of Search (YYYY-MM-DD hh:mm): 2024-02-26 17:06 (Atlantic)
Transaction Number: 25315630
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	9438637	THE BODY SHOP CANADA LIMITED	Toronto

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 9438637

Province or Territory: Yukon
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	9438637	2023-12-22 12:20	2028-12-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE BODY SHOP CANADA LIMITED
 1 Yorkdale Road, Unit 510

Toronto ON M6A 3A1
Canada

Secured Parties

Type: Enterprise
AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, 6th Floor
London - W1B 5DG
GB

General Collateral

All of the Debtor's present and after acquired personal property and proceeds thereof.

END OF REPORT



Date, heure, minute de certification : **2024-02-26 10:59**

Critère de recherche Nom d'organisme : **The Body Shop Canada Limited**

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 24-0020790-0001	2024-01-10	09:00

Date, heure, minute de certification : **2024-02-26 10:59**

Critère de recherche Nom d'organisme : **The Body Shop Canada Limited**

Noms présentant des similarités (20)

Nom	Code postal	Nombre de fiches détaillées
 ATTIVO LAVAL BODYSHOP LTD	H7R 3X8	
 ATTIVO LAVAL BODYSHOP LTD CARROSSERIE ATTIVO LAVA...	H7R 3X8	
 BATH & BODY WORKS CANADA CORP	B3J 0J2	
 BEAUDIER INC	H3B 4W5	
 BODY ID	H4N 1H2	
 CANADAA INC	J5C 1W2	
 CARROSSERIE ATTIVO LAVAL LTEE ATTIVO LAVAL BODYSH...	H7R 3X8	
 CHABOT BODY SHOP INC	G5V 4S5	
 CUSTOM RIDES MECHANIC & BODY SHOP	H7L 3W3	
 DES CANADA	H4S 1X7	
 GAMING SHOP CANADA INC	H4C 2K1	
 IDEAL BODY	H4A 1G8	
 LES ATELIERS PELLETIER LTEE PELLETIER BODY SHOP L...	J8P 1G5	
 NDG INTERNATIONAL SPORTS CARS BODY SHOP LTD	H4A 2G1	
 PELLETIER BODY SHOP LTD	J8P 1G5	
 PREFERENCE BODY	J6Y 1S9	
 STEPCAR BODY SHOP	G2N 1T9	
 STEPHEN BAUDI INC	H3X 3S2	
 THE HEALTH & BODY SHOP MAXIDENT	H2T 2W8	
 TRAILER SHOP CANADA	J0H 1B0	

Date, heure, minute de certification : **2024-02-26 10:59****Critère de recherche** Nom d'organisme : **The Body Shop Canada Limited****Critère de sélection** Nom d'organisme :

THE BODY SHOP CANADA LTD

Code Postal :

M6A3A1

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 24-0020790-0001	2024-01-10	09:00

Date, heure, minute de certification : 2024-02-26 10:59

Critère de recherche Nom d'organisme : The Body Shop Canada Limited

Critère de sélection Nom d'organisme : THE BODY SHOP CANADA... Code Postal : M6A3A1

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
24-0020790-0001	2024-01-10 09:00	2034-01-10

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

AURELIUS IV UK ACQUICO SEVEN LIMITED
33 Glasshouse Street, London, United Kingdom, W1B 5DG

Constituant

THE BODY SHOP CANADA LIMITED
510-1 Yorkdale Road, Toronto, Ontario M6A 3A1

BIENS

L'universalité des biens meubles de THE BODY SHOP CANADA LIMITED (le "Débiteur"), présents et à venir, corporels et incorporels, de quelque nature qu'ils soient et où qu'ils puissent être situés (les "Biens hypothéqués").

MENTIONS

Somme de l'hypothèque

12 000 000\$ avec intérêt à compter du 9 janvier 2024 au taux de 25% l'an.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2024-01-09

Autres mentions :

Le Débiteur peut percevoir les Créances faisant partie des Biens hypothéqués tant que AURELIUS IV UK ACQUICO SEVEN LIMITED ne lui en a pas retiré l'autorisation.

"Créances" signifie les créances du Débiteur, présentes et futures, corporelles et incorporelles, de quelque nature et situées où que ce soit, incluant notamment, mais sans limiter la généralité de ce qui précède, tous les compte-clients, comptes débiteurs, recours, demandes, jugements, droits contractuels, sommes en dépôt, produits de vente, cession ou location de biens, droits ou titres, indemnités payables en vertu d'un contrat d'assurance, les sommes dues au Débiteur ou pouvant devenir exigibles, ainsi que tous les jugements et autres droits, avantages, garanties et sûretés pour les créances qui existent, ou peuvent exister, en faveur du Débiteur, ainsi que tous les livres et comptes, listes de clients, dossiers de clients, et toute autre information relative aux clients et tous les titres, lettres, factures, papiers et documents qui constatent les créances ou s'y rapportent.

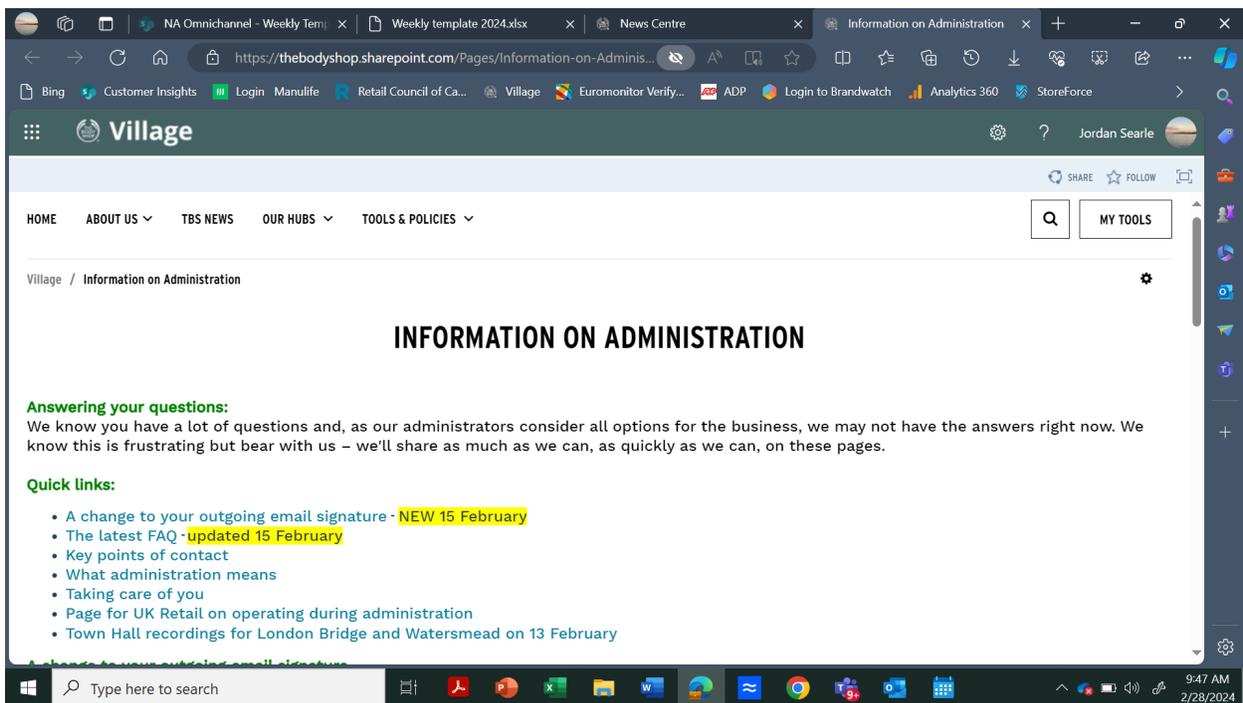
This is Exhibit "H" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES



A change to your outgoing email signature
You may have noticed that your signature on outgoing emails has been updated. This has been done for us by our IT team at the request of our administrators. It's both a legal requirement and standard practice when a business is in administration and is done for the benefit of all colleagues sending out any external comms.

Key points of contact
Colleague Questions
If you have any questions please contact: colleague.communications@thebodyshop.com. We'll answer them as soon as we can.

Supplier Questions
If you have been approached by a supplier please send the emails to: BodyShopCreditors@frpadvisory.com

Media Queries
Please share any media enquiries on this issue directly with [Alex Fulton](#)

Overview
On 13 February 2024, the Directors of The Body Shop International appointed administrators to help the UK business take the next step in our turnaround plan.

As you are aware, we have faced an extended period of financial challenges. This has coincided with a difficult trading environment for the wider retail sector. Despite having taken swift action in the last month, including proposing the closure of The Body Shop At Home and selling our business across most of Europe and in parts of Asia, we now need to restructure the UK business in order to stabilise it and position it as a profitable business for the long-term.

As you are aware, we have faced an extended period of financial challenges. This has coincided with a difficult trading environment for the wider retail sector. Despite having taken swift action in the last month, including proposing the closure of The Body Shop At Home and selling our business across most of Europe and in parts of Asia, we now need to restructure the UK business in order to stabilise it and position it as a profitable business for the long-term.

What does this mean?
Administration is an Insolvency process governed by statute under the Insolvency Act 1986. This means that the executive powers of the Company's directors have now ceased, with all executive and operational decisions now being made by the Joint Administrators and their staff.

In our case these administrators are Tony Wright, Geoff Rowley and Alastair Massey of FRP Advisory Trading Limited.

Taking this approach, provides the stability, flexibility and security to find and implement the best means of restructuring the business and revitalising this iconic British brand. The Joint Administrators will now consider all options for the business and will update creditors and employees in due course.

Who does this impact?
This announcement **only** impacts the UK Business including Global Functions roles based in the UK, the UK Market Team, UK head office (London Bridge and Watersmead), store teams and the DC.

This news does not impact our Global Head Franchise Partners or markets outside the UK.

What happens now?
Given the Administrators are pursuing a rescue of the Company as a going concern, for now it is business as usual. The Joint Administrators will now

NA Omnichannel - Weekly Tem... Weekly template 2024.xlsx News Centre Information on Administration

https://thebodyshop.sharepoint.com/Pages/Information-on-Adminis...

Bing Customer Insights Login Manulife Retail Council of Ca... Village Euromonitor Verify... ADP Login to Brandwatch Analytics 360 StoreForce

Village Jordan Searle

SHARE FOLLOW

What happens now?

Given the Administrators are pursuing a rescue of the Company as a going concern, for now it is business as usual. The Joint Administrators will now begin a period of assessment to establish the current position of the UK business and decide the next steps, with a focus on determining the best way forward for our iconic brand.

Our stores, e-commerce, At Home and our ambassador programme will continue trading as normal. Our DC is operating and our London Bridge and Watersmead offices are also open. Our global colleagues are continuing to support our international and Head Franchise colleagues.

Town Hall Recordings - 13 February

- London Bridge
- Watersmead

Taking care of you

We know this is a challenging time for everyone, but this action is necessary to secure the future of the business and brand. Do what you can to support each other and access all the support resources we have in place for you [here on the Wellbeing Hub](#).

THE BODY SHOP

ABOUT THIS PAGE USEFUL LINKS SOCIAL MEDIA FURTHER INFORMATION

Type here to search

9:47 AM 2/28/2024

This is Exhibit "1" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Benoit Mennegand
Sent: February 26, 2024 10:09 AM
To: Jordan Searle
Subject: FW: Message from TBSI's Administrators (FRP)

From: Paulo Amorim <Paulo.Amorim@thebodyshop.com>
Sent: Tuesday, February 13, 2024 12:59 PM
To: Benoit Mennegand <Benoit.Mennegand@thebodyshop.com>; Mandie Drummond <Mandie.Drummond@thebodyshop.com>; Amelia Vincent <Amelia.Vincent@thebodyshop.com>; Aminata GUEYE <Aminata.GUEYE@thebodyshop.com>; Patrick Donnan <Patrick.Donnan@frpadvisory.com>
Cc: Greg Kerr <Greg.Kerr@thebodyshop.com>; Qasar Qayyum <Qasar.Qayyum@thebodyshop.com>; Tyler Reddien <Tyler.Reddien@thebodyshop.com>; Benedict Freely <benedict.freely@aureliusinvest.de>; Zeeshan Arif <Zeeshan.Arif@thebodyshop.com>; Sue Nock <Sue.Nock@thebodyshop.com>; Mark Davis <Mark.Davis@thebodyshop.com>; Andrew McCrea <Andrew.McCrea@thebodyshop.com>; Tom Porter <Tom.Porter@thebodyshop.com>
Subject: Message from TBSI's Administrators (FRP)

Hi Everyone, please find below a message we were asked to share on behalf the TBSI Administrators in the UK (for TBSI). I've added the contact details of a point of contact at FRP (Patrick) who will be leading the relationship with the TBSI's sub so that you can follow-up directly, as moving forward they are the only ones with access to the TBSI's bank accounts and you can reach out directly as the Global Finance Team can no longer manage the balances.

Regards,
Paulo

@Patrick Donnan, please feel free to add any comments in case I missed something;

@Aminata GUEYE, I copied you as I believe the sale of the France legal entity hasn't been completed yet, so it's also applicable for that market;

***Please pass on this message as deemed appropriate.**

THE BODY SHOP INTERNATIONAL LIMITED (IN ADMINISTRATION) ("TBSI")

I can confirm that Tony Wright, Geoff Rowley, and Alastair Massey of FRP Advisory were appointed Joint Administrators of The Body Shop International Limited earlier today.

We are aware that that TBSI's overseas subsidiaries have funding needs, and we are working with management to assess the same. Please could I ask that you bear with us as we address a number of pressing matters following our appointment.

As a result of the administration the cash pooling arrangement is no longer in place. Therefore, cash balances from today's trading onwards will not be swept to TBSI, and those funds can be applied in line with your directions. We are aware that TBSI will need to process these payments on your behalf and would therefore ask any requests are accompanied by approval from one of your local directors.

Patrick Donnan

Director

Restructuring Advisory

DDI: +44(0)20 3005 4212

Mob: +44(0)7775 545 429

Tel: +44(0)20 3005 4000

patrick.donnan@frpadvisory.com

FRP Advisory Trading Limited

110 Cannon Street

London EC4N 6EU

FRP



[→ Visit our website](#)



 EIGHT INTERNATIONAL

This is Exhibit "J" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Jordan Searle
Sent: February 13, 2024 5:19 PM
To: Katrina Wright
Cc: Benoit Mennegand; Patrick Donnan
Subject: The Body Shop N. America. ACTION REQUIRED
Attachments: Termination list.xlsx; 4100 - 08.02.2024 Final.xlsx; 4040 - 08.02.2024 Final.xlsx

Importance: High

Dear Katrina,

Look forward to hearing from you on future framework. Right now, our concern is bringing the North American business to a positive cash flow as quickly as possible. As well as some proposed actions (detailed below) we do have some questions as well:

- We have been defaulting on payment in N. America since December (not all but some). We now have a significant backlog (see below and attached). Where is the cash that was pooled from the N. America org over the last 6-8 weeks? Can we ensure that these payments are made? We need funding to bring this back to normal/on time before we can use market cash flow to fund the market.
 - o **USA (excel file 4040) : based on the attached report we have currently \$2,759K outstanding payment, we initially we supposed to received funding of \$627K to pay the priority #1 related to either Ecom and Wholesale suppliers and to cover legal risk on some store we are at risk of losing an early termination notice.**
 - o **CANADA (excel file 4100) : based on the attached report we have currently \$2,104K outstanding payment, we initially we supposed to received funding of \$305K to pay the priority #1 related to either Ecom or Wholesale suppliers.**
- Shall we put on hold/cancel the DC sale (**\$15M**) since we do not have the money available to finance the transaction for escrow/security deposit (**between 4-5M\$**) and potentially pay the rent after the transaction close? We need clarity on who will benefit from the cash outflow from this transaction.
- We have a high concern on ensuring payroll in the coming months/weeks can we get clarity if the payroll will still be funded by the group and the cash generated in N. America will fund only 3rd party vendors. Nevertheless, we will accelerate our org downsizing that was planned. As a result of this we will be terminating employment of 31 full time employees across N. America (21 USA and 10 Canada). This will reduce yearly employment costs by \$2.2M in USA and \$1.1M in Canada (this is only gross salary and does not include related employment costs). Even when factoring some severance pay, these redundancies will help to reduce cash burn dramatically in the long run and will be **implemented on Tuesday 20th Feb.**
- We have massive risk on payments to landlords and we have started to receive demand notices. We were in the process of signing these leases, however, due to non-payment there is every possibility that they will be put on hold, stop the lease renewal process and the LL could request we leave the space. Below are the key location at risk of not being renewed. as you can see, they are all highly profitable. Furthermore, defaulting on some store leases will have an impact on other properties with a high probability in closure of stores (note, in Canada 3 landlords operate 80% of the 106 stores we trade from).
- There is also a risk on these stores due to confirmed CAPEX investment. If this is not made as agreed with the landlords, we will default on lease renewal and lose the stores.

Store #	Property Name	Landlord	BUDGET Status	Early	End Lease	BM Comments	Real Estate decision	TO 2019
---------	---------------	----------	---------------	-------	-----------	-------------	----------------------	---------

1779	Cross iron Mills	Ivanhoe Cambridge	Open	1/31/2024	1/31/2024	Full workshop 2024 500K Relocation	10-year extension with 5-year break clause	1,174,513
1482	Polo Park Shopping Centre	Cadillac Fairview	Open	1/31/2024	1/31/2024	Full workshop 2025 #1 400K	10-year extension with 5-year break clause	1,198,926
1968	Toronto Premium Outlets	Simon	Open	1/31/2024	1/31/2024	Full workshop 2024 455K	10-year extension with no break clause	1,711,666
1418	Chinook Centre	Cadillac Fairview	Open	6/30/2024	6/30/2024	Full workshop 2024 550K Relocation	10 years with 5-year break clause	1,311,075

- Another area of the business that is currently at risk is our wholesale business. With unclear communication and slow resolution of payments and activities we are at high risk of losing these profitable customers (and new business opportunities).
- We also have huge brand equity risk due to non-payment of media and PR partners. Delinquency here will impact our ability to keep vendor sweet elsewhere and to continue to generate sales through our distribution.

We await your prompt response.

Kind regards,

Jordan Searle
General Manager, North America

Jordan.Searle@thebodyshop.com

+1 6478281009

The Body Shop Canada | 1 Yorkdale Road, Suite 510 | Toronto, ON, Canada | M6A 3A1

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP

Certified
B
Corporation

This is Exhibit "K" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Jordan Searle
Sent: February 14, 2024 5:15 PM
To: Katrina Wright
Cc: Jennifer Wale
Subject: NA Org - IMPORTANT & URGENT
Attachments: UK file Reorg.xlsx

Importance: High

Hi Katrina,

We have worked through these costs today and are enclosing the full impact herewithin. We have considered:

- Ensuring the business is able to operate. We will have to scramble but we should be able to cover all necessary functions (provided vendor payment is somewhat normalized)
- DEI and tenure.
- Legal requirements for severance

There are some risks we have flagged in the document and there is a requirement to talk to line managers for global roles. In addition, if this plan is green lighted, we will have a change in reporting lines within our retail org with: 1) US District manager reporting into the Retail director in CA (Sheryl Cutforth) and 2) Moving the Retail director US (Selena Dieringer) into the Retail operations manager role (currently occupied by Kevin Rogers) for the interim period.

I understand you have had an opportunity to discuss with Jen, although Jen did not work on the initial list, we did reach alignment through our discussions today.

The plan would be:

US

Tuesday 20th

- Individual meetings taken to notify employee of redundancy.
- Redundancy in effect immediately
- Document provided for signature.
- Those with severance to sign with 7 days.

CA

Tuesday 20th

- Individual meetings taken to notify employee of redundancy.
- Redundancy with garden leave (people to be contactable if needed during this period)
- Document provided for signature for those with severance.

Simultaneous to this Benoit has submitted a market cash flow to Patrick Donnan of FRP that incorporates the new payroll and severance pay that would be required.

I hope we can get some time with you tomorrow to finalize this.

Kind regards,

Jordan Searle
President, North America

Jordan.Searle@thebodyshop.com

+1 6478281009

The Body Shop Canada | 1 Yorkdale Road, Suite 510 | Toronto, ON, Canada | M6A 3A1

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP



This is Exhibit "L" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Katrina Wright
Sent: February 15, 2024 10:39 AM
To: Jordan Searle
Subject: RE: Packaging supplier has stopped our boxes.

Thanks Jordan

I have spoken to Clare and Aurelius finance and they have said that this will be under review, but we can not take the decision at this time to approve the payments. Therefore we will not be able to go ahead next week with your planned exits.

They have said they will work with FRP next week, with a decision by the end of the week if we are to move forward on the people exit plan as you have pulled together.

It was very clear so thank you and also for the cash flow which I have sent on as well.

Katrina

This is Exhibit "M" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Jordan Searle
Sent: February 16, 2024 1:12 PM
To: Patrick Donnan; Katrina Wright; Tyler Reddien
Cc: tony.wright@frpadvisory.com; Benedict Freely; Dominik Mueser; Benoit Mennegand
Subject: Buth-Na-Bodhaige, Inc. & The Body Shop Canada Limited URGENT & IMPORTANT

Importance: High

Tracking:	Recipient	Delivery
	Patrick Donnan	
	Katrina Wright	Delivered: 2024-02-16 1:12 PM
	Tyler Reddien	Delivered: 2024-02-16 1:12 PM
	tony.wright@frpadvisory.com	
	Benedict Freely	
	Dominik Mueser	
	Benoit Mennegand	Delivered: 2024-02-16 1:12 PM
	Jordan Searle	
	Amanda Baracat	Delivered: 2024-02-16 1:12 PM

Dear Patrick, Katrina & Tyler,

Over the last week the management here in TBS Canada and TBS US have been working hard to keep business running as usual despite sitting with delinquent payments to many suppliers (now totaling over \$5m USD across both companies), this delinquent position was the result of the decision of Natura, TBSI and Aurelius to start withholding payment since mid/late December but still repatriating the cash coming from our local Sales (Retail, Ecom and Wholesale) at group level, leaving us with no cash at local level when TBSI was put into administration.

We have tried to limit cash burn further by presenting a scaled back organization (that was delayed by the TBSI management) and we have been trading close to budget. We have repeatedly requested clarification on what is going to transpire over the next few weeks and the funding plan to manage payments. The facts are without said funding **we will have to cease operation of our DC as of Tuesday 20th due to major operational disfunction** (lack of boxes, freight company not collecting package, vendors not allowing us to use their services, etc., etc.), this will stop ECOM and wholesale shipping immediately despite having orders on hand to ship (holiday weekend), possible cash to collect and stores to replenish.

Although stores could technically keep trading for a limited time, as we have no guarantee that we will be able to pay staff (next payroll cycle is March 1st), it would be irresponsible to allow people to work knowing we cannot pay them. Therefore, **we would have to close stores** as well, this could result in non-opening penalty fees from LLs.

In addition, if we do not provide employees with at least 60 days' notice of our intention to close down (even if temporarily), we would be violation of the Worker Adjustment and Retraining Notification Act ("WARN Act") and would be liable to pay employees for their full rate of pay and all benefits they would have received during that 60 day period even if they perform no work for the company. We would also be liable for paying the cost of medical expenses incurred during the employment loss that would have been covered if the closure or layoff had not occurred. We will also incur thousands of dollars in additional penalties for violating the WARN act. Further, **we would be highly susceptible to legal action from all impacted employees for violating these and other applicable state laws (US) which could result in us incurring thousands of dollars in legal fees** to defend this very avoidable situation. In addition, we would be liable to pay not only our own attorney's fees but also the attorney's fees for any employee who brings an action against the company. This can easily equate to hundreds of thousands of dollars.

Finally, as we are not in administration, we now have significant legal risk from our vendors. We have already had some strong legal language directed at us. Vendors can also force a bankruptcy and put a lien on our assets (our USA DC) that will create a complicated legal situation. This will also stop the current plan of selling the DC that would have generated at least \$10M of net cash.

As you know, a director has not only a duty of care, but a fiduciary duty to the company it serves. As a director, I want to ensure responsible decision-making that prioritizes the interests of the company, and its stakeholder are being made. If we become insolvent, my duty of care requires me to act diligently and prudently, to avoid personal liability when filing for bankruptcy. **If we're foreseeing insolvency as a constant, I would recommend us filing for bankruptcy protection both in the US and Canada.**

We assume that the decision of not supporting the funding for the USA or Canada is the decision from the Administrators and that they consider this is in the best interest of the company to create an immediate insolvency despite the future cash flow on the line and the DC sale. **We will have to let know all our suppliers and employee of that decision and redirect all communication to FRP.**

We have a care of duty as directors to ensure that our staff are protected, and we do everything within our power to keep the company running. However, we have received no direction from TBSI or FRP on this and therefore are unable to continue to operate the company as normal.

Please get back to us to either align of funding needs or move to a Companies' Creditors Arrangement Act (CCAA) in Canada and a Chapter 11 filing in the US.

Kind regards,

Jordan Searle

General Manager, North America

Jordan.Searle@thebodyshop.com

+1 6478281009

The Body Shop Canada | 1 Yorkdale Road, Suite 510 | Toronto, ON, Canada | M6A 3A1

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP



This is Exhibit "N" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Jordan Searle
Sent: February 21, 2024 8:09 PM
To: Patrick Donnan; Geoff.Rowley@frpadvisory.com; Tony Wright; Tony Sturge - FRP Advisory
Cc: Dominik Mueser; stephan.rahmede@aureliusinvest.de; Tyler Reddien; Katrina Wright; Benedict Freely; Graham Wiseman; Amanda Baracat; Benoit Mennegand
Subject: Request for payment of outstanding payables and financing. URGENT ACTION REQUIRED
Attachments: NA Cash Flow Forecast - 52 week.xlsx
Importance: High

Tracking:	Recipient	Delivery	Read
	Patrick Donnan		
	Geoff.Rowley@frpadvisory.com		
	Tony Wright		
	Tony Sturge - FRP Advisory	Delivered: 2024-02-21 8:09 PM	
	Dominik Mueser		
	stephan.rahmede@aureliusinvest.d		
	Tyler Reddien	Delivered: 2024-02-21 8:09 PM	
	Katrina Wright	Delivered: 2024-02-21 8:09 PM	
	Benedict Freely		
	Graham Wiseman	Delivered: 2024-02-21 8:09 PM	
	Amanda Baracat	Delivered: 2024-02-21 8:09 PM	Read: 2024-02-21 8:10 PM
	Benoit Mennegand	Delivered: 2024-02-21 8:09 PM	
	Jordan Searle		

Dear all,

Historically, TBSI has been in full control of several functions, including Human Resources and Employee Benefits, Accounts Payables, Accounts Receivables and cash management for its subsidiaries, including TBS US and TBS Canada; this has been done through a cash pooling agreement that was in place between the entities, where all funds were remitted back to TBSI in the UK in return for TBSI's paying the US and Canada's payables. This "centralized" structure has been in place even when we were under L'Oreal's ownership.

As you know, since December of 2023, while continuing to sweep receivables, our parent company, TBSI, and our indirect owners (Natura & CO) and Aurelius (current indirect owner), has been failing to remit payments in full to vendors for the US and Canadian subsidiaries. This situation has not been remedied since then, which caused a backlog of overdue debt amounting to approximately USD 3,347K and CAD 2,326K for the US and Canadian entities respectively (as of Feb 15, 2024). For further clarity, these vendors are of a wide variety, including but not limited to landlords, logistics providers, marketing agencies, staffing agency, performance marketing vendors, store development, insurance providers, utilities, rents, freight, etc.

Neither TBS US nor TBS Canada were provided with any advance notice of TBSI's intention to commence administration proceedings in the UK. Even worse, TBSI wrongfully swept all its North America subsidiaries cash including the day immediately prior to filing, leaving the entities with insufficient cash to operate in addition to bloated outstanding debt. We have reiterated the urgent need for funding to cover such debts and keep our operations running. TBSI's actions have also jeopardized our pending sale of the distribution center despite such sale being expressly authorized by Aurelius. As of recent, during our call on Feb 20, 2024, RFP advisors have requested us

to formally submit our financing needs, although such requests have been previously performed in the past both verbally and through various emails.

Accordingly, we're attaching our forecasted Cash flow for the rest of 2024, we have built in the savings we will be able to realize. Assuming we receive the funding we've been requesting, we will be cash-flow sufficient until the end of 2024 in both markets. In summary, to continue to run both Canada and the US we need:

- All outstanding payables to be cleared (totals as of Feb 15: USD 3,347K and CAD 2,326K)
- Financing of USD 2.5M and CAD 3.5M (that is in addition to the debt abovementioned)

Upon closer analyzing the attached excel file, you'll note that in the US we have included the potential cash benefit (if actualized) from the sale of the Distribution Center of USD 3M.

In parallel, if we look at the cash flow for both US and Canada in the last 90 days, both subsidiaries show a positive position. This means that by the time TBSI entered into administration proceedings (Feb 13) and have effectively put both subsidiaries at a "point zero" starting balance, reality was distorted, as the subsidiary cash flow should've been positive.

We're making this request as a North American region -US and Canada combined - as currently they are interdependent (TBS US provides employees, services & logistics to TBS Canada and vice versa) and cannot be separated.

As of today, February 21, we have enough cash to cover the next payroll in both markets (which covers work performed in February). We cannot guarantee payroll for March onwards, due to our inability to sell products as essential vendors have not been paid and services are expected to be halted. Moreover, we've engaged external legal counsel to consider restructuring alternatives given the financial condition you've left us in. After just our initial consultations, it is clear that we require **funding by no later than Monday February 26, 2024, EOD Eastern Time for both countries to maintain operations.** In the absence of receiving the requested payment, we will have no option but to move forward with bankruptcy filings, which will most likely be a Chapter 7 liquidation in the US and a bankruptcy liquidation in Canada to preserve the company's remaining assets and claims.

Kind Regards,

Jordan Searle
General Manager, North America

Jordan.Searle@thebodyshop.com
+1 6478281009

The Body Shop Canada | 1 Yorkdale Road, Suite 510 | Toronto, ON, Canada | M6A 3A1

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP



This is Exhibit "O" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES



New Business Report for The Body Shop International Ltd

Issued on: 28 February 2024

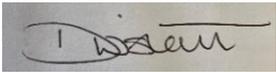
Proprietary and Confidential

Aon UK Ltd is authorised and regulated by the Financial Conduct Authority

Contents	Page
Introduction and Executive Summary	3
Underinsurance / Insured Values	4
Insured Title	4
Premium and Fee Summary	5
Premium Financing	6
Directors' & Officers' Liability (Including Excess Layers)	7
Other Information	12
Managing General Agents, Delegated Authorities & Market Facilities	14
Remuneration	15
Legal and Regulatory	17

Introduction and Executive Summary

Your Objectives	Outcome
<p>Cost –</p> <p>Terms to be provided for new D&O policy for TBS, following purchase by Aurelius</p>	<p><u>Primary & First Excess Layer</u></p> <p>Cost of master placement GBP 34 175+ GBP 22 000 = GBP 56 175. Locally required policies will be in addition*: these are estimated at ~GBP18k excl brokerage & premium taxes for all jurisdictions. So total for D&O will be ~75,000 (excl brokerage and tax).</p> <hr/> <p><u>Second Excess Layer</u></p> <p>Additional excess layer at a premium of GBP 20,725.39 + taxes.</p>
<p>Cover including terms and conditions –</p> <p>Terms to be provided on Aon Aurelius Private Equity Wording</p>	<p>Terms provided by Liberty (primary), Beazley (first excess) and AGCS (second excess) on Aon Aurelius Private Equity Wording</p>
<p>Insurer selection and relationships –</p> <p>Terms to be provided for new D&O policy for TBS, following purchase by Aurelius</p>	<p>Terms provided by Liberty (primary), Beazley (first excess) and AGCS (second excess) on Aon Aurelius Private Equity Wording</p>

For and on behalf of Aon UK Limited			
Name	Danielle Wishart	Jasmine Ebbs	Stacey Maher
Position	Client Director	Client Manager	Client Service Advisor

Underinsurance / Insured Values

The Quotations contained within this Report are provided to you for your consideration – on the understanding that you have declared accurate and up to date risk values.

It is vitally important that you provide accurate insured values, to ensure that the cover you choose is adequate to address any loss that you suffer. If the sums insured are inadequate, then you will be underinsured, and an Average clause may apply, which may result in you having to accept responsibility for a proportion of any loss.

Insured Title

All Policies referred to within this Report are intended to provide cover for the named Insureds below:

The Body Shop International Ltd and subsidiaries And: Natura (Brazil) International B.V. (Netherlands)



Premium and Fee Summary

Class of Insurance	Premium Quotation	Recommended Premium	Comments / Premium Payment Warranty Dates
Primary D&O	£35,414.51	£35,414.51	Primary layer with Liberty
First Excess D&O	£22,797.93	£22,797.93	First Excess layer with Beazley
Local Policies	£18,000	£18,000	(1) Australia (2) China (3) Hong Kong (4) Japan (5) Macau (6) Malaysia (7) New Zealand (8) Singapore (9) USA
Second Excess D&O	£20,725.39	£20,725.39	Second Excess layer with AGCS
Total Premium (excluding IPT)	£96,937.83	£96,937.83	Please refer to Note 1 and 2

Notes

1. Aon are not tax advisers and we obtain information on insurance premium taxes from sources including a third party supplier. We supply this for information purposes only and you should not rely on it. If you require independent advice on your tax liabilities, you should consult with your own tax advisers.
2. The UK Insurance Premium Tax rate, applicable to the UK elements of the risks debited in the UK, is 12%. The UK VAT rate, if applicable to any of the Premiums shown above is 20%. Please also note that Premiums debited overseas or as part of the premiums debited from the UK may be subject to local taxes / commissions and rates may vary dependent upon territory.



3. The percentage of 'Commission' and / or 'Insurer Service Brokerage' (ISB) associated with the recommended insurer for each policy is shown within the 'Remuneration' section of your renewal / new business report. If you would like more information about the remuneration we receive for any of your insurance programme, please speak to your client manager who will be happy to assist.

Premium Financing

We are able to arrange premium financing on your behalf and where we assist in procuring this, we may obtain quotations or suggest the services of a single finance organisation. We periodically review the lender we use to ensure that they continue to offer a competitive facility for our clients. As we are not making a recommendation to you in relation to premium finance, please ensure that the details provided accurately reflect your requirements.

When a finance company agrees to loan you the amount of the premium it will pay the premium on your behalf and you will repay the loan in instalments. Non-repayment of a loan may result in cancellation of any policies that it may finance, including those that may protect group companies, directors and officers, and third parties.

Your objectives for premium financing

In respect of premium financing, we agreed the following strategy for renewal:

- No premium financing is required. Should a future quotation be of interest, please contact ourselves to discuss.



Directors' & Officers' Liability (Including Excess Layers)

Proposal

Please find below a summary of the terms negotiated. Full disclosure of these terms is available upon request.

Proposed premium	<p>Primary: £35,414.51 + Taxes</p> <p>First Excess layer: £22,797.93 + Taxes</p> <p>Local policies in addition at estimated £18,000 + taxes</p> <p>Second Excess layer: £20,725.39 + Taxes</p>
Insurer	<p>Primary: Liberty</p> <p>First Excess layer: Beazley</p> <p>Second Excess layer: AGCS</p>
Policy no. / Form ref.	TBC / Aon Aurelius Private Equity Wording (with Liberty amendments)
Policy Description	<p>Directors & Officers Liability (D&O)</p> <p>Provides cover for directors and officers and similar persons as specified in the policy for their personal liability for claims arising from wrongful acts occurring in the management of the Business. This policy covers only claims first made against an Insured, or other Insured Events first arising, during the Policy Period.</p>
Policy Period	<p>Primary & First Excess Layer: 29th December 2023 to 28th December 2024 (both dates inclusive)</p> <p>Second Excess Layer: Pro rata policy period of 339 days effective 25th January 2024 to 28th December (both dates inclusive)</p>
Geographical Limits	Worldwide

Proprietary and Confidential

Aon UK Ltd is authorised and regulated by the Financial Conduct Authority

<p>Policy Limits</p>	<p><u>Primary: £10,000,000</u></p> <p>Local policies issued for: 1) Australia (2) China (3) Hong Kong (4) Japan (5) Macau (6) Malaysia (7) New Zealand (8) Singapore (9) USA</p> <p>Special Additional Protection for Directors or Officers: (Payable in addition to the Limit of Liability)</p> <p>a) Per Director or Officer Special Additional Protection Limit: 10% of the Limit of Liability up to a maximum of GBP1,000,000</p> <p>b) Directors or Officers Special Additional Protection Aggregate Limit: 30% of the Limit of Liability up to a maximum of GBP 3,000,000</p> <p>Retroactive date: inception / from acquisition date</p> <p><u>First Excess layer: £10,000,000 in excess of £10,000,000</u></p> <p>Retroactive date: inception / from acquisition date</p> <p><u>Second Excess layer: £10,000,000 in excess of £20,000,000</u></p> <p>Retroactive date: inception / from acquisition date</p>
<p>Excess / Deductible</p>	<p>Side A – Nil</p> <p>Side B – GBP50,000 each and every claim in respect of rest of world USD100,000 each and every claim in respect of US</p>
<p>Principal Extensions</p>	<p>Sub-limits of liability:</p> <p>(i) Emergency Costs: 20% of the Limit of Liability</p> <p>(ii) Company Critical Regulatory Events: GBP 250,000</p> <p>(iii) Derivative Investigation Hearing Costs: GBP 500,000</p> <p>(iv) Extradition Expenses: GBP 250,000</p>

	<ul style="list-style-type: none"> (v) Public Relations Expenses: GBP 250,000 (vi) Insolvency Hearing Cover: GBP 250,000 (vii) Circumstance/Mitigation Expenses: GBP 250,000 (viii) Court Attendance and Staff Disruption: GBP300 per day per person and GBP50,000 in the aggregate (ix) Relative Costs: GBP 50,000 but GBP 250,000 in the aggregate (x) Company Crisis Loss: GBP 50,000 (xi) Company BI/PD Defence Costs: GBP 250,000 (xii) Company Pollution Defence Costs: GBP 250,000 (xiii) Company Breach of Contract Defence Costs: GBP 250,000 (xiv) Company Health & Safety Representation Expenses: GBP 250,000 (xv) Sub-limit of liability each Single Claim for Insuring Clause 1.3 Entity Coverage: GBP250,000 with US exclusion, deductible of GBP25,000 each and every claim
<p>Principal Exclusions</p>	<p>Primary:</p> <ul style="list-style-type: none"> ▪ Sanctions endorsement (LMA3100) ▪ Conduct ▪ Bodily Injury & Property Damage ▪ Prior Claims & Circumstances ▪ US Claims brought by or on behalf of a Company ▪ Retroactive Date Inception ▪ 3.19 deleted (difference in conditions coverage) <p>Exclusions applicable to Insurance Clause 1.3 (Entity Cover):</p> <ul style="list-style-type: none"> ▪ Pollution ▪ Intellectual Property Rights

	<ul style="list-style-type: none"> ▪ Anti-competitive Practices ▪ Employment Practices Liability ▪ Benefits ▪ Contract ▪ Professional Services ▪ Severability of Exclusions <p>First Excess Layer:</p> <ul style="list-style-type: none"> ▪ No Company Legal Liability – 1.3/1.4 not covered (plus all applicable extensions) ▪ Sanctions endorsement ▪ Future Offering Exclusion ▪ Absolute Bodily Injury & Property Damage exclusion, carved back for Side A ▪ 3.19 deleted (difference in conditions coverage) <p>Second Excess Layer:</p> <ul style="list-style-type: none"> ▪ Pure Follow Form
<p>Significant Warranties and Conditions Precedent</p>	<p>None</p>
<p>Subjectivities – Terms are subject to change if these are not met</p>	<p>No claims declaration to be completed prior to inception (received)</p>



Our Recommendation

Our recommendation	We recommend placing cover with Liberty, Beazley and AGCS as this meets your requirements in terms of cost, cover, terms and conditions.
Objectives not fulfilled by our recommendation	None
Other information	State of recommended Lead Insurer – UK



Other Information

Information Pack / Terms of Business

It is your responsibility to review the renewal terms we have disclosed within this report. You are also responsible for reviewing all contract documentation, endorsements, insured values, sums insured and policy limits upon which our recommendations are based. You are also obligated to notify Aon immediately where you have identified queries in relation to the cover - Prior to Inception.

As stated above, whilst full information is contained with the Information Pack/TOBA document, please note;

Payment: Payment is due immediately after receipt of invoice. The invoice contains the methods of payment available.

Cancellation: You can cancel a policy at any time by contacting us, though please note that not all policies are cancellable.

Documentation: If you require your insurance programme documentation to be issued in paper format, please advise us and we will gladly assist.

Marketing: For each class of business, we work with you to decide the required approach to market. A list of insurers considered under each specified class of business is available at <http://www.aon.com/unitedkingdom/insurer-information/national.jsp>

Your Duty to Disclose Material Information / Duty of Fair Presentation / Insurance Act

The Insurance Act introduces a “fair representation of the risk” and specific remedies for breach of contractual terms or fraudulent claims in respect of any policy governed by UK law. This requires that you disclose all material information that is known or ought to be known by you.

The Act allows for a proportionate remedy i.e. where non-disclosure is neither deliberate nor reckless and the insurer would have charged more premium, the insurers can proportionately reduce a claims payment. However, for those policies placed via an Aon Facility, the wording instead limits insurers to the right to charge an additional premium, which is to your advantage.

Subjectivities

Where applicable these are detailed on the relevant pages.



Warranties and Conditions Precedent

Your policy documentation may include terms such as Conditions and Warranties which you, and also all your relevant staff should familiarise yourselves with. An explanation of these types of clauses is provided in the Information Pack.



Managing General Agents, Delegated Authorities & Market Facilities

Aon develops product solutions for our clients. These will include the research, design, development and maintenance of exclusive and innovative bespoke products / policy wordings and facilities created around the needs of our clients and risks appropriately or necessarily placed in the specialist and subscription insurance market. In addition to any commission earned by Aon, Aon's MGA is remunerated for the work undertaken on behalf of the insurer and where this includes profit or contingent commission, we have stated this below. Where we have obtained quotations under a market facility agreement, even if the quotation does not form part of our recommendation to you, these are listed below:

For further information, refer to Part A of the Information Pack - The Basis of Our Recommendation.

AUM, Maven and Maven Public Sector are all trading names of Aon Underwriting Managers, which operates as a managing general agent (MGA) and is a division of Aon UK Limited.

Policy	Managing General Agent (MGA) / Market Facility
D&O	Quotation provided by Aon Aurelius Private Equity Wording (with Liberty amendments)



Remuneration

We are committed to providing a clear and transparent disclosure of our remuneration. The following pages provide a description of the remuneration that we will earn from you and insurers in connection with the placement of your programme of insurances.

The percentage of 'Commission' and / or 'Insurer Service Brokerage' (ISB) associated with the recommended insurer for each policy is also shown within the section below. Please note that these remunerations are only payable on the premiums allocated, by insurers, to be administered within the UK.

Please ask if you would like any further information in relation to the below remuneration disclosure.

In addition to the remuneration disclosures noted below, there may be other remunerations that may apply to your insurance programme. In accordance with our Terms of Business, Aon remuneration is fully earned at inception. For full descriptions of how Aon is remunerated please refer to Part D of the Aon Information Pack or please request a full remuneration disclosure.

Remuneration for work we undertake in relation to your individual programme / placement

Fees and Commission

Aon is remunerated by fees from you (stated above if relevant to your programme), commission (also called brokerage) from insurers or a combination of both for the work we do for you in designing, negotiating, placing and servicing insurance policies / programmes and providing risk management services. The Scope of Services Agreement describes what is included within this work. Unless agreed otherwise we reserve the right to charge for additional services. Commissions are expressed as a percentage of the premium. The percentage commission, if relevant, associated with the recommended insurer for each policy is shown in the table below.

Insurer Service Brokerage (ISB)

Where a Fee is agreed with you, Insurer Service Brokerage (ISB) is also paid by Insurers to reflect the administrative work that we undertake, such as premium management (e.g. Invoicing and Credit Control), policy checking and distribution, as well as the work we do as a distribution channel. This approach is consistent with all insurers we work with. ISB is expressed as a percentage of the premium allocated, by Insurers, to be administered and paid in the UK. The percentage of ISB, if relevant, associated with the recommended insurer for each policy is shown in the table below.



Class of Insurance	Recommended Renewal Premium Quotation £	Recommended Insurer	Percentage of ISB applicable to Recommended Premium
Primary Directors & Officers Liability	£35,414.51	Liberty	3.5%
First Excess Directors & Officers Liability	£22,797.93	Beazley	3.5%
Second Excess Directors & Officers Liability	£20,725.39	AGCS	3.5%

Note: If you would like more information about the remuneration we receive for any of your insurance programme, please speak to your client manager who will be happy to assist.



Legal and Regulatory

Registered Office:

Aon UK Limited
The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AN

t +44 (0) 207 623 5500

f +44 (0) 207 621 1511

Registered in London No. 210725

VAT Registration No. 480 8401 48

Aon UK Limited is a member of the British Insurance Brokers' Association (BIBA)

Aon UK Limited is authorised and regulated by the Financial Conduct Authority

Published by Aon UK Limited

© Copyright Aon UK Limited 2023. All rights reserved

No part of this report may be reproduced, stored in a retrieval system, or transmitted in any way or by any means, including photocopying or recording, without the written permission of the copyright holder, application for which should be addressed to the copyright holder.

[Aon plc](#) (NYSE: AON) exists to shape decisions for the better — to protect and enrich the lives of people around the world. Our colleagues provide our clients in over 120 countries and sovereignties with advice and solutions that give them the clarity and confidence to make better decisions to protect and grow their business.

Follow Aon on [LinkedIn](#), [Twitter](#), [Facebook](#) and [Instagram](#). Stay up-to-date by visiting the [Aon Newsroom](#) and sign up for News Alerts [here](#).

Some of the web sites referred to as links herein are not under the control of Aon. Accordingly, Aon makes no representations whatsoever concerning the content of those websites. The fact that Aon has provided a link to a website is not an endorsement, authorisation, sponsorship or affiliation by Aon with respect to such website, its owners or its providers. Aon is providing these links only as a convenience.

This is Exhibit "P" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

The Body Shop International Limited and Subsidiary Companies
Building 7, Watersmead Dr
Wick
Littlehampton
BN17 6LS

1st February 2024

Client Information Letter

We, Aon UK Limited, are insurance brokers acting on your behalf only in accordance with our terms of business agreement. We have agreed to provide this letter to confirm that the contract(s) of insurance described on the attached pages (the 'Insurances') are in force at the date of this letter.

All of the Insurances are subject to their specific policy terms, conditions and exceptions, not all of which may be summarised on the attachment. Please refer to the actual policies if full terms and conditions are required.

We accept no obligation to inform any other person or entity should any of the Insurances be cancelled, assigned or changed in such manner as to affect the accuracy of this document. Unless we specifically agree otherwise in writing, and to the fullest extent permitted by law, we do not accept any liability to anyone other than you, our client (and any such liability to you will be subject to the limitations contained in our terms of business agreement, and/or any other agreement, with you) for the content of this letter and its attachments.

Yours sincerely,



Stacey Maher
Client Service Advisor
For and on behalf of Aon UK Limited

The Insurances

Directors' & Officers' Liability – Primary and First Excess Layer

Insured	The Body Shop International Limited and Subsidiary Companies		
Insurer	Primary	First Excess Layer	Second Excess Layer
	Liberty	Beazley	AGCS
Policy Number	FSMAT2300802	FSMAT2300803	FSMAT2300805
Policy Wording	Aon Aurelius Private Equity Wording		
Local Policies	(1) Australia (2) China (3) Hong Kong (4) Japan (5) Macau (6) Malaysia (7) New Zealand (8) Singapore (9) USA		
Policy Period	Primary & First Excess Layer		
	29th December 2023 to 28th December 2024 (both dates inclusive)		
	Second Excess Layer		
	Pro-rata policy period of 339 days effective 25 th January 2024 to 28 th December 2024 (both dates inclusive)		
Cover	<p>Directors & Officers Liability (D&O)</p> <p>Provides cover for directors and officers and similar persons as specified in the policy for their personal liability for claims arising from wrongful acts occurring in the management of the Business. This policy covers only claims first made against an Insured, or other Insured Events first arising, during the Policy Period.</p>		
Limit of Indemnity	Primary		
	<p>Primary: £10,000,000</p> <p>Special Additional Protection for Directors or Officers: (Payable in addition to the Limit of Liability)</p> <p>a) Per Director or Officer Special Additional Protection Limit: 10% of the Limit of Liability up to a maximum of GBP1,000,000</p> <p>b) Directors or Officers Special Additional Protection Aggregate Limit: 30% of the Limit of Liability up to a maximum of GBP 3,000,000</p> <p>Retroactive date: inception / from acquisition date</p>		
	First Excess Layer		
	£10,000,000 in excess of £10,000,000		
	Second Excess Layer		
	£10,000,000 in excess of £20,000,000		
Deductible	Side A – Nil		
	Side B – GBP50,000 each and every claim in respect of rest of world USD100,000 each and every claim in respect of US		

This is Exhibit "Q" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Mark Bartley <mark.bartley@thebodyshop.com>
Sent: February 28, 2024 9:37 AM
To: Jordan Searle; Tom Porter; Amanda Baracat; Susan Mui; Benoit Mennegand
Subject: Re: Buth Na Bodhaige, Inc D&O insurance
Attachments: Directors' & Officers' Liability - Client Information Letter.pdf; 2023 D&O Report - Including 2nd Excess Layer .pdf

Hi Jordan,

Hope you're well.

Firstly, please don't think that the documentation is being withheld from you - the paperwork you want to see simply does not exist currently. We've previously provided you the summary of the policy, with confirmation it has been placed and that it is currently in force.

Secondly, I appreciate that you may have spoken to someone else about this during w/c 5th Feb, but the first I knew of it was when Tom copied me into a mail on 22nd Feb, to which I responded the same day outlining the issue we have been facing. Ultimately, the data format required by the insurer is something we have not been asked to provide before. In trying to pull the information together (remembering I work in Procurement) it became apparent that the data we hold did not have the level of information required. So, working with the FP&A reporting team we have needed to apply a workaround.

AON now have the completed and correct information they require to pass on to the insurers, enabling them to process the documentation. They are suggesting that we should get the policy documents early next week, although I've pushed to see them sooner. I've attached the documentation we have in hand detailing the various elements of the policy, which may offer some reassurance until the policy documents are produced/shared.

With regard to sharing evidence of payment of the premium, I'm not in the position to provide this as it's not an area I cover. You would need to reach out to AP in order to get this detail. Equally, it could be that the payment is not yet due, as the policy has only recently been placed (29th December) but AP would be able to assist further with this.

As soon as I have anything I'll share immediately and until then will continue to chase. However, if you have any questions in the meantime, please just drop me a note.

Many thanks,

M.

--

Mark Bartley
Global Category Lead, Corporate Services & HR
Indirect Procurement

The Body Shop International, London Bridge,
155 Tooley Street, London SE1 9BG, United Kingdom



From: Jordan Searle <jordan.searle@thebodyshop.com>
Sent: 27 February 2024 12:49

To: Mark Bartley <mark.bartley@thebodyshop.com>; Tom Porter <Tom.Porter@thebodyshop.com>; Amanda Baracat <Amanda.Baracat@thebodyshop.com>; Susan Mui <Susan.Mui@thebodyshop.com>; Benoit Mennegand <Benoit.Mennegand@thebodyshop.com>
Subject: RE: Buth Na Bodhaige, Inc D&O insurance

Hi Mark,

Any update on this, It feels like these documents are being withheld from us, despite asking for them numerous times. The first time these were requested was back in week commencing 5th Feb by Benoit Mennegand when we were at the UK office. All we have received in a power point document explaining the policy. **I would like to see the actual policy and proof that the premiums have been paid to date.** Please send them immediately.

Kind regards,

Jordan Searle
Managing Director, North America

Jordan.Searle@thebodyshop.com
+1 6478281009

The Body Shop Canada | 1 Yorkdale Road, Suite 510 | Toronto, ON, Canada | M6A 3A1

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP



From: Mark Bartley <mark.bartley@thebodyshop.com>

Sent: Thursday, February 22, 2024 4:58 AM

To: Tom Porter <Tom.Porter@thebodyshop.com>; Amanda Baracat <Amanda.Baracat@thebodyshop.com>; Susan Mui <Susan.Mui@thebodyshop.com>; Jordan Searle <jordan.searle@thebodyshop.com>

Subject: Re: Buth Na Bodhaige, Inc D&O insurance

Hi Tom/Amanda,

Yes, the US is covered by the recent D&O policy placed through AON.

Attached is the summary of cover, however, we are awaiting the final wording of the policy. This hold up was due to a global revenue report needing to be supplied in a specific format which took some time to pull together - this report has only just got to AON this morning.

I therefore expect the full policy docs to be provided very shortly and as soon as received I'll share.

Any questions in the meantime, please let me know.

M.

--

Mark Bartley
Global Category Lead, Corporate Services & HR
Indirect Procurement

The Body Shop International, London Bridge,
155 Tooley Street, London SE1 9BG, United Kingdom

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP

**From:** Tom Porter <Tom.Porter@thebodyshop.com>**Sent:** 22 February 2024 09:10**To:** Amanda Baracat <Amanda.Baracat@thebodyshop.com>; Susan Mui <Susan.Mui@thebodyshop.com>; Jordan Searle <jordan.searle@thebodyshop.com>; Mark Bartley <mark.bartley@thebodyshop.com>**Subject:** RE: Buth Na Bodhaige, Inc D&O insurance

Hi Amanda

Last I heard a global D&O policy was in place, but we didn't have a copy of the precise wording. @Mark Bartley – do we have a D&O policy doc yet, that we can share with this group?

Thanks

T

Tom Porter**The Body Shop (UK), Global Corporate and Global Digital // General Counsel and DPO**

M +44 (0)7768 553061

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP



I fully understand that my working day is not the same as your working day – if this email arrives outside of your working hours, please do not feel obliged to reply (or even read).

From: Amanda Baracat <Amanda.Baracat@thebodyshop.com>**Sent:** Wednesday, February 21, 2024 7:42 PM**To:** Susan Mui <Susan.Mui@thebodyshop.com>; Jordan Searle <jordan.searle@thebodyshop.com>; Tom Porter <Tom.Porter@thebodyshop.com>**Subject:** Re: Buth Na Bodhaige, Inc D&O insurance

Not sure what the UK policy looks like, but we need to secure our directors and officers here in NAM. @Tom Porter do you have any visibility on the UK policy?

AMANDA BARACAT
Counsel, North America

E amanda.baracat@thebodyshop.com**M** (609) 787-6137

Buth-Na-Bodhaige Inc. d/b/a The Body Shop | New York

WE'RE A B CORP™

B Corps believe in business as a force for good.



THE BODY SHOP

**From:** Susan Mui <Susan.Mui@thebodyshop.com>**Date:** Wednesday, February 21, 2024 at 2:40 PM**To:** Jordan Searle <jordan.searle@thebodyshop.com>, Amanda Baracat

<Amanda.Baracat@thebodyshop.com>

Subject: FW: Buth Na Bodhaige, Inc D&O insurance

Hi both, please see below the response from one of our brokers. Would anyone have the info on the global policy?

Thanks.

From: Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>

Sent: Wednesday, February 21, 2024 11:31 AM

To: Susan Mui <Susan.Mui@thebodyshop.com>; Prosak, Maire <Maire.Prosak@marsh.com>

Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>

Subject: [EXTERNAL]RE: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan – I'm assuming that the parent company in the UK would have global cover for the Directors & Officers. Are you aware of what that program looks like? If so, can you please send along the structure and participating carriers so that we can offer suggestions on a best path forward?

I saw yesterday that the UK business intends to shut approximately half of its stores. Is a similar operational review being conducted in the US? It's tough to tell from the news if the TBS' US business was part of the transaction with Aurelius.

Thanks,
Mike

Michael P. Walsh | Managing Director
Client Executive
Marsh, 99 High Street | Boston, MA 02110, USA
t: 617-385-0312 | c: 617-449-8967
e: Michael.P.Walsh@marsh.com | www.marsh.com



A business of Marsh McLennan

From: Susan Mui <Susan.Mui@thebodyshop.com>

Sent: Tuesday, February 20, 2024 7:54 PM

To: Prosak, Maire <Maire.Prosak@marsh.com>; Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>

Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>

Subject: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Hi Maire, we are looking to obtain Directors & Officers insurances for the US.

Would you please provide us with an application?

Thanks.
Susan

SUSAN MUI
ACCOUNTING MANAGER

E susan.mui@thebodyshop.com | T (Cell) (646) 617 2451
NY HQ | 368 9th Ave | 12th Floor | New York | New York 10001



This e-mail, including any attachments that accompany it, may contain information that is confidential or privileged. This e-mail is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail and are not an intended recipient, any disclosure, distribution, copying or other use or retention of this email or information contained within it are prohibited. If you have received this email in error, please immediately reply to the sender via e-mail and also permanently delete all copies of the original message together with any of its attachments from your computer or device.

The Body Shop International Limited (In Administration) Following the making of the Administration Order on 13 February 2024, the affairs, business and property of the Company are being managed by the appointed Joint Administrators, Anthony John Wright, Alistair Rex Massey and Geoffrey Paul Rowley. The Joint Administrators act as agents of the Company and without personal liability.

The Body Shop International Limited (In Administration) Following the making of the Administration Order on 13 February 2024, the affairs, business and property of the Company are being managed by the appointed Joint Administrators, Anthony John Wright, Alistair Rex Massey and Geoffrey Paul Rowley. The Joint Administrators act as agents of the Company and without personal liability.

The Body Shop International Limited (In Administration) Following the making of the Administration Order on 13 February 2024, the affairs, business and property of the Company are being managed by the appointed Joint Administrators, Anthony John Wright, Alistair Rex Massey and Geoffrey Paul Rowley. The Joint Administrators act as agents of the Company and without personal liability.

This is Exhibit "R" referred to in the Affidavit of Jordan Searle sworn by Jordan Searle at the City of Toronto, in the Province of Ontario, before me on March 1, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Frank Gillies, a Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2025.

Frank Gillies

Commissioner for Taking Affidavits (or as may be)

FRANK GILLIES

From: Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>
Sent: February 27, 2024 2:49 PM
To: Prosak, Maire; Susan Mui
Cc: Marsha Jeffrey; Jordan Searle; Amanda Baracat
Subject: [EXTERNAL]RE: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan:

I had left you a message earlier today to discuss the Directors and Officers liability coverage needed. I checked with our office in London and it appears that AON is still engaged on the global D&O for The Body Shop. Any reason why separate cover in the US would be needed or why you would not engage AON?

We are more than happy to work with you locally and expand the relationship; just want to make sure you are getting the most efficient / cost effective program available.

How is TBS handling other lines of coverage in the US such as property, general liability, employment practices liability, cyber, crime/ERISA, etc.?

Thanks,
Mike

Michael P. Walsh | Managing Director
Client Executive
Marsh, 99 High Street | Boston, MA 02110, USA
t: 617-385-0312 | c: 617-449-8967
e: Michael.P.Walsh@marsh.com | www.marsh.com



A business of Marsh McLennan

From: Prosak, Maire <Maire.Prosak@marsh.com>
Sent: Tuesday, February 27, 2024 8:58 AM
To: Susan Mui <Susan.Mui@thebodyshop.com>; Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>
Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>; Jordan Searle <jordan.searle@thebodyshop.com>; Amanda Baracat <Amanda.Baracat@thebodyshop.com>
Subject: RE: Buth Na Bodhaige, Inc D&O insurance

Hi Susan,

For us to obtain a quote for local D&O coverage, we will need the attached application completed. We will also need the following information/responses:

- 1) Annual Financial Statements (audited if possible)
- 2) Most recent interim financial statements
- 3) List of Board of Director Members
- 4) Cap Table
- 5) Details on any debt coming due in the next 18 months including details on plans to refinance, repay or otherwise manage such debt

Let us know if you have any questions as you are completing.

Thanks,
Maire

Maire Prosak, ARM

Assistant Vice President

Marsh | Associate Account Executive

99 High Street, Boston, MA 02110 USA

Office: +1 617 385 0472 | Cell: +1 617 784 7232

Maire.Prosak@marsh.com



From: Susan Mui <Susan.Mui@thebodyshop.com>

Sent: Tuesday, February 27, 2024 8:53 AM

To: Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>; Prosak, Maire <Maire.Prosak@marsh.com>

Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>; Jordan Searle <jordan.searle@thebodyshop.com>;

Amanda Baracat <Amanda.Baracat@thebodyshop.com>

Subject: RE: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Hi Michael, we would like to follow up on the below request. Would you kindly provide us with information on how we can obtain a local D&O policy?

Thanks.

From: Susan Mui

Sent: Wednesday, February 21, 2024 3:14 PM

To: Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>; Prosak, Maire <Maire.Prosak@marsh.com>

Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>

Subject: RE: Buth Na Bodhaige, Inc D&O insurance

Hi Michael, the D&O insurance had been held with under our previous parent company, Natura.

We need to acquire local D&O insurance; please advise on next steps.

Thanks.

From: Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>

Sent: Wednesday, February 21, 2024 11:31 AM

To: Susan Mui <Susan.Mui@thebodyshop.com>; Prosak, Maire <Maire.Prosak@marsh.com>

Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>

Subject: [EXTERNAL]RE: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Susan – I'm assuming that the parent company in the UK would have global cover for the Directors & Officers. Are you aware of what that program looks like? If so, can you please send along the structure and participating carriers so that we can offer suggestions on a best path forward?

I saw yesterday that the UK business intends to shut approximately half of its stores. Is a similar operational review being conducted in the US? It's tough to tell from the news if the TBS' US business was part of the transaction with Aurelius.

Thanks,
Mike

Michael P. Walsh | Managing Director
Client Executive
Marsh, 99 High Street | Boston, MA 02110, USA
t: 617-385-0312 | c: 617-449-8967
e: Michael.P.Walsh@marsh.com | www.marsh.com



A business of Marsh McLennan

From: Susan Mui <Susan.Mui@thebodyshop.com>
Sent: Tuesday, February 20, 2024 7:54 PM
To: Prosak, Maire <Maire.Prosak@marsh.com>; Walsh, Michael (Marsh) <Michael.P.Walsh@marsh.com>
Cc: Marsha Jeffrey <Marsha.Jeffrey@thebodyshop.com>
Subject: Buth Na Bodhaige, Inc D&O insurance

CAUTION: This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Hi Maire, we are looking to obtain Directors & Officers insurances for the US.

Would you please provide us with an application?

Thanks.
Susan

SUSAN MUI
ACCOUNTING MANAGER

E susan.mui@thebodyshop.com | T (Cell) (646) 617 2451
NY HQ | 368 9th Ave | 12th Floor | New York | New York 10001

WE'RE A B CORP™
B Corps believe in business as a force for good.



THE BODY SHOP



Certified
B
Corporation

This e-mail, including any attachments that accompany it, may contain information that is confidential or privileged. This e-mail is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail and are not an intended recipient, any disclosure, distribution, copying or other use or retention of this email or information contained within it are prohibited.

If you have received this email in error, please immediately reply to the sender via e-mail and also permanently delete all copies of the original message together with any of its attachments from your computer or device.

This e-mail, including any attachments that accompany it, may contain information that is confidential or privileged. This e-mail is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail and are not an intended recipient, any disclosure, distribution, copying or other use or retention of this email or information contained within it are prohibited. If you have received this email in error, please immediately reply to the sender via e-mail and also permanently delete all copies of the original message together with any of its attachments from your computer or device.

Estate/Court File No.: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE) MONDAY, THE 4th DAY
JUSTICE OSBORNE) OF MARCH, 2024.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF THE BODY SHOP CANADA LIMITED, IN THE
CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

ORDER

THIS MOTION, made by The Body Shop Canada Limited (the “**Company**”) for an order, *inter alia*: (a) expanding the stay of proceedings under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) by ordering the continuation of services and certain other protections in respect of the Company; (b) approving the Administration Charge (as defined below); (c) approving the D&O Charge (as defined below); (d) directing all persons who have in their possession and property, books or documents of the Company to deliver such books or documents or property to the Company, and (e) granting certain other relief was heard this day by videoconference.

ON READING the affidavit of Jordan Searle sworn on March 1, 2024, the First Report (the “**First Report**”) of Alvarez & Marsal Canada Inc., in its capacity as proposal trustee of the Company (the “**Proposal Trustee**”) filed, on being advised that the Company filed a notice of intention to make a proposal pursuant to section 50.4(1) of the BIA on March 1, 2024 (the “**NOI Filing Date**”), and on hearing the submissions of respective counsel for the Company, the Proposal Trustee and such other counsel as were present as shown on the Participant Information Form, no one else appearing although duly served:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and First Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF TIME TO FILE A PROPOSAL

2. **THIS COURT ORDERS** that pursuant to 50.4(9) of the BIA, the time for the Company to file a proposal is hereby extended to April 16, 2024 (the “**Extension Date**”).

RESTRUCTURING

3. **THIS COURT ORDERS** the Company shall have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$1,000,000 in the aggregate; and
- (b) refuse to honour any gift cards, existing return policies, refunds or discounts or other similar customer programs or obligations.

NO INTERFERENCE WITH RIGHTS

4. **THIS COURT ORDERS** that until the Extension Date (including as such date may be extended pursuant to section 50.4(9) of the BIA, the “**Proposal Outside Date**”), no individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence, permit, lease, purchase order or other arrangement, whether written or oral (each, an “**Agreement**”), in favour of or held by the Company, except with the written consent of the Company and the Proposal Trustee, or leave of this Court.

5. **THIS COURT ORDERS** that any Person, who has, or is believed or suspected to have, in his possession or power any of the property of the Company, or any book, document or paper of any kind relating in whole or in part to the Company, shall promptly, upon the request of the Company and the Proposal Trustee, be required to produce the book, document or paper for the information of the Company, or to deliver to the Company any property of the Company in his Possession.

6. **THIS COURT ORDERS** that no Person, including HSBC Bank Canada, shall disburse, remit, transfer or otherwise pay any funds from the bank accounts held at HSBC Bank Canada in the name of the Company, except with the prior written consent of the Company or the Proposal Trustee, or leave of this Court.

CONTINUATION OF SERVICES

7. **THIS COURT ORDERS** that until the expiry of the Proposal Outside Date, all Persons having an Agreement or arrangement with the Company or statutory or regulatory mandates for the supply or license of goods and/or services, including without limitation all computer software, communication and other data services, banking services, payroll services, merchant and credit card processing services, insurance, transportation services, utility or other services to the Company, are hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply or license of such goods or services as may be required by the Company, and that the Company shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Company in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and the Company and the Proposal Trustee, or as may be ordered by this Court.

8. **THIS COURT ORDERS** that until a real property lease is disclaimed or resiliated in accordance with the BIA, the Company shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the applicable landlord (each, a "**Landlord**") under the lease or as otherwise may be negotiated between the Company and the Landlord from time to time ("**Rent**"), for the period commencing from and including the NOI Filing Date, four times monthly in equal payments on the first business day of each week, in advance (but not in arrears), or with the consent of the Proposal Trustee, at such other intervals and dates as may be agreed to between the Company and the Landlord. On the date of the first of such payments following the date of this Order, any Rent relating to the period commencing from and including the NOI Filing Date shall also be paid.

9. **THIS COURT ORDERS** that no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the NOI Filing Date, nor shall any Person be under any obligation on or after the NOI Filing Date to advance or re-advance any monies or otherwise extend any credit to the Company.

ADMINISTRATION CHARGE

10. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to the Company (collectively, the “**Restructuring Professionals**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the NOI Filing Date, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Restructuring Professionals on a weekly basis, or as they may otherwise agree, and is hereby authorized to pay or to have paid retainers to the Restructuring Professionals as security for the payment of their respective fees and disbursements outstanding from time to time.

11. **THIS COURT ORDERS** that the Restructuring Professionals shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on all of the Company’s present and future assets, undertakings and property of every nature and kind whatsoever and wherever situate, including all proceeds thereof (collectively, the “**Property**”), which charge shall not exceed an aggregate amount of \$700,000, as security for payment of their respective professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order, in respect of this proceeding. The Administration Charge shall have the priority set out in paragraphs 15 and 17 hereof.

INDEMNIFICATIONS AND CHARGE

12. **THIS COURT ORDERS** that the Company shall indemnify its directors and its officers against obligations and liabilities that they may incur as a director or officer of the Company after the NOI Filing Date, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

13. **THIS COURT ORDERS** that the director and officers of the Company shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$2,100,000, as security for the indemnity provided in paragraph 12 of this Order. The D&O Charge shall have the priority set out in paragraphs 15 and 17 herein.

14. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge; and (b) the Company’s director and officers shall only be entitled to the benefit

of the D&O Charge to the extent that they do not have coverage under any directors and officers insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 12 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

15. **THIS COURT ORDERS** that the priorities of the Administration Charge and the D&O Charge (collectively, the “**Charges**”), as among them, with respect to the Property shall be as follows:

First – Administration Charge

Second – D&O Charge

16. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

17. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including any statutory, deemed or constructive trust), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person, notwithstanding the order of perfection or attachment, provided that the Charges shall rank subordinate to the Encumbrances evidenced by registrations listed on Schedule “A” to this Order.

18. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Company shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Company also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Charges (collectively, the “**Chargees**”), or further Order of this Court.

19. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order subsequently made; (c) the provisions of any federal or provincial statutes; or (d) any negative covenants, prohibitions or other

similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any Agreement which binds the Company, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Company of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Company pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

20. **THIS COURT ORDERS** that any Charge created by this Order over a lease of real property in Canada shall only be an Encumbrance in the Company's interest in such real property lease.

SERVICE OF DOCUMENTS

21. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL www.alvarezandmarsal.com/thebodyshop

22. **THIS COURT ORDERS** that the Company, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to the Company's creditors or other interested

parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

23. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Company and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to the Company's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of the Company and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

GENERAL

24. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

25. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist the Company, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

26. **THIS COURT ORDERS** that each of the Company and the Proposal Trustee be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered

to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

27. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.

**SCHEDULE A
PPSA REGISTRATIONS**

Secured Party	Jurisdiction	Registration Number
Enterprise Fleet Management Canada, Inc.	British Columbia	625741P
	Alberta	20051800301
	Nova Scotia	37880374
	Ontario	20231218 1404 1462 0081 20200225 1401 1462 3626 20230515 1405 1462 5479 20230529 1406 1462 1279 20230529 1406 1462 1280

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF THE BODY SHOP CANADA LIMITED, IN THE CITY
OF TORONTO, IN THE PROVINCE OF ONTARIO

Estate/Court File No.: 31-3050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**
Proceeding commenced at Toronto

ORDER

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
nmacparland@dwpv.com

Natalie Renner (LSO #55954A)
Tel: 416.863.5502
nrenner@dwpv.com

Counsel for The Body Shop Canada Limited

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF THE BODY SHOP CANADA LIMITED, IN THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO

Estate /Court File No. 31-303050418

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF
THE BODY SHOP CANADA LIMITED**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Natasha MacParland (LSO# 42383G)
Tel: 416.863.5567
Email: nmacparland@dwpv.com

Natalie Renner (LSO# 55954A)
Email: nrenner@dwpv.com
Tel: 416.367.7489

Tel: 416.863.0900
Fax: 416.863.0871

Lawyers for The Body Shop Canada Limited