UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
November 11, 2020

COTY INC.
(Exact name of registrant as specified in its charter)

Delaware	001-35964	13-3823358
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

350 Fifth Avenue New York, NY	10118
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (212) 389-7300

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.01 par value	**COTY**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

As previously disclosed, on June 1, 2020, Coty Inc. (the "Company" or "Coty") entered into a Separation Agreement (the "Separation Agreement") with Coty International Holding B.V., a private limited liability company organized under the laws of the Netherlands ("Coty International Holding"), Rainbow UK Bidco Limited, a private limited company incorporated under the laws of England and Wales and an affiliate of funds and/or separately managed accounts advised and/or managed by Kohlberg Kravis Roberts & Co. L.P. and its affiliates ("Purchaser") and Waves UK DivestCo Limited, a private limited company incorporated under the laws of England and Wales and an indirect subsidiary of Coty International Holding ("Newco"), regarding the acquisition of Newco, pursuant to which and subject to the terms and conditions therein, the Company will transfer its Professional Beauty (including Professional Hair, OPI and ghd) and Retail Hair businesses, which for the avoidance of doubt shall include the professional and Wella retail hair businesses in Brazil but exclude the Brazilian consumer beauty business (the "Professional Beauty Business") to Newco ("Separation").

On June 1, 2020, the Company entered into a Sale and Purchase Agreement with Coty International Holding and Purchaser (the "Purchase Agreement"). Pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Coty International Holding will sell to Purchaser a 100% of the equity interest in Newco.

Item 1.01 Entry Into a Material Definitive Agreement.

Amended and Restated Separation Agreement

On November 11, 2020, the Company, Coty International B.V., a private limited liability company organized under the laws of the Netherlands ("Coty International"), Newco and Purchaser entered into the amended and restated separation agreement (the "Amended Separation Agreement"). The Amended Separation Agreement amends and restates the Separation Agreement to reflect that, among other things, the Separation Agreement has been novated such that Coty International assumes all of the rights and obligations of Coty International Holding.

The Amended Separation Agreement includes certain provisions to facilitate the German Transfer (as defined below) and the post-completion sale and transfer of Wella UK Ltd. ("Wella UK") and the Irish Professional Beauty Business of Coty UK&I Limited as further described below under 'Amended and Restated Purchase Agreement'. The Amended Separation Agreement additionally provides for, or amends, certain obligations of the parties thereto in respect of: (1) the conduct of claims following Separation; (2) the usage by the Company and Newco of certain Company marks following Separation; (3) transitional support to be provided by the Company to Newco in relation to regulatory compliance matters; (4) the allocation of certain shared sites and employees; and (5) the mitigation and allocation of costs arising from agreed changes to certain transitional services, among other things.

The foregoing description of the Amended Separation Agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Amended Separation Agreement, which is attached as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Amended and Restated Purchase Agreement

On November 11, 2020, the Company, Coty International and Purchaser entered into the amended and restated Sale and Purchase Agreement (the "Amended Purchase Agreement"). The Amended Purchase Agreement amends and restates the Purchase Agreement to reflect that, among other things, the Purchase Agreement has been novated to reflect the assumption of all rights, obligations and liabilities of Coty International Holding by Coty International.

The Amended Purchase Agreement provides that the transfer of the German real estate from Coty International and its subsidiaries to Purchaser (the "German Transfer") has been removed as a condition to completion and is instead a post-completion undertaking to effect the German Transfer pursuant to a separate sale and transfer agreement. Coty International and Purchaser will additionally procure the post-completion sale and transfer of (i) Wella UK to Wella UK Holdings Limited and (ii) the Irish Professional Beauty Business of Coty UK&I Limited to Wella UK. The Amended Purchase Agreement additionally provides for certain obligations in respect of Purchaser relating to the conduct of business between the date of the Purchase Agreement and date of completion and certain amendments to the allocation of costs and expenses as between the parties.

The foregoing description of the Amended Purchase Agreement and the transactions contemplated thereby, does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Amended Purchase Agreement, which is attached as Exhibit 2.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events.

On November 12, 2020, the Company issued a press release announcing the execution of the Amended Separation Agreement and the Amended Purchase Agreement and the anticipated completion of the transactions contemplated thereby by November 30, 2020. A copy of the press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K.

Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the Exchange Act) or otherwise subject to the liabilities under that Section and shall not be deemed to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933 or the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number:	Description
2.1	Amended and Restated Separation Agreement, dated November 11, 2020, by and among Coty Inc., Coty International B.V., Waves UK Divestco Limited and Rainbow UK Bidco Limited.
2.2	Amended and Restated Sale and Purchase Agreement, dated November 11, 2020, by and among Coty Inc., Coty International B.V. and Rainbow UK Bidco Limited.
99.1	Press Release, dated November 12, 2020.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Coty Inc.
(Registrant)

Date: November 12, 2020

By: /s/ Kristin Blazewicz
Kristin Blazewicz
Chief Legal Officer, General Counsel and Secretary

Exhibit 2.1

DATED 11 November 2020

***COTY INC.*,**

***COTY INTERNATIONAL B.V.*,**

WAVES UK DIVESTCO LIMITED

and

RAINBOW UK BIDCO LIMITED

AMENDED & RESTATED

SEPARATION AGREEMENT

CONTENTS

THIS AGREEMENT is made on 11 November 2020.

BETWEEN:

(1) **COTY INC.**, a Delaware corporation whose registered office is at 350 Fifth Avenue, New York, NY 10118, United States (the "**Seller Parent**");

(2) **COTY INTERNATIONAL B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam and its registered office address at Buitenveldertselaan 3, 1082 VA Amsterdam, the Netherlands and is registered with the trade register of the Dutch Chamber of Commerce under number 75592932 (the "**Seller**");

(3) **WAVES UK DIVESTCO LIMITED**, a company incorporated in England and Wales with registered number 12625660 whose registered office is at C/O Coty UK, 5 St George's Road, Wimbledon, London SW19 4DR, United Kingdom (the "**Company**"); and

(4) **RAINBOW UK BIDCO LIMITED**, a company incorporated in England and Wales with registered number 12628284 whose registered office is at 11th Floor 200 Aldersgate Street, London EC1A 4HD, United Kingdom (the "**Purchaser**").

WHEREAS:

(A) The Seller Parent, Coty International Holding, B.V. (the "**Original Seller**") and the Purchaser entered into the original separation agreement, dated 1 June 2020 (the "**Original Agreement**").

(B) On or around the date of this Agreement, the parties and the Original Seller entered into a novation deed ("**Novation Deed**") for the novation of all the rights and obligations of the Original Seller to the Seller from the Effective Date (as defined therein).

(C) The parties desire to enter into this Agreement to amend and restate, in its entirety, the Original Agreement.

(D) On the Original Agreement Date, the Seller Parent, the Original Seller and the Purchaser entered into a sale and purchase agreement, pursuant to which the Purchaser agreed to purchase from the Seller the entire issued share capital of the Company (the "**Acquisition**"), as further described in the SPA.

(E) As at the Original Agreement Date, the Company was a wholly-owned subsidiary of Seller, and the Seller's Group carried on the RemainCo Business and the DivestCo Business.

(F) This Agreement sets out the terms on which: (1) the DivestCo Business shall be transferred to the DivestCo Group; and (2) the Company shall directly or indirectly acquire each member of the DivestCo Group (other than itself).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

"**Accounts Payable**" means in respect of a Business, the trade and other debts due and owing to a third party by any member of the Seller's Group in connection with the Business immediately prior to the Separation Effective Time, or which become due and owing after the Separation Effective Time on account of the payment of goods acquired or services received in connection with the Business prior to the Separation Effective Time, together with any interest payable on those debts;

"**Accounts Receivable**" means in respect of a Business, the trade and other debts due and owing to the Seller or any member of the Seller's Group by a third party in connection with the Business immediately prior to the Separation Effective Time, or which become due and owing after the Separation Effective Time on account of the payment of goods supplied or services performed in connection with the Business prior to the Separation Effective Time, together with any interest payable on those debts and the benefit of all guarantees, indemnities, security and other rights relating to those debts, and shall include any customer loan receivables, trade terms, listing fees, rebates, sales returns, coupons, accruals and accrued income;

"**Acquisition**" has the meaning given in Recital (B);

"**Active Claims**" means:

(a) each Pre-Coty Claim in respect of which the Seller has given notice under Clause 20.3;

(b) each Third Party Claim;

(c) each Indemnity Claim;

(d) each Pre-Completion Claim; and

(e) the German Inventorship Claim;

"**Actual Realisation**" (and the correlative term "**Actually Realises**") means, with respect to a Relief, either (i) the receipt by any party (or any member of such party's Group) of cash from a Taxation Authority reflecting such Relief or (ii) the application of such Relief to reduce any cash payments with respect to Taxes which that party would have otherwise made without regard to such Relief;

"**Additional Criteria**" has the meaning given to it in Clause 2.3(b);

"**Affiliate**" of any person means any person who or which, directly or indirectly, controls, or is controlled by, or is under common control with such person, and "**control**" (together with its correlative meanings, "**controlled by**" and "**under common control with**") means, with respect to any other person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person (through ownership of voting securities or other ownership interests, by contract or otherwise);

"**Agreed Form TSA**" means the draft transitional services agreement (excluding services schedule) in the agreed terms or as otherwise approved by the Separation Committee;

"**Agreement**" means this agreement;

"**Assets**" means:

(a) in respect of a DivestCo Business, all of the property, rights and assets owned, used, leased or subleased by a member of the Seller's Group immediately prior to the Separation Effective Time exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the relevant DivestCo Business and the Specified OPI Media Insurance Policy (on and subject to its terms) (the "**DivestCo Assets**"); or

(b) in respect of the RemainCo Business, all property, rights and assets owned, used, leased or subleased by a member of the Seller's Group immediately prior to the Separation Effective Time, other than the DivestCo Assets, whether in connection with or for the benefit of the RemainCo Business or otherwise (the "**RemainCo Assets**"),

in each case:

(c) including all Authorisations, Goodwill, the benefit (subject to the burden) of the Contracts, Properties, Fixed Assets, Loose Plant, Tooling, Domain Names and Social Media Properties, Stock, IT Systems, Business IP Assets, the Business Claims, Books and Records, and all rights as contemplated by the Transaction Documents on and subject to the terms of the Transaction Documents; and

(d) excluding the Excluded Assets;

"**Authorisations**" means:

(a) in respect of the DivestCo Business, any licence, approval, authorisation, permission, concession, notification, waiver, order or exemption which is issued or granted under applicable laws or regulations exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the DivestCo Business; and

(b) in respect of the RemainCo Business, any other licence, approval, authorisation, permission, concession, notification, waiver, order or exemption which is issued or granted under applicable laws or regulations, save for those set out in paragraph (a) of this definition;

"**Books and Records**" means:

(a) in respect of a DivestCo Business, all corporate or statutory books, records, information, documents and other material (however recorded) relating to a DivestCo Group member (such as corporate registers and records) or exclusively or predominantly to the DivestCo Business owned or otherwise held by a Seller's Group member immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all other corporate or statutory books, records, information, documents and other materials (however recorded) owned or otherwise held by a Seller's Group member, save for those referred to in paragraph (a) of this definition;

"**Brands**" means each of the brands set out in Schedule 3;

"**Brazil Business**" means the Brazilian professional beauty and Wella retail hair businesses conducted by the Seller's Group prior to the Separation Effective Time, which develop, manufacture and sell professional beauty products under the Brands specified in Schedule 3 in respect of it (excluding the Excluded Brands), excluding the Senador Canedo manufacturing operations;

"**Brazil Term Sheet**" means the term sheet in the agreed terms relating to the Separation of the Brazil Business;

"**Businesses**" means each DivestCo Business and the RemainCo Business, and "**Business**" means any one of them;

"**Business Claims**" means:

(a) in respect of a DivestCo Business, the benefit of all rights, claims and causes of action against any person arising exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the Business by the Seller's Group, prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, the benefit of any other rights, claims and causes of action of the Seller's Group arising against any person prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition,

in each case excluding rights and claims to the extent they relate to any of the Excluded Assets;

"**Business Day**" has the meaning given to it in the SPA;

"**Business IP Assets**" means:

(a) in respect of the DivestCo Business, all Intellectual Property Rights owned by a member of the Seller's Group immediately prior to the Separation Effective Time exclusively or predominantly in connection with or exclusively or predominantly for the benefit of one or more of the relevant DivestCo Businesses including without limitation: (i) those Intellectual Property Rights specified in the IPR Allocation Matrix, and (ii) any rights in the product named "NAILPLEX"; and

(b) in respect of the RemainCo Business, all other Intellectual Property Rights owned by any Seller's Group member immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition,

in each case excluding the Excluded Assets;

"**Carve-Out Pre-Completion Documents**" means those documents specified as such in Schedule 5;

"**Carve-Outs**" means the Forward Carve-Outs and the Reverse Carve-Outs;

"**Chair**" has the meaning given to it in Clause 23.5;

"**CoC Approval**" has the meaning given to it in Clause 5.8(b);

"**Code**" means the Internal Revenue Code of 1986, as amended;

"**Collective Agreement**" means any collective bargaining agreement, works council agreement or any agreement with any Employee Representative which is applicable to the Seller's Group (whether on an industry level or otherwise);

"**Committee Member**" means a member of the Separation Committee from time to time;

"**Companies Act**" means the Companies Act 2006 as amended at any time prior to the date hereof;

"**Completion**" means completion of the sale and purchase of the entire issued share capital of the Company in accordance with the terms of the SPA;

"**Completion Accounts**" has the meaning given to it in the SPA;

"**Conducting Party**" means:

(a) in respect of any Pre-Coty Claim in respect of which the Seller has given notice under Clause 20.3, the Seller, or its duly appointed advisors or other persons, as applicable;

(b) in respect of any Indemnity Claim, the Seller;

(c) in respect of any Pre-Completion Claim:

  (i) the Seller, if the Pre-Completion Claim is in respect of a RemainCo Liability; and

  (ii) the Company, if the Pre-Completion Claim is in respect of a DivestCo Liability;

(d) in respect of any Third Party Claim:

  (i) the Seller, if the Third Party Claim is brought against a DivestCo Group member; or

  (ii) the Company, if the Third Party Claim is brought against a RemainCo Group member; and

(e) in respect of the German Inventorship Claim, the Company;

"**Continuing Provisions**" means Clause 1, and Clauses 24 to 43 (inclusive);

"**Contracts**" means:

(a) in respect of a DivestCo Business, all contracts, undertakings, agreements, engagements and arrangements entered into by, or on behalf of, the Seller's Group, or the benefit of which have been assigned to the Seller's Group, exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the DivestCo Business and which remain to be completed or performed (either in whole or part) or remain in force, or in respect of which the Seller's Group has any rights, immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all contracts, undertakings, agreements, engagements and arrangements entered into by, or on behalf of, the Seller's Group, or the benefit of which have been assigned to the Seller's Group, exclusively in connection with or exclusively for the benefit of the RemainCo Business and which remain to be completed or performed (either in whole or part) or remain in force, or in respect of which the Seller's Group has any rights, immediately prior to the Separation Effective Time,

in all cases, excluding:

(c) all contracts, undertakings, agreements, engagements and arrangements entered into by, or on behalf of, the Seller's Group, or the benefit of which has been assigned to the Seller's Group other than those referred in paragraphs (a), (b) or (d) of this definition (the "**Shared Contracts**"); and

(d) Excluded Assets, all contracts of employment with employees and any leases or other documents relating to the ownership or occupation of the Properties.

"**Controller**" has the meaning given to it in Clause 19.4(c);

"**Controller Personal Data**" has the meaning given to it in Clause 19.4(b);

"**Controlling Party**" has the meaning given to it in Clause 19.9;

"**Correct Owner**" has the meaning given to it in Clause 2.14;

"**CP Satisfaction Date**" means the date on which the last of the Conditions (as defined in the SPA) set out in clauses 5.1(a), (b), (c), and (d) of the SPA is satisfied;

"**Data Protection Laws**" has the meaning given to it in Clause 19.4(a);

"**Data Subject**" has the meaning given to it in Clause 19.4(c);

"**Day 1 Readiness**" has the meaning given to it in Clause 2.2;

"**Day 1 Readiness Report**" has the meaning given to it in Clause 2.3;

"**Delayed Time Inventory**" has the meaning given to it in Clause 3.12;

"**Delayed Transfer Time**" has the meaning given to it in Clause 3.1(a);

"**Deposit Amount**" has the meaning given to it in Clause 3.12;

"**Dispute**" has the meaning given to it in Clause 33.1;

"**DivestCo Assets**" has the meaning given to it in the definition of Assets;

"**DivestCo Automatic Transfer Employees**" means those employees of any RemainCo OOS Entity or RemainCo Retained Entity in a jurisdiction where the Transfer Regulations apply who are assigned to the DivestCo Business for the purposes of the Transfer Regulations and form part of the Target Organisation Structure and so are expected to transfer to a DivestCo Employer in connection with a Forward Carve-Out pursuant to Clause 15.8(a);

"**DivestCo Business**" means:

(a) the Brazil Business;

(b) the GHD Business;

(c) the OPI Business;

(d) the Professional Hair Business; and

(e) the Retail Hair Business;

"**DivestCo Continuing Employees**" means the employees of any DivestCo Transferred Entity who are not RemainCo Offer Employees or RemainCo Automatic Transfer Employees and form part of the Target Organisation Structure as at the Separation Effective Time;

"**DivestCo Employees**" means the DivestCo Automatic Transfer Employees, the DivestCo Offer Employees, and the DivestCo Continuing Employees including any such employees hired to fill any Open Roles in accordance with Clause 15;

"**DivestCo Employers**" means the DivestCo Transferred Entities and DivestCo NewCos;

"**DivestCo Employment Liabilities**" has the meaning given in Clause 15.11;

"**DivestCo Excluded Liabilities**" has the meaning given in Schedule 1;

"**DivestCo Group**" means the Company, each DivestCo NewCo and each DivestCo Transferred Entity (which, for the avoidance of doubt, shall not include any DivestCo Transferred Entity that the Separation Committee determines shall be subject to a Post-Completion Transfer until such time as that entity is transferred (directly or indirectly) to the Company), and "**member of the DivestCo Group**" shall be construed accordingly;

"**DivestCo Liabilities**" has the meaning given in Schedule 1;

"**DivestCo NewCo**" means an entity (including entities yet to be incorporated) specified as such in the Separation Allocation Chart or otherwise approved by the Separation Committee;

"**DivestCo Offer Employees**" means those DivestCo Employees who are employed by any RemainCo OOS Entity or RemainCo Retained Entity who are not DivestCo Automatic Transfer Employees and who are assigned to the DivestCo Business (in accordance with Clause 15.1) and form part of the Target Organisation Structure and so are expected to transfer to a DivestCo Employer in connection with a Forward Carve-Out pursuant to Clause 15.8(b);

"**DivestCo Refusing Employee**" has the meaning given in Clause 15.11(b);

"**DivestCo Share Transfers**" has the meaning given in Clause 2.1(a);

"**DivestCo Share Transfer Pre-Completion Documents**" means those documents specified as such in Schedule 5;

"**DivestCo Specified Accounts Receivable**" means those Accounts Receivable of a Local Seller subject to a Forward Carve-Out that are separately identifiable as relating to the Professional Hair Business and notified by the Seller to the Purchaser no less than ten (10) Business Days prior to Completion;

"**DivestCo Transferred Entity**" means an entity specified as such in the Separation Allocation Chart or as otherwise approved by the Separation Committee;

"**Dividend Equivalents**" means any dividend equivalents arising under the Seller LTIP;

"**Domain Names and Social Media Properties**" means:

(a) in respect of a DivestCo Business, each domain name or social media property (including any user or similar account) owned or controlled by a member of the Seller's Group immediately prior to the Separation Effective time exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the relevant DivestCo Business including without limitation those set forth on Schedule 7; and

(b) in respect of the RemainCo Business, any other domain name or social media property (including any user or similar account) owned or controlled by the Seller's Group immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition;

"**Employee Consultation Process**" has the meaning given to it in the SPA;

"**Employee Matters Side Letter**" means the letter agreement related to employment matters between the Seller Parent, the Seller and the Purchaser dated as of the Original Agreement Date;

"**Employee Representative**" has the meaning given to it in the SPA;

"**Employment Approvals**" has the meaning given to it in Clause 15.24;

"**Employment Liabilities**" means any Losses and Liabilities arising from or in relation to the employment or engagement of any person or its termination including:

(a) any obligation relating to pay, benefits, or compensation;

(b) any obligation to pay any redundancy, severance, notice, compensation for any post-employment restriction or other payment due on or in relation to the termination of a person's employment or engagement;

(c) any obligation arising in relation to any Employee Representative, the operation or termination of any collective agreement, the Employee Consultation Process and any other information or consultation obligation of the applicable employer;

(d) any dispute with or claim brought by any employee, worker or other individual service provider;

(e) any breach of any contract of employment or other agreement with any employee;

(f) any breach of applicable laws relating to employment practices, the employment or engagement of any person or its termination including any applicable laws relating to health and safety at work, discrimination and equal opportunities, equal pay, harassment, retaliation or victimisation, mobbing, working time, wages, overtime payments, annual leave and the calculation of holiday pay, record keeping, the classification of employees, workers and independent contractors, immigration, family rights;

(g) the payment of employee welfare and retirement and other employment related Tax for which the employer is liable to account or pay to the relevant Taxation Authority;

(h) any breach of the Transfer Regulations;

(i) any substantial change to an employee's working conditions or remuneration to the employee's detriment; and

(j) any breach of applicable laws relating to social insurance, social deductions for workplace benefits or other statutory benefits;

"**Encumbrance**" has the meaning given to it in the SPA;

"**Escalation Procedure**" has the meaning given to it in Clause 33.2;

"**Existing Product**" means a Product of a type and formulation manufactured by or on behalf of the Seller or a RemainCo Group member on or before the Separation Effective Time, which is manufactured before, on or after the Separation Effective Time;

"**Excluded Assets**" means, in respect of a Business, those assets specified as such in Schedule 2;

"**Excluded Brands**" means each of:

(a) the "**Adidas**" brand; and

(b) subject to the licence granted in Clause 18.3, the COTY brand, the HFC PRESTIGE PRODUCTS brand and the Butterfly logo;

"**Excluded Liabilities**" means the DivestCo Excluded Liabilities or the RemainCo Excluded Liabilities (as applicable);

"**Excluded Loans**" has the meaning given to it in Clause 18.12(a);

"**Excluded Services**" means services in relation to the matters set out in Schedule 11;

"**Excluded Transacting Assets**" has the meaning given to it in Clause 3.1(b);

"**Facility Licence**" means, in respect of a Shared Property, a limited exclusive licence permitting the use by the applicable member of the DivestCo Group of certain space, offices, work stations, furniture, fixtures and equipment located at the Shared Property for the purposes of operating the Business, pursuant to a Transitional Services Agreement;

"**Factoring Arrangements**" has the meaning given to it in Clause 9.1(a);

"**Fixed Assets**" means:

(a) in respect of a DivestCo Business all the plant, machinery and equipment which is physically attached to:

  (i) any Property of that Business that is owned or used by the Seller's Group exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the Business immediately prior to the Separation Effective Time; or

  (ii) any Shared Property of the Business that is to be transferred to the Purchaser's Group in accordance with Clause 14.5 to the extent such plant, machinery or equipment is owned or used by the Seller's Group exclusively or predominantly for the benefit of the Business immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all other plant, machinery and equipment owned or used by the Seller's Group immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition,

but in all cases excludes the Excluded Assets, and any landlord's fixtures or fittings in any Property which is subject to a Lease.

"**Forward Carve-Outs**" has the meaning given to it in Clause 2.1(a);

"**French Protected Employee**" means any DivestCo Automatic Transfer Employee based in France who is considered a "protected employee" under Article L.2414-1 of the French Labor Code and whose transfer under the Transfer Regulations is subject to the prior authorisation of the French labor administration;

"**GDPR**" has the meaning given to it in Clause 19.4(a);

"**German Inventorship Claim**" means the claim described in Schedule 12 hereof;

"**German Land Charge**" means the charge granted by Wella KG over certain of its properties;

"**German Real Estate**" means:

(a) the property located at Wellastrasse 2-4 in 36088 Hünfeld, that is registered in the land register of Hünfeld, local court of Hünfeld, folio 2811 and comprising of parcels 13/18 and 13/30 and all rights and easements as agreed between the parties to be necessary for the existing use of the property;

(b) the property located at Hauptstraße 17 / Gewerbestraße 12 in Steinberg, that is registered in the land register of Rothenkirchen, local court of Auerbach, folio 289 and comprising of parcel 307/5, folio 427 and comprising of parcels 347/1, 348/1, 349/2, 354 A and 632, folio 548 and comprising of parcel 634, folio 594 and comprising of parcel 633/2, folio 655 and comprising of parcel 653, and folio 890 and comprising of parcel 635/1;

(c) the property located at Zeppelinstraße / Rudolf-Diesel-Straße in 64331 Weiterstadt that is registered in the land register of Weiterstadt, local court of Darmstadt, folio 4740 and comprising of plot 4 parcels 37/2, 21/2, 20/11 and 22/3; and

(d) the property located in the bungalow housing estate (*Bungalow-Siedlung*) Seedorf that is registered in the land register of Basedow, local court of Demmin, folio 984 and comprising of plot 11, parcels 44/25, 43/24 and 42/25;

"**GHD Business**" means the "Good Hair Day" business conducted by the Seller's Group, which develops, manufactures and sells hair care and styling appliances, and related products, under the Brands specified in Schedule 3 in respect of it (excluding the Excluded Brands);

"**GHD France**" means GHD France S.A R.L.;

"**Global Documents**" means the following Seller's Group documents:

(a) Data Privacy Manual;

(b) Personal Data Breach Procedure; Guide to Personal Data Breaches;

(c) Data Protection Impact Assessment Procedure;

(d) Data Subject Access Request Procedure;

(e) GDPR consent guidance;

(f) Data Privacy Playbook for Marketing and Digital;

(g) Data Retention Policy;

(h) Third Party Engagement Policy;

(i) GPP01 – Managing Allegations of Misconduct;

(j) GPP02 – Government Searches;

(k) GPP03 – Fair Competition;

(l) GPP04 – Anti-Bribery & Anti-Corruption;

(m) GPP05 – Conflicts of Interest;

(n) GPP06 – Data Privacy; and

(o) GPP07 – Trade Sanctions;

"**Goodwill**" means, in respect of a Business, the goodwill of the Business together with the exclusive right for a person to carry on and represent itself as carrying on the Business in succession to the current owner and operator of the Business, including (in the case of a DivestCo Business) in relation to that Business's Brands, but in all cases excluding the Excluded Assets;

"**Gross up Amount**" has the meaning given to it in Clause 32.3;

"**Group**" means:

(a) except as provided below, in relation to any company, that company and its subsidiaries and subsidiary undertakings, any holding company or parent undertaking of that company and all other subsidiaries and subsidiary undertakings of any such holding company or parent undertaking and their respective members, employees and/or partners as the case may be from time to time, save that:

(b) in relation to the Seller, the Seller's Group;

(c) in relation to the Purchaser, the Purchaser's Group;

(d) in relation to the Company, the DivestCo Group; and

in all cases excluding any holding company or parent undertaking of Coty, Inc, and all subsidiaries and subsidiary undertakings of such holding company or parent undertaking other than Coty, Inc and its subsidiaries and subsidiary undertakings;

"**Hünfeld Receivable**" means the receivable owed to the RemainCo Group in an amount of (as at June 2019) approximately US$7 million as at the Original Agreement Date in connection with the Hünfeld plant (DE) and, in particular, the restructuring fund set up for employees located at the Hünfeld plant;

"**Inactive Offer Employee**" means a DivestCo Offer Employee who is not actively at work and is on an approved or statutory leave of long term sickness absence as at the Separation Effective Time;

"**Incumbent Employees**" means the DivestCo Automatic Transfer Employees, the DivestCo Offer Employees and the DivestCo Continuing Employees if the Separation Effective Time was taken to be the time of this Agreement;

"**Indemnified Party**" means:

(a) in respect of any Pre-Coty Claim in respect of which the Seller has given notice under Clause 20.3, a member of the Purchaser's Group; and

(b) in respect of any Indemnity Claim, a member of the Purchaser's Group;

(c) in respect of any Pre-Completion Claim:

(i) a member of the Purchaser's Group, if the Pre-Completion Claim is in respect of a RemainCo Liability; and

(ii) a member of the Seller's Group, if the Pre-Completion Claim is in respect of a DivestCo Liability;

(d) in respect of any Third Party Claim:

(i) a member of the Purchaser's Group if the Third Party Claim is brought against a DivestCo Group member; or

(ii) a member of the Seller's Group if the Third Party Claim is brought against a RemainCo Group member; and

(e) in respect of the German Inventorship Claim, a member of the Seller's Group;

"**Indemnity Claim**" means any claim brought by a third party in respect of which the Seller is liable to the Purchaser pursuant to Clause 7.8 of the SPA and of which the Purchaser or the Company has given the Seller written notice;

"**Intellectual Property Rights**" means trade secrets, trademarks, service marks, rights in trade names, business names, logos or get-up, patents, supplementary protection certificates, rights in inventions, registered and unregistered design rights, copyrights, database rights, image rights and rights to personality, rights in domain names and URLs and social media presence accounts, and all other similar rights in any part of the world (including in confidential information, trade secrets and Know-how), including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

"**International Employee**" has the meaning given to it in Clause 15.23;

"**IP Cross-Licence**" means a draft cross-licensing agreement in respect of the Shared IPR substantially on the terms of the IP Cross-Licence term sheet in the agreed terms;

"**IPR Allocation Matrix**" means the IP allocation matrix in the agreed terms, subject to any amendments pursuant to Clause 17;

"**IT Systems**" means:

(a) in respect of a DivestCo Business, computers, computer systems, workstations, networks, servers, routers, hubs, circuits, switches, data communications lines, hardware, software, databases and all other equipment and systems (including any outsourced systems and processes) used to process, store, maintain and operate data and functions used exclusively or predominantly in connection with or exclusively or predominantly for the benefit of the DivestCo Business by a Seller's Group member immediately prior to the Separation Effective Time, including systems to operate payroll, accounting, billing/receivables, payables, inventory, asset tracking, customer service and human resources functions; and

(b) in respect of the RemainCo Business, all other computers, computer systems, workstations, networks, servers, routers, hubs, circuits, switches, data communications lines, hardware, software, databases and all other equipment and systems (including any outsourced systems and processes) used to process, store, maintain and operate data and functions owned or used by a Seller's Group member immediately prior to the Separation Effective Time, save for those set out in paragraph (a) of this definition,

in each case excluding any Excluded Assets;

"**Know-how**" means industrial and commercial information and techniques, in each case, in any form not in the public domain, and including drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;

"**Lease**" means, in relation to any Property, if applicable, the lease or sublease, as applicable, under which the Property is held by a Seller's Group member as at the Original Agreement Date or immediately prior to the Separation Effective Time;

"**Liabilities**" means all liabilities, claims, expenses, damages, disputes, duties or obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent or ascertained or unascertained and whether owed or incurred severally or jointly or as principal or surety;

"**Local Business**" means, in respect of a Carve-Out, the Business of the Local Seller that is being transferred to the relevant Local Purchaser pursuant to that Carve-Out;

"**Local Implementation Agreements**" means the DivestCo Share Transfer Pre-Completion Documents, the Carve-Out Pre-Completion Documents and the Other Transfer Documents, in each case, in accordance with Clause 2.10;

"**Local Purchaser**" means, in respect of a Carve-Out, the entity that is acquiring the relevant Business from the relevant Local Seller as set forth in the Separation Allocation Chart;

"**Local Seller**" means, in respect of a Carve-Out, the entity that is transferring the relevant Business (to the extent conducted by it) to the relevant Local Purchaser as set forth in the Separation Allocation Chart;

"**Long Term Agreements**" means the definitive documentation for contract manufacturing services relating to the Brazil Term Sheet and the LTA Term Sheet and, in respect of the Brazil Term Sheet, the definitive documentation for the Retained Functions (as defined in the Brazil Term Sheet);

"**Loose Plant**" means:

(a) in respect of a DivestCo Business, all the loose plant, machinery, equipment, tools, furniture and vehicles owned by a Seller's Group member exclusively or predominantly in connection with or exclusively or predominantly for the benefit of that DivestCo Business immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all other loose plant, machinery, equipment, tools, furniture and vehicles owned by a Seller's Group member immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition,

but in each case excludes Stock, Tooling, IT Systems and items which are subject to any hire or hire purchase agreement, leasing agreement, credit sale agreement or agreement for payment on deferred terms (which, for the avoidance of doubt, are captured under the "Contracts" definition);

"**Losses**" means, in respect of any matter, event or circumstance, all damages, losses (including any consequential losses), debts, obligations, Taxes, damages available at law or in equity, interest, claims, loss of profit, costs, charges, penalties (including administrative monetary penalties), fines, judgments, amounts paid in settlement, assessments or reassessments, expenses, legal or professional fees and disbursements, or Liabilities of any nature (and Loss will be construed accordingly) on a full indemnity basis, without reduction for tariff rates or similar reductions, except for the purposes of Clauses 2.17 and 2.18 in respect of which all Taxes shall be excluded;

"**LTA Term Sheet**" means the term sheet in the agreed terms relating to the manufacturing agreement for the Sanford site;

"**Maker**" has the meaning given to it in Clause 31.1;

"**Management Team**" has the meaning given to it in Clause 24.2(a);

"**Manufacturing Agreement**" has the meaning give to it in Clause 21.3;

"**Net Economic Benefit**" has the meaning given to it in Clause 3.1;

"**New Transacting Assets**" has the meaning given to it in Clause 3.1;

"**No Local Presence Jurisdictions**" means Argentina, Costa Rica, Czechia, Korea, Malaysia, Slovakia, Taiwan and UAE and any other jurisdiction as approved by the Separation Committee (such approval not to be unreasonably withheld, delayed or conditioned);

"**Non-Form Document**" has the meaning given to it in Clause 2.10;

"**Non-Recourse Factoring Arrangements**" has the meaning given to it in Clause 9.1(b);

"**Notice**" has the meaning given to it in Clause 43.1;

"**Notice of Nonpayment**" has the meaning given to it in Schedule 8;

"**Open Roles**" means those roles in the Target Organisation Structure that are vacant from time to time, from the Original Agreement Date to the Separation Effective Time;

"**OPI Business**" means the OPI business conducted by the Seller's Group prior to the Separation Effective Time, which develops, manufactures and sells nail products, under the Brands specified in Schedule 3 in respect of it (excluding the Excluded Brands);

"**Original Agreement**" has the meaning given in Recital (A);

"**Original Agreement Date**" means 1 June 2020;

"**Other Transfer Documents**" has the meaning given to it in Clause 2.9;

"**party**" or "**parties**" means a party or the parties to this Agreement;

"**Permitted Encumbrance**" has the meaning given to it in the SPA;

"**Personal Data**" has the meaning given to it in Clause 19.4(c);

"**Personal Data Breach**" has the meaning given to it in Clause 19.4(c);

"**Pre-Completion Claim**" means a claim arising before the Separation Effective Time, and which remains outstanding immediately following the Separation Effective Time, by a third party against a RemainCo Group member in respect of a DivestCo Liability, or a DivestCo Group member in respect of a RemainCo Liability;

"**Pre-Completion LAPP Awards**" has the meaning given to it in Clause 15.16(c);

"**Pre-Completion Separation Steps Completion**" has the meaning given to it in Clause 2.8;

"**Pre-Coty Claim**" has the meaning given to it in Clause 20.2;

"**Processed Personal Data**" has the meaning given to it in Clause 19.4(d);

"**Processing**" has the meaning given to it in Clause 19.4(c);

"**Processing Party**" has the meaning given to it in Clause 19.9;

"**Processor**" has the meaning given to it in Clause 19.4(c);

"**Products**" means:

(a) in respect of the DivestCo Business, products produced by the DivestCo Business under any of the Brands immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all other products produced by a Seller's Group member immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition;

"**Professional Hair Business**" means the professional hair business conducted by the Seller's Group prior to the Separation Effective Time, which develops, manufactures and sells professional hair products, under the Brands specified in Schedule 3 in respect of it (excluding the Excluded Brands);

"**Properties**" means:

(a) in respect of a DivestCo Business, the properties of which limited particulars are set out in Schedule 4 for that DivestCo Business; and

(b) in respect of the RemainCo Business, each other property owned, leased or to which a Seller's Group member otherwise has rights as at the Original Agreement Date or immediately prior to the Separation Effective Time, save for the properties referred to in paragraph (a) of this definition,

in each case excluding the Excluded Assets;

"**Purchaser's Group**" has the meaning given to it in the SPA;

"**Purpose**" has the meaning given to it in Clause 19.6;

"**Readiness Criteria**" has the meaning given to it in Clause 2.3;

"**Recipient**" has the meaning given to it in Clause 31.1(a);

"**Recourse Factoring Arrangements**" has the meaning given to it in Clause 9.1(c);

"**Relief**" means any relief, loss, allowance, credit, exemption, deduction or set off, or any right to repayment of Taxation;

"**RemainCo Assets**" has the meaning given to it in the definition of Assets;

"**RemainCo Automatic Transfer Employees**" means those employees of a DivestCo Transferred Entity in a jurisdiction where the Transfer Regulations apply who are assigned to the RemainCo Business for the purposes of the Transfer Regulations and so are expected to transfer to a member of the RemainCo Group in connection with a Reverse Carve-Out pursuant to Clause 15.9(a);

"**RemainCo Business**" means the business conducted by the Seller's Group but excluding the DivestCo Business;

"**RemainCo Continuing Employees**" means those RemainCo Employees employed by any RemainCo OOS Entity or RemainCo Retained Entity who are not DivestCo Employees;

"**RemainCo Employees**" means those employees of the Seller's Group who are not DivestCo Employees;

"**RemainCo Employment Liabilities**" has the meaning given in Clause 15.12;

"**RemainCo Group**" means each RemainCo OOS Entity (including the Seller and the Seller Parent), each RemainCo Retained Entity and each RemainCo NewCo, and "**member of the RemainCo Group**" shall be construed accordingly;

"**RemainCo Liabilities**" has the meaning given in Schedule 1;

"**RemainCo NewCo**" means an entity (including entities yet to be incorporated) specified as such in the Separation Allocation Chart;

"**RemainCo Offer Employees**" means those RemainCo Employees employed by any DivestCo Transferred Entity who are not RemainCo Automatic Transfer Employees and so are expected to transfer to a member of the RemainCo Group in connection with a Reverse Carve-Out pursuant to Clause 15.9(b);

"**RemainCo OOS Entity**" means an entity specified as such in the Separation Allocation Chart or as otherwise approved by the Separation Committee;

"**RemainCo Retained Entity**" means an entity specified as such in the Separation Allocation Chart or as otherwise approved by the Separation Committee;

"**Rental Costs**" has the meaning given to it in Schedule 8;

"**Representatives**" means in relation to either party, that party, its Affiliates, and its and their respective directors, officers, employees, professional advisers, agents and other representatives;

"**Restricted Stock Unit**" means a restricted stock unit granted under the Seller LTIP;

"**Retail Hair Business**" means the retail hair business conducted by the Seller's Group prior to the Separation Effective Time, which develops, manufactures and sells retail hair products, under the Brands specified in Schedule 3 in respect of it (excluding the Excluded Brands);

"**Retention Bonus Payments**" has the meaning given to it in Clause 15.17(b);

"**Retention Bonuses**" has the meaning given to it in Clause 15.17;

"**Reverse Carve-Outs**" has the meaning given to it in Clause 2.1(b);

"**Reverse Deposit Amount**" has the meaning given to it in Clause 3.16;

"**Seller LAPP**" means the Seller Parent's Leadership Annual Performance Plan;

"**Seller LTIP**" means the Amended and Restated Coty Inc. Equity and Long Term Incentive Plan;

"**Seller's Group**" means the Seller Parent and its subsidiary undertakings from time to time, including the DivestCo Group prior to the Separation Effective Time and excluding the DivestCo Group on and from the Separation Effective Time, and "**member of the Seller's Group**" shall be construed accordingly;

"**Senior Incumbent Employee**" means any Incumbent Employee employed by a Seller's Group member with a grading of Work Level 5 or above, but excluding any RemainCo Employees;

"**Separation**" means the separation of the RemainCo Business and the DivestCo Business in accordance with the terms of this Agreement and the Separation Materials;

"**Separation Allocation Chart**" means the separation allocation chart in the agreed terms, subject to any changes in accordance with Clause 2.19;

"**Separation Blueprint**" means the separation blueprint in the agreed terms, subject to any changes (including by way of addendum) approved by the Separation Committee;

"**Separation Committee**" has the meaning given to it in Clause 23.1;

"**Separation Deliverables**" has the meaning given to it in Clause 2.7;

"**Separation Effective Time**" means the time immediately prior to Completion and immediately prior to the Completion Accounts Effective Time (as such term is defined in the SPA);

"**Separation Materials**" means the Separation Allocation Chart, the Separation Blueprint and the Separation Steps Plans;

"**Separation Steps Plans**" means the Project Waves Tax Strawman Plans prepared by PricewaterhouseCoopers Advisory NV dated 27 May 2020 and the Brazil Addendum dated 29 May 2020, subject to any changes in accordance with Clause 2.19, and any other steps plans approved by the Separation Committee as being "Separation Steps Plans";

"**Service Schedules**" means the service schedules of the Transitional Services Agreements to be agreed in accordance with Clause 18.13 or, failing agreement prior to the Separation Effective Time, the baseline services schedules in the agreed terms;

"**Shared Contracts**" has the meaning given to it in the definition of Contracts;

"**Shared IPR**" means all the Intellectual Property Rights specified as "**Licensed IP**" in the IP Cross-Licence;

"**Shared Properties**" means each of those Properties set out in Schedule 6;

"**Shared Tooling**" means all tooling, molds, packaging (including quality range boards, technical drawings and specifications, construction materials and artwork), patters, displays or forms owned by or licensed to the Seller's Group immediately prior to the Separation Effective Time that have been used by the Seller's Group but which are not owned or licensed by the Seller's Group exclusively or predominantly in connection with or exclusively or predominantly for the benefit of a DivestCo Business or exclusively or predominantly in connection with or exclusively or predominantly for the benefit of a RemainCo Business;

"**SPA**" means the amended and restated sale and purchase agreement entered into on or around the date of this Agreement amongst the Seller Parent, the Seller and the Purchaser;

"**Specified OPI Media Insurance Policy**" means the Media Professional Liability Policy (Policy No. MEP-23344-20) issued by Atlantic Specialty Insurance Company to OPI Products Inc.;

"**Split Lease**" has the meaning given to it in Clause 14.5;

"**Split Lease Approval**" has the meaning given to it in Clause 14.5;

"**Stock**" means, in respect of a Business, the stock, raw materials, components, work in progress, finished goods, packaging and promotional material held by the Seller's Group immediately prior to the Separation Effective Time in connection with the Business, excluding the Excluded Assets;

"**Stock Option**" means a stock option granted under the Seller LTIP;

"**Stranded Costs**" has the meaning given to that term in the Transitional Services Agreements;

"**Sub-Committees**" has the meaning given to it in Clause 23.14;

"**Sublease**" means a sublease, by and between the relevant member of the Seller's Group and the relevant member of the DivestCo Group, on substantially the terms set out in Schedule 8;

"**Sublease Approval**" has the meaning given to it in Clause 14.7;

"**Subleased Area**" has the meaning given to it in Clause 14.7;

"**Subleased Property**" means either the relevant Property let under a Sublease or the Subleased Area (as appropriate);

"**Supervisory Authority**" has the meaning given to it in Clause 19.4(c);

"**Target Organisation Structure**" means the organisational structure in relation to the staffing of the DivestCo Business as set out in the Separation Blueprint as the "**To-Be**" organisational structure, as updated and amended in accordance with Clause 15;

"**Tax**" or "**Taxation**" means all governmental, state, community, municipal or regional taxes, levies, imposts, duties, charges, deductions, withholdings and social security or national insurance contributions of any kind arising in any part of the world and all penalties, surcharges and interest included in or relating to any such taxes, levies, imposts, duties, charges, deductions, withholdings and social security or national insurance contributions;

"**Tax Contest**" means any audit, review, examination or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes;

"**Taxation Authority**" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world having authority in the assessment, collection or administration of Tax;

"**Third Party Claim**" means a claim arising on or after the Separation Effective Time by a third party against a RemainCo Group member in respect of a DivestCo Liability, or a DivestCo Group member in respect of a RemainCo Liability;

"**Tooling**" means:

(a) in respect of a DivestCo Business, all tooling, molds, packaging (including quality range boards, technical drawings and specifications, construction materials and artwork), patters, displays or forms owned or licensed by a member of the Seller's Group exclusively or predominantly in connection with or exclusively or predominantly for the benefit of that DivestCo Business, immediately prior to the Separation Effective Time; and

(b) in respect of the RemainCo Business, all other tooling, molds, packaging (including quality range boards, technical drawings and specifications, construction materials and artwork), patters, displays or forms owned or licensed by a member of the Seller's Group immediately prior to the Separation Effective Time, save for those referred to in paragraph (a) of this definition,

in each case, excluding any Shared Tooling;

"**Transaction Document**" has the meaning given to it in the SPA;

"**Transfer Approvals**" has the meaning given to it in Clause 5.7(b);

"**Transfer Date**" has the meaning given to it in Clause 15.8 or 15.9, as applicable;

"**Transferred DivestCo Employees**" means those DivestCo Continuing Employees who are employed following the Separation Effective Time, DivestCo Automatic Transfer Employees who do not object to their transfer (where such right exists) pursuant to Clause 15.8(a) and DivestCo Offer Employees who accept an offer of employment pursuant to Clause 15.8(b);

"**Transferred RemainCo Employees**" means those RemainCo Continuing Employees who are employed following the Separation Effective Time, RemainCo Automatic Transfer Employees who do not object to their transfer (where such right exists) pursuant to Clause 15.9(a) and RemainCo Offer Employees who accept an offer of employment pursuant to Clause 15.9(b);

"**Transferred Policies**" means (i) each insurance policy held by a DivestCo NewCo or DivestCo Transferred Entity on the Separation Effective Time; and (ii) the Specified OPI Media Insurance Policy;

"**Transfer Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any other relevant local instrument implementing Acquired Rights Directive 2001/23/EC and any other laws providing for automatic transfer or employer substitution, or that permit the transfer of employees without an offer of employment, and similar laws and regulations in jurisdictions with DivestCo Employees or RemainCo Employees;

"**Transitional Services Agreements**" has the meaning given to it in Clause 18.13;

"**Transitional Transacting Agreement**" has the meaning given to it in Clause 3.3;

"**Transitional Transacting Contract**" has the meaning given to it in Clause 3.1;

"**Transitional Transacting Entity**" has the meaning given to it in Clause 3.1;

"**Treasury Regulation**" means the United States Treasury Regulations promulgated under the Code and references to a "**Treasury Regulation Section**" are to a section of the Treasury Regulations;

"**TSA Inventory**" has the meaning given to it in Clause 3.12;

"**TSA Period**" means the period commencing on Completion and ending on the date being 24 months thereafter, as extended by a Transitional Services Agreement;

"**Unexpected DivestCo Employee**" has the meaning given to it in Clause 15.19;

"**Unexpected RemainCo Employee**" has the meaning given to it in Clause 15.21;

"**Vacating Tenant**" has the meaning given to it in Clause 14.10;

"**VAT**" means: (i) in relation to any jurisdiction within the European Union, the value added tax provided for in Directive 2006/112/EC and charged under the provisions of any national legislation implementing that directive or Directive 77/388/EEC together with legislation supplemental thereto; (ii) in relation to Switzerland, the value added tax provided for in and charged under the Swiss Federal Value Added Tax Act of 12 June 2009 together with any supporting legislation thereto; and (iii) in relation to any other jurisdiction, the equivalent Tax (if any) in that jurisdiction, including, for the avoidance of doubt, any sales, use and goods and services Tax;

"**Working Hours**" means, save as otherwise agreed between the parties in writing, 9 a.m. to 5 p.m. on a Business Day;

"**Wrong Pockets Assets**" has the meaning given to it in Clause 2.14; and

"**Wrong Pockets Owner**" has the meaning given to it in Clause 2.15.

1.2 In this Agreement, unless the context otherwise requires:

(a) the expression "**in the agreed terms**" means in the form agreed between the Purchaser and the Seller and initialled for the purposes of identification by them or on their behalf, or exchanged by email and confirmed as agreed for these purposes, on or before the date of this Agreement;

(b) "**include**" or "**including**" are to be construed without limitation;

(c) a "**company**", "**holding company**", "**subsidiary**", "**parent undertaking**" and "**subsidiary undertaking**" shall have the same meaning in this Agreement as their respective definitions in the Companies Act (provided that where a holding company creates security over the shares of a subsidiary, that subsidiary shall be deemed not to cease being a subsidiary of the holding company solely as a result of the creation of that security);

(d) a "**person**" includes any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality);

(e) a "**third party**" is a person other than a Seller's Group, Purchaser's Group or DivestCo Group member.

(f) Recitals, Clauses, paragraphs and Schedules are (unless the context otherwise requires) to recitals, clauses and paragraphs of and schedules to, this Agreement. The Schedules form part of this Agreement;

(g) references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision;

(h) a reference to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term;

(i) a reference to "to the extent that" shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way; and

(j) references to times of day are to London time unless otherwise stated.

1.3 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.

1.4 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.

2. SEPARATION

Separation of the RemainCo Business and DivestCo Business

2.1 Subject to Clause 2.11 below, with effect from the Separation Effective Time (or such earlier time or times as determined by the Seller having consulted with the Separation Committee in good faith), the Seller and the Company shall, and shall procure that the applicable members of the Seller's Group and the DivestCo Group shall:

(a) transfer the DivestCo Business to the DivestCo Group by causing:

(i) the sale of all of the issued shares (together with all rights and advantages attaching to them at the Separation Effective Time) in each DivestCo Transferred Entity, free from any Encumbrances other than Permitted Encumbrances, directly or indirectly, to the Company (the "**DivestCo Share Transfers**"); and

(ii) the DivestCo Business (and DivestCo Assets and DivestCo Liabilities) of each member of the RemainCo Group to be transferred, free from any Encumbrances other than Permitted Encumbrances, to a member of the DivestCo Group, whether by way of asset/liability transfer, business sale, demerger or otherwise (the "**Forward Carve-Outs**"); and

(b) transfer the RemainCo Business (and RemainCo Assets and RemainCo Liabilities) of each member of the DivestCo Group to a member of the RemainCo Group, whether by way of asset/liability transfer, business sale, demerger or otherwise (the "**Reverse Carve-Outs**"),

in each case in accordance with the Separation Materials and the terms of this Agreement. No Seller's Group member shall be subject to a Carve-Out except to the extent:

(c) specified in the terms of this Agreement; or

(d) specified in the Separation Materials,

and in the event of any conflict, paragraph (c) shall prevail over paragraph (d), subject to any changes approved by the Separation Committee.

Day 1 Readiness Assessment and Separation Notice

2.2 The parties agree that their intention is that Completion will only occur when the DivestCo Group would be in a position to operate and conduct the DivestCo Business in substantially the manner provided for in the Separation Blueprint and in any event in substantially the same manner, to the same standard and in the same places as it was conducted by the Seller's Group in the twenty four (24) months prior to the Separation Effective Time, taking into account the DivestCo Group's benefits and obligations under this Agreement, the Transitional Services Agreements, Transitional Transacting Agreements and Manufacturing Agreements ("**Day 1 Readiness**").

2.3 Within ten (10) Business Days of a written request from the Seller or the Purchaser, the Separation Committee shall prepare and deliver to the parties a report setting out its opinion (acting reasonably and in good faith) as to Day 1 Readiness (a "**Day 1 Readiness Report**") assessed based on the following criteria (the "**Readiness Criteria**"):

(a) the ability of the Seller's Group and DivestCo Group to implement all of the pre-Completion elements of the Separation Blueprint; and

(b) such additional criteria as the Separation Committee may (acting reasonably and in good faith) agree for the purposes of assessing Day 1 Readiness ("**Additional Criteria**").

2.4 The Seller agrees and undertakes to the Purchaser that it shall not deliver a Separation Notice (as defined in the SPA) to the Purchaser unless and until it has first:

(a) notified the Separation Committee that it intends to deliver the Separation Notice (as defined in the SPA) at least fifteen (15) Business Days prior to the date on which it intends to deliver it;

(b) satisfied itself (acting reasonably and in good faith) that each draft Separation Deliverable will, on execution, provide for the implementation of this Separation Agreement in a manner consistent in all material respects with its terms;

(c) provided to the Purchaser signed copies of each Separation Deliverable on an unreleased basis to be held to the Seller's order and automatically to be released at the Separation Effective Time; and

(d) having reviewed and considered the latest Day 1 Readiness Report prepared in accordance with Clause 2.3, satisfied itself (acting reasonably and in good faith) that if the Separation Effective Time were to occur within five (5) Business Day of the proposed Separation Notice (as defined in the SPA) being delivered, Day 1 Readiness would be achieved upon Completion.

2.5 The Seller shall use its reasonable best endeavours to ensure that it is able to deliver the Separation Notice (as defined in the SPA) under the SPA as soon as reasonably practicable after the Inside Date and in any event by the Long Stop Date (as each term is defined in the SPA).

No Local Presence Jurisdictions

2.6 The parties acknowledge that, in connection with the Separation, the DivestCo Business as conducted in each No Local Presence Jurisdictions may be reorganised by the Seller, with the prior written consent of the Separation Committee acting reasonably:

(a) the DivestCo Business ceases to be conducted by a legal entity that is a member of the Seller's Group in the No Local Presence Jurisdiction; and

(b) the DivestCo Business is instead either:

(i) conducted through one or more third parties (selected with the prior written consent of the Separation Committee acting reasonably) in the No Local Presence Jurisdiction (including by way of third party distribution arrangements); or

(ii) exited and will no longer be conducted in the No Local Presence Jurisdiction,

and in any case the DivestCo Business shall exclude for all purposes the business conducted by any Seller's Group member incorporated in the No Local Presence Jurisdictions, however, for the avoidance of doubt, the DivestCo Business shall not be precluded by virtue of this provision from operating the DivestCo Business in the No Local Presence Jurisdictions following the Separation Effective Time.

Local Implementation Agreements

2.7 Subject to Clause 2.11 below, on or before the Separation Effective Time, the Seller and the Company shall, and shall procure that the applicable members of the Seller's Group and the DivestCo Group shall, duly execute and deliver:

(a) the DivestCo Share Transfer Pre-Completion Documents; and

(b) the Carve-Out Pre-Completion Documents,

and deliver copies of such duly executed documents (together with duly executed Transitional Services Agreements, Transitional Transacting Agreements, Manufacturing Agreements, and IP Cross-Licences, the "**Separation Deliverables**") to the Purchaser, save for any such document in respect of a Post-Completion Transfer, which shall be deemed not to be a Separation Deliverable.

2.8 Upon delivery of the duly executed Separation Deliverables by the Seller to the Purchaser, the "**Pre-Completion Separation Steps Completion**" shall be deemed to have occurred.

2.9 As soon as reasonably practicable on or after the Separation Effective Time (or after the relevant Delayed Transfer Time in respect of any Excluded Transacting Assets or New Transacting Assets, or time of transfer in respect of a Post-Completion Transfer), the Seller shall, and shall procure that the applicable members of the Seller's Group shall, and the Company shall, and shall procure that the applicable members of the DivestCo Group shall, execute and deliver such other instruments of transfer, conveyance and assignment, bills of sale, certificates of title and other documents to the extent necessary to evidence the DivestCo Share Transfers and the Carve-Outs in accordance with the Separation Deliverables (the "**Other Transfer Documents**"). To avoid doubt, the Other Transfer Documents shall not be Separation Deliverables, and delivery of them shall not be required in order for the Pre-Completion Separation Steps Completion to occur.

2.10 The Seller shall provide to the Purchaser any proposed Local Implementation Agreements (based on the form in the agreed terms, or, in the case of steps set out in the Separation Materials to not be effected by way of business sale or share transfer, on terms consistent in their treatment of assets and liabilities with the agreed terms documents) for its review at least fifteen (15) Business Days (or twenty (20) Business Days if any substantial change or material adverse change to any member of the DivestCo Group is proposed, compared to the form in the agreed terms, a "**Non-Form Document**") before the execution of each such Local Implementation Agreement (together with any related certificates of formation and incorporation, or any constituent or governing corporate documentation). The Seller shall in good faith take into account any reasonable request of the Purchaser in relation to such documents (and provide the Purchaser with details, where relevant, of why any requests made by the Purchaser are not able to be taken into account), provided that, to the extent that the Purchaser has not informed the Seller in writing of any requested changes within twelve (12) Business Days of receipt of such a document (excluding a Non-Form Document), the Purchaser shall be deemed to have irrevocably approved the document on such terms. Any Non-Form Document shall require the Separation Committee's approval prior to finalisation or execution, such consent not to be unreasonably withheld, conditioned or delayed.

Post-Completion Transfers

2.11 The parties agree that, as at the Original Agreement Date , it is their intention that the implementation of each DivestCo Share Transfer, Forward Carve-Out or Reverse Carve-Out is to occur on or before the Separation Effective Time, with the exception of:

(a) the Excluded Transacting Assets; and

(b) step 2.2 of the steps for Germany in the Separation Steps Plan

(the "**Agreed Delayed Transfers**").

2.12 In respect of the Agreed Delayed Transfers, and otherwise to the extent the Separation Committee determines, in its absolute discretion, that the implementation of any other DivestCo Share Transfer, Forward Carve-Out or Reverse Carve-Out should occur after the Separation Effective Time (a "**Post-Completion Transfer**"), the Seller and the Company shall, and shall procure that the applicable members of the Seller's Group and the DivestCo Group shall, procure that such DivestCo Share Transfer, Forward Carve-Out or Reverse Carve-Out is completed at such delayed time (and for the avoidance of doubt in accordance with the terms of this Agreement). For the purposes of Clause 2.7, any DivestCo Share Transfer Pre-Completion Documents or Carve-Out Pre-Completion Documents relating to a Post-Completion Transfer shall not be considered Separation Deliverables, provided however, that, (i) for the avoidance of doubt, the provisions of Clause 2.10 shall apply with respect to such documents, and (ii) the parties agree that signed but unreleased copies of any DivestCo Share Transfer Pre-Completion Documents or Carve-Out Pre-Completion Documents relating to the transfer of the German Real Estate, the shares in Wella UK Ltd and the Irish DivestCo Business of Coty UK&I Ltd shall be "Separation Deliverables", save to the extent they cannot be signed on the Completion Date due to any applicable notarisation or apostille process.

2.13 **German Real Estate**

Subject to the conditions precedent (*aufschiebende Bedingungen des schuldrechtlichen Anspruchs*) which apply for Completion, as soon as reasonably practicable after Completion (and in any event within five (5) Business Days of Completion), the Seller and the Purchaser shall procure that the applicable members of the Seller's Group and the Purchaser's Group enter into, and duly execute, a sale and transfer agreement on substantially the terms set forth in Schedule 12 of the SPA pursuant to which the relevant member of the Seller's Group sells and transfers the legal title in the German Real Estate to the Purchaser's Group. For the avoidance of doubt and notwithstanding any other provision in this Agreement (with the only exception being the first sentence of this Clause 2.13, which shall prevail), this Agreement shall not constitute a legal claim by any member of the Purchaser's Group against the member(s) of the Seller's Group which own the German Real Estate to require the transfer of legal title in the German Real Estate, and no member of the Purchaser's Group shall have a legal claim against such member(s) of the Seller's Group to request the transfer of the legal title (*Anspruch auf Übereignung*) in the German Real Estate under this Agreement.

Wrong Pockets

2.14 In the event that, at any time after Completion (or after the relevant Delayed Transfer Time in respect of any Excluded Transacting Assets or New Transacting Assets, or time of completion in respect of a Post-Completion Transfer):

(a) the Seller or a member of the Seller's Group becomes aware that it holds or has received a DivestCo Asset (in each case, other than in the ordinary course of trading of the DivestCo Group);

(b) the Company or a member of the DivestCo Group becomes aware that it holds or has received a RemainCo Asset (in each case, other than in the ordinary course of trading of the RemainCo Group),

(such Assets being "**Wrong Pockets Assets**"), except as provided otherwise in this Agreement, the Seller or the Company (as applicable) shall procure that the relevant Wrong Pockets Asset (together with any benefit or income arising on it, net of Tax and other out of pocket expenses accruing to a Group member as a result of holding that interest since Completion, or as applicable, the Delayed Transfer Time) is promptly transferred to (and accepted and assumed as applicable by) the relevant member of the DivestCo Group (in the case of DivestCo Assets) or the relevant member of the Seller's Group (in the case of RemainCo Assets) (the "**Correct Owner**"), in each case without the Correct Owner being required to pay any further consideration in respect of the transfer of the Wrong Pocket Asset.

2.15 Until the effective time of the transfer in accordance with Clause 2.14 of any Wrong Pockets Asset, the party whose Group member holds such Wrong Pockets Asset (the "**Wrong Pockets Owner**") shall procure that the Wrong Pockets Owner holds it (together with any benefit or income arising on it, net of Tax and other out of pocket expenses accruing to a Group member as a result of holding that interest since Completion, or as applicable, the Delayed Transfer Time) on trust for the Correct Owner.

2.16 If, after Completion:

(a) any Seller's Group member makes any payment or discharge of a DivestCo Liability, the Purchaser shall (or shall procure that the relevant Purchaser's Group member shall) reimburse the relevant Seller's Group member within twenty (20) Business Days of receipt of a demand (together with evidence of the relevant payment or discharge) for such payment or discharge; or

(b) any Purchaser's Group member makes any payment or discharge of a RemainCo Liability, the Seller shall (or shall procure that the relevant Seller's Group member shall) reimburse the relevant Purchaser's Group member within twenty (20) Business Days of receipt of a demand (together with evidence of the relevant payment or discharge) for such payment or discharge,

in each case without any further adjustment to the Final Consideration (as defined under the SPA).

Cross-indemnification

2.17 Notwithstanding any other provision in this Agreement, on and from the Separation Effective Time, the Seller hereby indemnifies and shall keep indemnified the Purchaser and each member of the Purchaser's Group against any and all Losses it suffers arising out of or in connection with any DivestCo Excluded Liability.

2.18 Notwithstanding any other provision in this Agreement, on and from the Separation Effective Time, the Company hereby indemnifies and shall keep indemnified the Seller and each member of the Seller's Group against any and all Losses it suffers arising out of or in connection with any DivestCo Liability.

Separation Allocation Chart and Separation Steps Plans

2.19 The Seller or Purchaser may, from time to time, notify the Separation Committee of any proposed changes to the agreed terms of any Local Implementation Agreement, the Separation Allocation Chart and the Separation Steps Plans. The parties shall procure that the Separation Committee considers the proposed changes in good faith and the Separation Committee may approve or reject the change.

2.20 Upon approval in accordance with Clause 2.19, the agreed terms of the relevant document shall be deemed to be those so approved or deemed approved.

Separation Blueprint

2.21 The Separation Committee shall be responsible for finalising the Separation Blueprint, including by deciding on any matters that are identified as for joint planning or agreement (or similar). The parties shall procure that their representative Committee Members act in good faith in finalising the Separation Blueprint as soon as reasonably practicable following the Original Agreement Date.

2.22 The parties agree to use, and procure that their respective Group members use, their reasonable best endeavours to implement the Separation Blueprint in accordance with the timelines set out in the Separation Blueprint and allocation of responsibility in the Separation Blueprint.

2.23 The Seller or Purchaser may, from time to time, notify the Separation Committee of any proposed changes to the Separation Blueprint. The parties shall procure that the Separation Committee considers the proposed changes in good faith and the Separation Committee may approve or reject the change.

2.24 Notwithstanding anything in this Agreement and any of the contents of the Separation Blueprint, no party shall be obliged to take any action to implement the Separation Blueprint to the extent doing so would result in a breach of any applicable laws or regulations or require it to provide information of a commercially sensitive nature without first redacting such information. To avoid doubt, the Separation Committee shall not engage in any joint planning or agreement (or similar) prior to the CP Satisfaction Date that directs the pre-CP Satisfaction Date operations of the DivestCo Business or any businesses that comprise or will comprise the DivestCo Business prior to Completion.

Proposed Changes

2.25 When considering any change proposed pursuant to Clauses 2.19 or 2.23, the Separation Committee must act reasonably, and in any event the Separation Committee must promptly approve a change proposed by the Seller if such proposed change is not reasonably expected by the Separation Committee to result in any adverse consequence for the DivestCo Business, the Purchaser, the Company or any member of their respective Groups, taking into account any any indemnification in favour of the DivestCo Group in the SPA, including for secondary tax liabilities and Taxes in connection with Separation.

Consideration

2.26 The Seller shall prepare a draft allocation of the consideration or price for or value of any sales, purchases, transfers or other actions, transactions, matters or circumstances contemplated by and in connection with the Separation (including for the avoidance of doubt any DivestCo Share Transfer, Post-Completion Transfer and any Carve-Out), including for the avoidance of doubt any allocation of such to any Assets (the "**Proposed Allocation**"). The Seller shall as soon as reasonably practicable notify the Purchaser of its Proposed Allocation (including any changes it proposes to make to a previous Proposed Allocation) and give the Purchaser the opportunity to make comments thereon. In the event the Seller objects to any of the comments provided by the Purchaser, the Seller and Purchaser shall negotiate in good faith to mutually agree on the allocation (such agreed allocation, the "**Final Allocation**"). If no mutual agreement is reached, then the matter will be treated as a Dispute in accordance with Clause 33. The Separation Committee shall (and any Sub-Committees of the Separation Committee shall) accept a change to the Separation Materials if the change is related to such Final Allocation.

3. DAY 1 OPERATING MODEL AND DELAYED TRANSFERS

Definitions

3.1 Unless the context requires otherwise, the following terms have the following meanings in this Clause 3:

(a) "**Delayed Transfer Time**" means the earlier of such time notified by the Separation Committee to the parties pursuant to Clause 3.9 and the end of the TSA Period;

(b) "**Excluded Transacting Assets**" means, in respect of a Transitional Transacting Entity:

(i) each contract between the Transitional Transacting Entity and a third party customer, distributor or supplier in respect to the DivestCo Business (each a "**Transitional Transacting Contract**");

(ii) any assets or liabilities of the Transitional Transacting Entity arising as a result of a contract referred to in paragraph (i) or otherwise in respect of a third party customer, distributor or supplier relationship in respect to the DivestCo Business as conducted by the Transitional Transacting Entity immediately prior to the Separation Effective Time;

(iii) legal (but, where possible, not beneficial) title to the Stock held by the Transitional Transacting Entity in connection with the DivestCo Business immediately prior to the Separation Effective Time;

(iv) any RemainCo Group intercompany agreements in respect of the DivestCo Brands; and

(v) any Authorisations required to sell the relevant Products or perform the Transitional Transacting Contracts.

(c) "**Net Economic Benefit**" means the net economic benefit as described in Clause 3.5 in respect of DivestCo Products transacted through the Seller's Group entities;

(d) "**New Transacting Assets**" has the meaning given in Clause 3.11;

(e) "**Transitional Transacting Agreements**" has the meaning given to it in Clause 3.3; and

(f) "**Transitional Transacting Entity**" means each RemainCo Retained Entity that is subject to a Forward Carve-Out and that is identified by the Separation Committee as transacting directly with distributors, customers, suppliers or the principal of the Seller's Group, in connection with the DivestCo Business, in accordance with Clause 3.9.

Delayed Transfers

3.2 Notwithstanding any other provision of this Agreement but subject to Clause 3.7, the following provisions shall apply in respect of a Forward Carve-Out of the Local Business of each Transitional Transacting Entity:

(a) the Assets and Contracts of the Local Business to be transferred at the Separation Effective Time, and Shared Contracts for the purpose of Clause 14, shall exclude the Excluded Transacting Assets; and

(b) at the Delayed Transfer Time in respect of the Transitional Transacting Entity, the Transitional Transacting Entity shall transfer to the relevant Local Purchaser (or comply with Clause 14 in respect of Shared Contracts) the Excluded Transacting Assets and the New Transacting Assets, in each case to the extent still held by the Local Seller at the Delayed Transfer Time, on the same terms as it would have at the Separation Effective Time but for this Clause 3.2 and as though each reference to the Separation Effective Time herein was a reference to the Delayed Transfer Time, provided that the reference to "eighteen (18) months" in Clause 5.12 shall be deemed to be a reference to "nine (9) months";

(c) for financial and management reporting purposes (or if not permissible under applicable law, only management reporting purposes), it is the intention of the parties (to the extent permissible under applicable law) to enable the Seller's Group to deconsolidate the DivestCo Business in respect of any relevant Excluded Transacting Assets and for the Company to consolidate;

(d) the transfer of the Excluded Transacting Assets and the New Transacting Assets to the Local Purchaser at the Delayed Transfer Time shall be for nil consideration and if any payment is required for local law purposes, the parties shall agree a mechanism whereby the Seller shall reimburse the Purchaser for the payment made by the Local Purchaser (save to the extent the consideration for a Excluded Transacting Asset was not paid for at Completion) save for the Delayed Time Inventory, which the Local Purchaser shall acquire from the relevant Transitional Transacting Entity for a value calculated on the basis set out in Schedule 3 of the SPA to be paid by the Local Purchaser to the Local Seller, subject to Clause 3.13.

Transitional Transacting and Net Economic Benefit

3.3 The Seller and the Company shall, or shall procure that the relevant RemainCo Group and DivestCo Group members respectively shall, enter into an agreement or agreements on or before the Separation Effective Time, pursuant to which, in respect of each Transitional Transacting Entity, the Transitional Transacting Entity will continue to sell the relevant Products and, where applicable, the relevant Local Purchaser shall (or shall procure that its Group members shall) supply the relevant Products to the Transitional Transacting Entity (whether as agent, distributor or otherwise, as approved by the Separation Committee in accordance with Clause 3.9) (each, a "**Transitional Transacting Agreement**") in each case in a manner substantially consistent with the following principles:

(a) the relevant Local Purchaser (the "**Non-Transacting Entity**") shall be responsible for all Losses arising after the Separation Effective Time in connection with Products sold by the relevant Transitional Transacting Entity, including as a result of any breach of applicable law or product recall (except to the extent caused by: (i) any fraud or negligence by the Transitional Transacting Entity; (ii) any breach by the Transitional Transacting Entity of the terms of this Agreement or the Transitional Transacting Agreement; or (iii) any breach by any member of the Local Purchaser's Group of the terms of any Transitional Services Agreement);

(b) in relation to product recalls:

(i) the Transitional Transacting Entity shall provide the Non-Transacting Entity all reasonable assistance (at the Non-Transacting Entity's cost) in developing and implementing a recall strategy; and

(ii) the Transitional Transacting Entity shall not initiate a product recall without the Non-Transacting Entity prior written consent, except as required by law (in such circumstance, with the prior consultation of the Non-Transacting Entity and taking into account the reasonable requests of the Non-Transacting Entity);

(c) in the event that no Net Economic Benefit is realised and instead there is a negative Net Economic Benefit, the loss shall be for the account of the Non-Transacting Entity, and the Non-Transacting Entity shall compensate the Transitional Transacting Entity to the extent it directly incurs such loss;

(d) the Transitional Transacting Entity shall be required to manage working capital (including accounts receivable, accounts payable and inventory, including relevant payment terms) in the ordinary course, in the same manner as the twenty four (24) months prior to the Original Agreement Date, and shall pass the Net Economic Benefit to the Non-Transacting Entity in a manner that does not result in the Non-Transacting Entity being in a materially different working capital position than it would be if it were the transacting entity. As soon as practicable after the Original Agreement Date, the Separation Committee shall establish and agree relevant payment terms to reflect this working capital principle which shall be included in each Transitional Transacting Agreement with a view to preserving the working capital position of the relevant Non-Transacting Entities;

(e) payment of the Net Economic Benefit from the Transitional Transacting Entity to the Non-Transacting Entity shall be settled on a monthly basis. In the event such payment of the Net Economic Benefit results in a change of the DivestCo Group's or RemainCo Group's net working capital (on a normalised basis), such difference shall be settled within a time period to be agreed by the Separation Committee; and

(f) in the event that a restriction under applicable laws or regulations applies (or would apply) to the performance by a Transferred DivestCo Employee (or persons who would become Transferred DivestCo Employees) of activities in connection with the Transitional Transacting Agreement (or any related services) to be establishing pursuant to this Clause 3.3, the parties shall be required to take such measures as are required to enable performance of the Transitional Transacting Agreement (or any related services), which may include the delayed transfer of persons who would otherwise become Transferred DivestCo Employees. To the extent not provided for elsewhere in the Transaction Documents, the Liabilities related to any person subject to such a delayed transfer will be apportioned as though such person became a Transferred DivestCo Employee at the Separation Effective Time.

3.4 The Company shall indemnify and hold harmless the RemainCo Group from all Loss relating to any RemainCo Retained Entity which is a Transitional Transacting Entity performing its obligations under the Transitional Transacting Agreement, any Excluded Transacting Asset or any New Transacting Asset, including, without limitation, any fees, costs and expenses incurred in connection with the maintenance of any Authorisations and compliance with any requirements of any governmental or other authority (other than the Accounts Payable as at the Separation Effective Time), in each case arising after the Separation Effective Time and excluding any Loss that arises due to: (i) any fraud or negligence by any member of the Seller's Group (including the Transitional Transacting Entity); (ii) any breach by any member of the Seller's Group (including the Transitional Transacting Entity) of the terms of this Agreement or the Transitional Transacting Agreement; or (iii) any breach by any member of the Seller's Group of the terms of any Transitional Services Agreement. The Seller Parent shall procure that no member of the Seller's Group recovers for a breach of or under this Clause 3.4, any Transitional Transacting Agreements (or any documents entered into pursuant to them) or otherwise more than once in respect of the same Losses suffered (or part of such Losses), with the intent that there will be no double counting for breach of or under such documents or otherwise (for the avoidance of doubt, taking into account any amount fully provided for in the Completion Accounts).

3.5 The arrangements under Clause 3.3 shall be on terms that provide for the relevant Non-Transacting Entity to receive the same net economic benefit as it would have had had it sold the Products directly to the relevant distributor or customer (whether by way of agency, management or distribution fee, licensing fee, or other charge) and purchased the relevant products and services directly from the relevant suppliers, in each case under the Excluded Transacting Assets or New Transacting Assets as applicable, provided that no expenses or costs shall be taken into account in the calculation of the Net Economic Benefit to the extent they are provided for under the Transitional Service Agreements or otherwise directly incurred by a member of the DivestCo Group. The terms of each Transitional Transacting Agreement shall ensure that, from the Separation Effective Time until the relevant Delayed Transfer Time, each Transitional Transacting Entity shall provide the relevant Non-Transacting Entity, within ten (10) days of the last Business Day of each calendar month, an individual report for the purposes of calculating the Net Economic Benefit in a form to be determined by the Separation Committee acting reasonably.

3.6 The Seller and the Purchaser shall together consult, acting reasonably and in good faith, with the Separation Committee in relation to the approach and form of Transitional Transacting Agreement to be entered into in respect of each Transitional Transacting Entity and shall take into account any reasonable comments of the Separation Committee.

3.7 The Seller shall not (and shall procure no member of the Seller's Group shall) enter into any Transitional Transacting Agreement except as approved in accordance with Clause 3.9. Without prejudice to Clause 3.4, the parties agree that the entry by any members of the Seller's Group and the Purchaser's Group into any Transitional Transacting Agreements (following approval of such agreements in accordance with Clause 3.9), which reflect terms that that differ from those set out in Clauses 3.1 to 3.5, shall not be a breach of Clauses 3.1 to 3.5.

Notification Obligations

3.8 During the period commencing on the Original Agreement Date and ending at the Separation Effective Time, the Seller and the Purchaser shall cooperate in good faith in relation to the establishment of the "day 1 operating model" pursuant to this Clause 3, with a view to ensuring that immediately following the Separation Effective Time the DivestCo Group will have the economic benefit of the DivestCo Business notwithstanding that DivestCo Group members may not at that time hold certain Authorisations in respect of Products held by members of the Seller's Group.

3.9 The Seller may provide the Separation Committee with written notice setting out those entities that are proposed to be Transitional Transacting Entities, the proposed Delayed Transfer Time in respect of each such Transitional Transacting Entity and the form of Transitional Transacting Agreement by no later than twenty (20) Business Days prior to the Separation Effective Time, in each case having first consulted with the Separation Committee in good faith and taken into account the reasonable comments of the Separation Committee, which matters the Separation Committee may approve or reject, in its absolute discretion, provided that it must promptly (and in any event within five (5) Business Days) approve any matters not reasonably expected by the Separation Committee to result in any adverse consequence for the DivestCo Business, the Purchaser, the Company or any member of their respective Groups.

3.10 In determining the Delayed Transfer Time in respect of a Transitional Transacting Entity, the Separation Committee shall have regard to the necessary Authorisations, IT Systems and functionality that the DivestCo Group requires in order to ensure that the DivestCo Group is in a position, on and from the Delayed Transfer Time, to continue to operate and conduct, in compliance with applicable laws and regulations, the relevant Local Business in substantially the same manner as it was conducted between the Separation Effective Time and the Delayed Transfer Time.

New Transacting Assets

3.11 In respect of each Transitional Transacting Entity, during the period commencing on the Separation Effective Time and ending on the relevant Delayed Transfer Time, the Seller shall procure that the Transitional Transacting Entity only enters into such new distributor, customer or supplier arrangements as notified in writing by the Purchaser to the Seller (the "**New Transacting Assets**", which shall be deemed to include any other assets or liabilities (subject to the same exclusions set out in Clause 3.4) held exclusively in connection with such arrangements), provided that entry into such arrangements, in the Seller's opinion (acting reasonably and in good faith), would not breach applicable law, would not bring the RemainCo Business into disrepute, would be consistent with the ordinary course of the DivestCo Business prior to the Separation Effective Time, and would not impose any Liabilities on the Seller's Group which the indemnity in Clause 3.4 does not cover. Where applicable, the Seller shall procure that the terms of such New Transacting Assets expressly permit (without the need for any further third party consent) the transfer of the New Transacting Assets to the DivestCo Group on the Delayed Transfer Time.

Refundable Deposit

3.12 The parties agree that, at the same time as the Seller delivers the draft Indebtedness Schedule to the Purchaser (as defined and determined under the SPA), the Seller shall, acting reasonably and in good faith, estimate an amount equivalent to the value of the Stock comprising an Excluded Transacting Asset, other than Stock comprising non-finished goods in respect of the Senador Canedo manufacturing operation or that are subject to a Long Term Agreement (such Stock the "**TSA Inventory**") to be calculated in accordance with the principles set out in Schedule 3 of the SPA (such amount the "**Deposit Amount**"). The Deposit Amount shall be paid by the Purchaser to the Seller, on Completion, treated as a potentially refundable deposit against the right to receive the legal and beneficial title in any Stock comprising a New Transacting Asset or Excluded Transacting Asset, other than Stock comprising non-finished goods in respect of the Senador Canedo manufacturing operation or that are subject to a Long Term Agreement, at a Delayed Transfer Time ("**Delayed Time Inventory**").

3.13 The parties further agree that the Transitional Transacting Agreements shall provide for the purchase of the Delayed Time Inventory from the relevant Transitional Transacting Entity contemplated by Clause 3.2(d) and the full refund of the Deposit Amount contemplated by Clause 3.14 at the Delayed Transfer Time.

Ongoing Obligations

3.14 In respect of each Transitional Transacting Entity, during the period commencing on the Separation Effective Time and ending on the relevant Delayed Transfer Time:

(a) the Seller shall procure that each Transitional Transacting Entity: (i) continues its corporate existence and does not take any steps to commence liquidation or winding up (or any similar process); (ii) conducts the relevant portion of DivestCo Business in the ordinary course and in compliance with applicable laws and regulations and does not, without the prior written approval of the Purchaser (such consent not to be unreasonably withheld or delayed), do or agree to do anything which is outside the ordinary course of the relevant portion of the DivestCo Business (except any acts or matters specifically authorised in the Transaction Documents, other than to the extent such conduct would diminish the value of the Excluded Transacting Assets or New Transacting Assets); (iii) satisfies its obligations under each Transitional Transacting Contract that it is a party to; and (iv) does not deal with, encumber or otherwise transfer any of the Excluded Transacting Assets or New Transacting Assets other than in accordance with the terms of the Transitional Transacting Agreements or with the Purchaser's prior written consent;

(b) the Seller shall procure that each Transitional Transacting Entity maintains any Authorisations held by it in respect of the Products (including import and export licences required to be held by the Transitional Transacting Entity to comply with its sales obligations pursuant to this Clause 3) as at the Separation Effective Time in good standing (at the Company's cost to the extent such Authorisations exclusively relate to the relevant Local Business);

(c) for financial reporting purposes the Purchaser shall direct and be responsible for the management and control of the relevant portion of the DivestCo Business held by Transitional Transacting Entities and the Seller shall, and shall procure that each such Transitional Transacting Entity shall, operate such portion of the DivestCo Business in accordance with the instructions of the Purchaser in line with the Seller's existing policies and procedures (without the net levy of any management fees, allocations or other amounts by virtue of its legal ownership of any Excluded Transacting Assets or New Transacting Assets, except, where relevant, with respect to payments contemplated by the Transitional Transacting Agreements);

(d) the Seller shall, and shall procure that each Transitional Transacting Entity, if requested by the Purchaser, provide the Purchaser all reasonably requested information (financial, commercial, operational and otherwise, including reasonable access to Seller personnel) in order to allow the Purchaser to: (i) calculate the Net Economic Benefit; or (ii) prepare the necessary arrangements in order to continue the relevant functions on and from the Delayed Transfer Time;

(e) the Purchaser shall (and shall procure that each Purchaser's Group member shall) use reasonable endeavours to comply with any reasonable request of a relevant Transitional Transacting Entity in connection with any requirements or requests of a government or other authority in connection with the Transitional Transacting Entity performing its obligations pursuant to this Clause 3.14;

(f) the parties agree to discuss in good faith, acting reasonably, any request from the Purchaser or the Seller to amend the proposed day 1 operating model for a relevant Local Business; and

(g) the Seller shall procure that each relevant Transitional Transacting Entity shall:

(i) where the Transitional Transacting Entity considers or has reason to believe that a Product is not compliant with applicable laws and regulations, immediately notify the Purchaser;

(ii) where the Transitional Transacting Entity considers or has reason to believe that a Product which it has made available is not compliant with applicable laws and regulations or presents a risk to human health immediately notify the Purchaser in writing and shall co-operate with the Purchaser to ensure that the necessary corrective action to bring the Product into compliance, to withdraw or recall it, as appropriate, is taken; and

(iii) on receipt of any complaint or report from a user of a Product or any governmental or regulatory authority about suspected incidents related to a Product that the Transitional Transacting Entity has made available, immediately forward this information to the Purchaser.

Reverse Day 1 Operating Model

3.15 In respect of each DivestCo Transferred Entity that is subject to a Reverse Carve-Out and that is identified in accordance with the same process as set out in Clause 3.9 as transacting directly with distributors, customers, suppliers or the principal of the DivestCo Group, in connection with the RemainCo Business (if any), the parties agree:

(a) that it is intended that the "day 1 operating model" set out in this Clause 3 shall apply in respect to such entities, with such appropriate changes as the Separation Committee determines necessary to reflect the nature of the arrangement in accordance with the same process as set out in Clause 3.9; and

(b) the parties agree to act reasonably and in good faith to determine the precise terms of the arrangement, in accordance with the governance provisions set out in this Clause 3.

3.16 The parties agree that, at the same time as the Seller delivers the Indebtedness Schedule to the Purchaser (as defined and determined under the SPA), the Seller shall, acting reasonably and in good faith, estimate an amount equivalent to the value of the Stock relating to the RemainCo Business that is subject to the Reverse Carve-Out (such Stock the "**Reverse TSA Inventory**") to be calculated in accordance with the principles set out in Schedule 3 of the SPA (such amount the "**Reverse Deposit Amount**"). The Reverse Deposit Amount shall be paid by the Seller to the Purchaser on Completion and treated as a potentially refundable deposit against the right to receive the legal and beneficial title in any Stock relating to the RemainCo Business that is subject to the Reverse Carve-Out at the delayed transfer time as determined in accordance with Clause 3.15.

4. AUSTRALIAN, BRAZILIAN, FRENCH AND DUTCH BUSINESSES

4.1 Notwithstanding any other provision of this Agreement, the DivestCo Group, the DivestCo Transferred Entities, the DivestCo NewCos, the DivestCo Liabilities and the DivestCo Business shall exclude:

(a) any Australian entity and such of the DivestCo Business as is conducted in Australia, unless and until the Condition set out in clause 5.1(c) of the SPA is satisfied in accordance with the SPA (and until such time this Agreement shall not form an agreement to sell or purchase any such entity or business);

(b) any French entity (save for GHD France) and such of the DivestCo Business as is conducted in France, unless and until the French Acceptance Notice (as that term is defined in the SPA) is given in accordance with the SPA;

(c) any Dutch entity and such of the DivestCo Business as is conducted in the Netherlands, unless and until the Dutch Acceptance Notice (as that term is defined in the SPA) is given in accordance with the SPA; and

(d) Wella UK Ltd and any relevant part of the Wella UK Ltd business, unless and until a sale and purchase agreement for Wella UK Ltd is signed in accordance with Clause 8.8(b) of the SPA; and

(e) the Irish DivestCo Business of Coty UK&I Ltd, unless and until a sale and purchase agreement for such Irish DivestCo Business is signed in accordance with Clause 8.8(c) of the SPA,

save for the purposes of (i) the obligations of the parties in this Agreement (other than those that provide for the transfer of such entities or businesses to the DivestCo Group), or (ii) Clause 7 of the SPA, the Seller's Fundamental Warranties, the Seller's Business Warranties, the Tax Warranties and the Tax Covenant (in each case, as those terms are defined in the SPA).

4.2 Notwithstanding any other provision of this Agreement, the parties agree that the Separation in respect of the Brazil Business shall be undertaken in accordance with the Brazil Term Sheet. The parties further agree to negotiate and agree in good faith definitive documentation giving effect to the terms of the Brazil Term Sheet as soon as reasonably practicable (and in any event on or before 20 November 2020).

5. TRANSFER OF ASSETS AND LIABILITIES

5.1 Except as otherwise expressly provided for in the forms of the Local Implementation Agreements that are in the agreed terms as at the Original Agreement Date or as otherwise approved pursuant to Clause 2.19:

(a) the Local Implementation Agreements in respect of each Carve-Out shall provide that the Carve-Out shall be effected on the terms of this Clause 5 (and shall otherwise procure that each Carve-Out is effected on such terms); and

(b) where this Clause 5 is expressed to apply to a DivestCo Share Transfer, the Local Implementation Agreements in respect the DivestCo Share Transfer shall be effected on the terms of this Clause 5 (and shall otherwise procure that each DivestCo Share Transfer is effected on such terms).

Transferred Assets

5.2 On and from the Separation Effective Time, in respect of each Forward Carve-Out, Local Seller shall transfer, convey, assign and deliver the Assets in respect of the Local Business, free from any Encumbrances other than Permitted Encumbrances, and the Local Purchaser shall accept all of the Local Seller's right, title and interest in, to and under such Assets, on and subject to the terms of this Clause 5 as applicable.

Assumed Liabilities

5.3 On and from the Separation Effective Time:

(a) in respect of each Forward Carve-Out, Local Purchaser shall assume, perform, pay and discharge such DivestCo Liabilities in respect of the Local Business, and the Local Purchaser shall indemnify the Local Seller against Losses it suffers arising out of any failure to so assume, perform, pay and discharge such DivestCo Liabilities; and

(b) in respect of each Reverse Carve-Out, the Local Purchaser shall assume, perform, pay and discharge such RemainCo Liabilities in respect of the Local Business, and the Local Purchaser shall indemnify the Local Seller against Losses it suffers arising out of any failure to so assume, perform, pay and discharge such RemainCo Liabilities in respect of the Local Business,

in each case, save to the extent any Liability is subject to any other express treatment in this Agreement or the SPA.

5.4 Each party shall (and shall procure that its Group members shall) promptly and at its own cost and expense provide all information and assistance and take all steps reasonably requested by another party to assist in the assumption, payment or discharge of the relevant liabilities pursuant to Clause 5.3 above.

Contracts and Business Claims

5.5 During the period commencing on the Original Agreement Date and ending, in respect of each Contract, on the earlier of the date such Contract is transferred to the DivestCo Group in accordance with this Clause 5 or eighteen (18) months after the Original Agreement Date:

(a) the parties shall (and shall procure that each member of their respective Groups shall) co-operate in good faith to agree a process to identify all Contracts in respect of the DivestCo Business and in each case, to the extent required, formulate a strategy to engage with the contractual counterparty to procure that the benefit of such Contract vests with the DivestCo Group on or before the Separation Effective Time;

(b) the Seller shall, and shall procure that each member of the Seller's Group shall, use its reasonable endeavours to maintain all material relationships under the Contracts in respect of the DivestCo Business, including fulfilling their obligations under such Contracts in the ordinary course of business; and

(c) it being acknowledged that any increased costs under a Contract shall be borne by each Local Purchaser, the Seller shall, and shall procure that each member of the Seller's Group shall, consult with the Purchaser prior to offering or accepting any incentive, payment, discount, increased cost or similar arrangement to/from a counterparty of a Contract in respect of the DivestCo Business in order to procure the transfer of the Contract to the DivestCo Group.

5.6 Subject to Clauses 3.2, 5.7 and 14.1, the Local Implementation Agreements shall provide for the transfer of each Contract and Business Claim subject to a Carve-Out as follows:

(a) on or before the Separation Effective Time, each Local Seller shall transfer the full benefit of each Contract and Business Claim relating to the Local Business to which the Local Seller is party or beneficiary (as applicable) to the Local Purchaser by way of assignment, novation or otherwise; and

(b) subject to Clause 2.17, the Local Purchaser shall assume the Liabilities of the Local Seller under each such Contract, comply with the obligations of the Local Seller under each such Contract, and indemnify the Local Seller for any Loss arising under each such Contract whether arising before, on or after the Separation Effective Time.

5.7 Notwithstanding anything in this Agreement or any Local Implementation Agreement to the contrary, neither this Agreement nor any Local Implementation Agreement shall constitute an agreement to sell, assign, transfer, convey or deliver any interest in any Contract or a Business Claim if such a sale, assignment, transfer, conveyance or delivery thereof:

(a) would be prohibited by applicable law or regulation; or

(b) would, without the approval (including deemed approval if applicable), authorisation or consent of, filing with, notification to, or granting or issuance of any licence, order, waiver or permit by, any relevant person (collectively "**Transfer Approvals**"):

(i) constitute a breach or other contravention of any Contract; or

(ii) be ineffective, void or voidable,

in the case of each of sub-clause (i) and (ii), unless and until such Transfer Approval is obtained.

5.8 The Seller shall, and shall procure that each member of the Seller's Group (including the Local Seller in respect of each Carve-Out) shall, use their reasonable best endeavours to obtain as soon as possible, subject to clause 5.5(c):

(a) any Transfer Approval required; and

(b) in respect of each DivestCo Share Transfer and each Carve-Out, any approval (including deemed approval if applicable), authorisation or consent of, filing with, notification to, or granting or issuance of any licence, order, waiver or permit by, any relevant person (a "**CoC Approval**") in relation to a Contract to which Clause 5.7 does not apply, without which the Separation or Transaction would result in:

(i) a breach or other contravention of the Contract;

(ii) a counterparty to the Contract becoming entitled to terminate the Contract,

in each case both before and after the Separation Effective Time and shall:

(c) keep the Company and the Purchaser fully informed in writing of the progress of obtaining the relevant Transfer Approval or CoC Approval and, where applicable, effecting the transfer; and

(d) maintain the corporate existence of any Local Seller that is party to the relevant Contract or that is entitled to make the relevant Business Claim until:

(i) the relevant Contract is transferred; or

(ii) in respect of a Business Claim, the Business Claim is transferred and all amounts received after the Separation Effective Time in settlement of any Business Claim are paid to pursuant to Clause 5.11(a)(i).

5.9 The Purchaser shall (and shall procure that its Group shall) provide such reasonable assistance as may be reasonably requested in connection with the obtaining of any Transfer Approval or CoC Approval.

5.10 Any Transfer Approval or CoC Approval that is required from third parties that are members of the Seller's Group is deemed to have been given by the Seller on the Original Agreement Date, as agent and on behalf of such member of the Seller's Group.

5.11 In the event that a Transfer Approval or a CoC Approval is not obtained by the Separation Effective Time:

(a) in the case of a Transfer Approval, unless and until the Transfer Approval is obtained:

(i) the Local Seller in respect of the relevant Contract or Business Claim shall:

(1) to the extent permissible, hold on trust absolutely any rights under the Contract or Business Claim and account to the Local Purchaser for any benefit it receives in relation to such Contract or Business Claim, and do all things as may reasonably be required to ensure that the transferee receives that benefit (including by enforcing any right against any other party to the Contract or Business Claim) (the "**Benefits**"); or

(2) where holding on trust is not permissible, make such other arrangements with the relevant Local Purchaser to provide the relevant Local Purchaser the relevant Benefits;

(ii) in the case of a Contract, the relevant Local Purchaser shall perform the obligations of the Local Seller under the Contract as the sub-contractor or agent of the Local Seller or, to the extent that is not permissible under the terms of the Contract or any applicable laws or regulations, shall co-operate with the Local Seller and take such action as may be reasonably required to enable that Contract to be duly performed and to give the Local Purchaser the benefit and burden of such Contract to the same extent as if it had been novated at the Separation Effective Time; and

(b) subject to Clause 5.12, in the case of a Transfer Approval or CoC Approval, the parties shall continue to comply with Clauses 5.8 and 5.9 in relation to such Contract or Business Claim.

5.12 If a Transfer Approval or CoC Approval is required but not able to be obtained within eighteen (18) months following the Separation Effective Time, and in the case of a Transfer Approval the alternative arrangements set out in Clause 5.11(a) cannot to be put in place by such time, either the Local Seller or the Local Purchaser (or any party) may give written notice to the other excluding the Contract from the transaction with the effect that (on and from such notice being given):

(a) in respect of a Transfer Approval – the relevant Contract or Business Claim shall be deemed an Excluded Asset and no party (or any Local Seller or Local Purchaser) shall have any further obligations under this Clause 5 in respect of such Contract or Business Claim; and

(b) in respect of a CoC Approval – the parties (including any Local Seller or Local Purchaser) shall have no further obligations under this Clause 5 in respect of the relevant Contract or Business Claim.

5.13 Notwithstanding that a Contract may not be transferred to a member of the DivestCo Group in accordance with Clause 5.12, the Seller shall, and shall procure that each member of the Seller's Group shall for a period of eighteen (18) months after the Separation Effective Time, use reasonable best endeavours to:

(a) ensure that the DivestCo Group and Purchaser's Group shall have the right to access and retain all necessary information (including the contact details of the counterparty) relating to the relevant Contract to the extent permissible under applicable law and the terms of the relevant Contract; and

(b) cooperate in good faith with the DivestCo Group and the Purchaser's Group to facilitate reasonably appropriate arrangements to maximise the continuity of business of the relevant DivestCo Business.

Real Estate

5.14 During the period commencing on the Original Agreement Date and ending, in respect of each relevant property, on the earlier of the date such property is transferred to the DivestCo Group in accordance with this Clause 5 or eighteen (18) months after the Original Agreement Date:

(a) the parties shall (and shall procure that each member of their respective Group shall) co-operate in good faith to agree a process to identify any additional properties that are owned, leased or otherwise used by the Seller's Group in respect of the DivestCo Business and in each case, to the extent required, formulate a strategy to engage with the contractual counterparty to procure that the benefit (or the relevant proportion of the benefit) of such property is transferred to the DivestCo Group;

(b) the Seller shall, and shall procure that each member of the Seller's Group shall, use reasonable best endeavours to maintain all material relationships in respect of any Properties (including any identified under Clause 5.14(a)), including by using reasonable best endeavours to fulfil their material obligations under any relevant lease, sub-lease or licence in the ordinary course of business; and

(c) it being acknowledged that costs associated with increases in the rental or other amounts due under a Lease shall be borne by the relevant Local Purchaser, the Seller shall, and shall procure that each member of the Seller's Group shall consult with the Purchaser prior to offering or accepting any incentive, payment, discount, increased rent or similar arrangement to/from a counterparty of a Property Lease.

5.15 Subject to this Clause 5.15 and Clause 5.16, the Local Implementation Agreements shall provide for the transfer of each Property (other than the Shared Properties) subject to a Carve-Out to the relevant Local Purchaser as follows:

(a) with respect to Properties in which the Seller's Group has a freehold interest:

(i) on or before the Separation Effective Time, the Local Seller shall transfer its freehold interest in the Property, free from any Encumbrances other than Permitted Encumbrances, to the relevant Local Purchaser pursuant to a conveyance deed or similar instrument; and

(b) with respect to Properties in which the Seller's Group has a leasehold interest:

(i) on or before the Separation Effective Time, the Local Seller shall transfer and assign its leasehold interest in the Property (including its interest in any related cash deposits), free from any Encumbrances other than Permitted Encumbrances, to the relevant Local Purchaser by way of assignment of such Lease; and

(ii) subject to Clause 2.17, the Local Purchaser shall assume all the rights, obligations and Liabilities under the assigned Lease (whether arising before, on or after the Separation Effective Time, other than the Accounts Payable in respect of any Forward Carve-Out).

5.16 Notwithstanding anything in this Agreement or any Local Implementation Agreement to the contrary, neither this Agreement nor any Local Implementation Agreement shall constitute an agreement to sell, assign, transfer, convey or deliver any interest in any Property subject to a Lease if such a sale, assignment, transfer, conveyance or delivery thereof:

(a) would be prohibited by applicable law or regulation; or

(b) would, without the approval (including deemed approval if applicable), authorisation or consent of, filing with, notification to, or granting or issuance of any licence, order, waiver or permit by, any relevant person (a "**Property Transfer Approval**"):

(i) constitute a breach or other contravention of any Lease; or

(ii) be ineffective, void or voidable,

in the case of each of sub-clause (i) and (ii), unless and until such Property Transfer Approval is obtained.

5.17 The Seller shall, and shall cause each member of the Seller's Group to, use its reasonable best endeavours to obtain as soon as possible, subject to clause 5.14(c):

(a) any Property Transfer Approval required; and

(b) any approval (including deemed approval if applicable), authorisation or consent of, filing with, notification to, or granting or issuance of any licence, order, waiver or permit by, any relevant person in relation to a Lease to which Clause 5.16(b)(ii) does not apply, without which there would be a breach or other contravention of the Lease (a "**Property CoC Approval**"),

in each case both before and after the Separation Effective Time and shall:

(c) keep the Company and the Purchaser reasonably informed in writing of the progress of obtaining the relevant Property Transfer Approval or Property CoC Approval and effecting the transfer; and

(d) maintain the corporate existence of the Group member that is party to the Lease until such Lease is transferred or terminated pursuant to Section 5.21.

5.18 The Purchaser shall (and shall cause its Group to) provide such reasonable assistance as may be reasonably requested in connection with the obtaining of any Property Transfer Approval or Property CoC Approval.

5.19 Any Property Transfer Approval or Property CoC Approval that is required from third parties that are members of the Seller's Group is deemed to have been given by the Seller on the Original Agreement Date, as agent and on behalf of such member of the Seller's Group.

5.20 In the event that a Property Transfer Approval is not obtained by the Separation Effective Time, and such Property Transfer Approval is not required with respect to a Sublease or a Facility Licence, the parties will cooperate in good faith to enter into a Sublease or Facility Licence in accordance with the principles set out in Clause 14.

5.21 If a Property Transfer Approval or Property CoC Approval is required for the transfer of the Property but not able to be obtained within eighteen (18) months following the Separation Effective Time or has been expressly refused by the counterparty, and in the case of a Property Transfer Approval the arrangement set out in Clause 5.20 cannot be put in place by such time, the Seller may give written notice to the Purchaser electing to exclude the relevant Property with the effect that:

(a) in respect of a Property Transfer Approval – the relevant Property shall be excluded from the relevant Business, Assets and Properties and no party (or any Local Seller or Local Purchaser) shall have any further obligations under this Clause 5 in respect of such Property, save in respect of any Sublease or Facility Licence that was granted pursuant to clause 5.20 which shall continue pursuant to its terms; and

(b) in respect of a Property CoC Approval – the parties (including any Local Seller or Local Purchaser) shall have no further obligations under this Clause 5 in respect of the relevant Property, save in respect of any Sublease or Facility Licence that was granted pursuant to clause 5.20 which shall continue pursuant to its terms.

5.22 Notwithstanding that a Property may not be transferred to a member of the DivestCo Group in accordance with clause 5.21, the Seller shall, and shall procure that each member of the Seller's Group shall for a period of eighteen (18) months after the Separation Effective Time, use reasonable endeavours to:

(a) ensure that the DivestCo Group and Purchaser's Group shall have the right to access and retain all necessary information (including the contact details of the counterparty) relating to the relevant Property to the extent permissible under applicable law and the terms of any relevant Lease; and

(b) cooperate in good faith with the DivestCo Group and the Purchaser's Group to facilitate reasonably appropriate arrangements to maximise the continuity of business of the relevant DivestCo Business.

Stock

5.23 Notwithstanding Clause 2.1, if any Stock is subject to a reservation of title in favour of a third party supplier, the Local Seller of such Stock will be deemed to sell such Stock together with its right to possess, deal in and perfect the title to such Stock, to the extent the Local Seller is able to pass such rights on. If, following the Separation Effective Time, the Local Seller acquires further or better title or right to such Stock that title or right shall automatically vest in the relevant Local Purchaser without any further action being required.

Intellectual Property

5.24 In respect of each Carve-Out involving the transfer or sale of Intellectual Property Rights, the relevant Local Implementation Agreement shall provide that solely to the extent that such Intellectual Property Rights were in use by the DivestCo Business in the relevant territory (or the DivestCo Business has documented plans for such use) as of the Separation Effective Time, the Local Purchaser and the Local Seller shall coordinate with respect to the following:

(a) the notarisation, authentication, legalisation or consularisation of any documents effecting to the transfer of the Intellectual Property Rights pursuant to such Local Implementation Agreement; and

(b) the recording of such transfers or transfer documents as may be necessary or appropriate to update record title to such Intellectual Property Rights to reflect such transfer,

including, for the avoidance of doubt, in relation to any "chain of title" transfers which have not been effected or recorded in relation to transfers (or other registrable transactions) in relation to such Intellectual Property Rights which have or should have occurred prior to the transfer or sale of such Intellectual Property Rights pursuant to the relevant Local Implementation Agreement.

In respect of Intellectual Property Rights that were not used or planned to be used by the DivestCo Business but are included in the Business IP Assets, the Local Seller shall, at Local Purchaser's expense, take all reasonable steps and execute all documents as the Local Purchaser may from time to time reasonably require in order to secure the Local Purchaser's rights under such Intellectual Property Rights.

5.25 The parties shall procure that the following provision shall be incorporated into the Transitional Services Agreements:

"*All Intellectual Property rights in or to any software materials, tools, processes, methodologies, operating manuals, specifications, documents or other materials that are created by the Service Provider in the course of the performance of any Service Provider obligations under this Agreement and that relate exclusively or predominately to the DivestCo Business (the "**Developed Materials**") shall vest in the Service Recipient immediately on their creation. If, at any time and from time to time, through the performance of the Services, Service Provider, its employees, Affiliates or any Subcontractor is deemed to be the first owner of any Intellectual Property right in or to any of the Developed Materials, Service Provider hereby assigns, or shall procure the assignment, to the Service Recipient absolutely with full title guarantee (or such title as it holds with limited title guarantee) all right, title and interest (present and future) in any Intellectual Property rights in the Developed Materials. Service Recipient hereby grants to Service Provider a perpetual, irrevocable, royalty-free, fully paid-up, sublicensable (to Affiliates and service providers), transferrable (in connection with a sale of the business to which such Developed Materials relate) worldwide license to access, use, copy, modify, support, maintain and distribute the Developed Materials (including any Intellectual Property Rights therein) to the extent used or useful in Service Provider's business. Service Provider hereby grants to Service Recipient a perpetual, irrevocable, royalty-free, fully paid-up, sublicensable (to Affiliates and service providers), transferrable (in connection with a sale of the business) worldwide license to access, use, copy, modify, support, maintain and distribute, to the extent used or useful in Service Recipient's business, any other materials (including any Intellectual Property Rights therein) that are created by the Service Provider in the course of the performance of any Service Provider obligations under this Agreement and that relate, but not exclusively or predominantly, to the DivestCo Business.*"

Accounts Payable and Accounts Receivable

5.26 Notwithstanding anything else in this Agreement:

(a) in respect of each Forward Carve-Out:

(i) the Accounts Payable of the Local Seller shall be retained by the Local Seller regardless of the Business to which they relate; and

(ii) the Accounts Receivable of the Local Seller shall be retained by the Local Seller regardless of the Business to which they relate save for the DivestCo Specified Accounts Receivable, in respect of which beneficial title shall be transferred to the Local Purchaser; and

(b) in respect of each Reverse Carve-Out:

(i) the Accounts Payable of the Local Seller shall be retained by the Local Seller regardless of the Business to which they relate, provided however that the Seller shall (and shall procure that its Group members) use reasonable best endeavours to minimise such Accounts Payable to the extent that they relate to the RemainCo Business; and

(ii) the Accounts Receivable of the Local Seller shall be retained by the Local Seller regardless of the Business to which they relate, provided however that the Seller shall (and shall procure that its Group members) use reasonable best endeavours to minimise such Accounts Receivable prior to the Separation Effective Time to the extent that they relate to the RemainCo Business (and instead ensuring such Accounts Receivables shall be owned by a member of the DivestCo Group).

5.27 The parties agree that, on and from the Separation Effective Time the Seller shall (and shall procure that each Local Seller that is a RemainCo Group member shall) use its reasonable best endeavours to collect the DivestCo Specified Accounts Receivable on behalf of each Local Purchaser that has received beneficial title under Clause 5.26(a)(ii), using the same standard of collection as it does for its own Accounts Receivable.

5.28 Within fifteen (15) Business Days of Completion, the Seller shall provide to the Purchaser a list of the Accounts Receivable transferred legally or beneficially to a Local Purchaser that is part of the DivestCo Group as at the Separation Effective Time, in a format to be agreed between them acting reasonably.

5.29 Subject to the terms of any Transitional Transacting Agreement, on the 25th of each calendar month, commencing in the second calendar month after the Separation Effective Time:

5.29.1 the Seller shall provide the Purchaser with a statement of the Accounts Receivables collected in the prior calendar month for the DivestCo Group's account (or, in the case of the first such month, the period between the Separation Effective Time and the end of such prior calendar month), such amount being the "**Seller Balance**"); and

5.29.2 the Seller shall pay to the Company (or cause its Group members to pay to the relevant DivestCo Group members as applicable) the Seller Balance.

5.30 The obligations of each party under Clauses 5.27, and 5.29 shall cease absolutely at the end of the TSA Period, save that if thereafter any payments are made to the RemainCo Group in respect of Accounts Receivable of the DivestCo Group, the Seller shall remit (or cause to be remitted) the same to the DivestCo Group following the calendar month of receipt and in each case as subject to any alternative arrangements set out in a Transitional Transacting Agreement.

Tooling

5.31 In relation to each Carve-Out, on or before the Separation Effective Time, the Local Seller shall transfer to the Local Purchaser the ownership of the Tooling in respect of the relevant Local Business, free from any Encumbrances other than Permitted Encumbrances, and make the Tooling available for use by the Local Purchaser at the premises at which the Tooling is located as at the Separation Effective Time (including premises of vendors).

Domain Names and Social Media Properties

5.32 In relation to each Carve-Out, the Local Seller shall instruct any applicable registrars and social media platforms to transfer the ownership or registration of any Domain Names and Social Media Properties of the Local Business to the relevant Local Purchaser and provide such account information to the Local Purchaser as is required to allow such member to have practical control over the relevant Domain Name and Social Media Properties, in each case on or before the Separation Effective Time, or promptly following the Separation Effective Time. To the extent that the relevant social media platform does not permit transfers of ownership or registration, the Local Seller will do all things reasonably required by the Purchaser in order to provide the Local Purchaser with the benefit of the applicable social media property to the Local Purchaser.

6. GUARANTEES AND INDEMNITIES

6.1 On or before the Separation Effective Time, or as soon as practicable thereafter, each of the Seller and the Company shall (and shall procure that the RemainCo Group members and the DivestCo Group members respectively shall) use reasonable endeavours to:

(a) have any RemainCo Group member removed as guarantor of or obligor for any DivestCo Liability to the extent related to the DivestCo Liability, including the removal of any Encumbrance other than Permitted Encumbrances on any RemainCo Asset that may serve as collateral or security for any such DivestCo Liability (including the German Land Charge); and

(b) have any DivestCo Group member removed as guarantor of or obligor for any RemainCo Liability to the extent related to the RemainCo Liability, including the removal of any Encumbrance other than Permitted Encumbrances on any DivestCo Asset that may serve as collateral or security for any such RemainCo Liability.

6.2 To the extent required to obtain a release from a guarantee in accordance with Clause 6.1 of:

(a) any member of the DivestCo Group, the Seller shall (or shall procure that the relevant RemainCo Group member shall) execute a guarantee agreement in the form of the existing guarantee or such other form as is reasonably requested by the guaranteed party under such guarantee agreement, except to the extent that such existing guarantee contains terms with which the RemainCo Group would be reasonably unable to comply (or not reasonably able to avoid breaching); and

(b) any member of the RemainCo Group, the Company shall (or shall procure that the relevant DivestCo Group member shall) execute a guarantee agreement in the form of the existing guarantee or such other form as is reasonably requested by the guaranteed party under such guarantee agreement, except to the extent that such existing guarantee contains terms with which the DivestCo Group would be reasonably unable to comply (or not reasonably able to avoid breaching),

provided that, without prejudice to Clause 6.3 in respect of such guarantee, neither the Seller or the Company (or any of member of their respective Groups) agrees to any replacement guarantee that is more onerous for a member of the DivestCo Group than the original guarantee, without the Purchaser's prior written consent.

6.3 If a person cannot be removed from a guarantee as provided for in Clause 6.1 on or before the Separation Effective Time:

(a) the Seller (in respect of guarantees or obligations referred to in Clause 6.1(b)) or the Company (in respect of guarantees or obligations referred to in Clause 6.1(a)) shall indemnify, defend and hold harmless the guarantor or obligor against or from any Loss arising from or relating thereto and shall, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligation or other liabilities of such guarantor or obligor thereunder; and

(b) the relevant party shall (and shall procure that its Group members shall) not agree to renew, extend the term of, increase any obligations under or transfer to any person, any loan, guarantee, lease, contract or other obligation in relation to such a guarantor or obligor unless all obligations of the guarantor or obligor are terminated on terms satisfactory to the guarantor or obligor.

7. INTERCOMPANY CONTRACTS

7.1 The parties agree that, between the Original Agreement Date and the Separation Effective Time, the Purchaser and the Seller shall co-operate in good faith to agree a process to identify:

(a) any and all agreements (whether documented or not) between RemainCo Group members (on one hand) and DivestCo Group members (on the other hand) and agree the treatment of such agreements, including whether certain contracts shall be settled, discharged or otherwise terminated prior to the Separation Effective Time, or whether certain agreements shall survive and remain in force on and from the Separation Effective Time; and

(b) any and all intercompany receivables, payables, loans and other accounts between RemainCo Group members (on one hand) and DivestCo Group members (on the other hand), other than the loan notes set out in the Loan Notes Repayment Schedule (as defined in the SPA) (the "**Intercompany Balances**") and agree the treatment of such balances, including whether certain balances should be settled, waived, discharged or otherwise terminated prior to the Separation Effective Time, or whether certain balances shall survive and remain on foot.

7.2 Where it is agreed pursuant to Clause 7.1(b) that an Intercompany Balance shall be waived, discharged or otherwise terminated other than by way of full settlement (including any non-cash settlement or set-off), the Seller shall indemnify and hold harmless the Company and each other member of the DivestCo Group, within twenty (@0) Business Days of receipt of a demand, from any Losses incurred or payable by the DivestCo Group (whether arising on, before or after the Separation Effective Time) in connection with such waiver, discharge or other termination.

8. HEDGING

The Seller shall (and shall procure that the RemainCo Group shall) use reasonable best endeavours to procure that, on and from the Separation Effective Time, the DivestCo Business has hedging arrangements in place, each held by a member of the DivestCo Group, that reflect the ordinary course hedging arrangements that the DivestCo Business has implemented in the twenty four months (24) months prior to the Original Agreement Date in respect of commodities, having first consulted with the Separation Committee regarding such arrangements.

9. FACTORING ARRANGEMENTS

9.1 In this Clause 9:

(a) "**Factoring Arrangements**" means the Non-Recourse Factoring Arrangements and the Recourse Factoring Arrangements;

(b) "**Non-Recourse Factoring Arrangements**" means:

(i) the master factoring agreement dated 25 September 2019 between the Seller Parent and BNP Paribas Factor (the "**Master Factoring Agreement**");

(ii) accession agreement no. 01081058 to the Master Factoring Agreement dated 25 September 2019 between Coty UK&I Ltd, the Seller Parent and BNP Paribas Factor;

(iii) accession agreement no. 01081173 EUR and 01085158 GBP to the Master Factoring Agreement dated 25 September 2019 between HFC Prestige International Operations Switzerland Sàrl, the Seller Parent and BNP Paribas Factor;

(iv) accession agreement no. 01084938 to the Master Factoring Agreement dated 25 September 2019 between Coty Eastern Europe Sp. Z.o.o., the Seller Parent and BNP Paribas Factor;

(v) accession agreement no. 01081033 to the Master Factoring Agreement dated 26 September 2019 between Coty Italia S.R.L., the Seller Parent and BNP Paribas Factor;

(vi) the factoring agreement titled '*Factoringvertrag*' dated 14 December 2018 between Coty Beauty Germany GmbH and Markant Finanz AG; and

(vii) the factoring and confirming agreement dated 22 June, 2011 between Coty Astor, S.A., Coty Prestige España, S.A. and Santander Factoring y Confirming, S.A.; and

(c) "**Recourse Factoring Arrangements**" means such portion of the Uncommitted Receivables Purchase Agreement dated 19 March 2019 between the Seller Parent, HFC Prestige International U.S. LLC, HFC Prestige Products, Inc. and BNP Paribas as is expressly stated therein to be on a recourse basis.

9.2 The Seller shall (and shall procure that the relevant Seller's Group members shall) ensure that, on or prior to the Separation Effective Time, no invoices remain factored (but unpaid) pursuant to the Factoring Arrangements (other than invoices relating to the Retail Hair Business), and the Factoring Arrangements are validly amended or terminated insofar as applicable to ensure that, on and from the Separation Effective Time, invoices relating to the DivestCo Group and each Transitional Transacting Entity in respect of a Forward Carve-Out will no longer be capable of being factored or confirmed under the Factoring Arrangements.

9.3 Between the Original Agreement Date and the Separation Effective Time, the Seller shall, and shall procure that each member of the Seller's Group shall, co-operate in good faith with the Purchaser and the Company to identify, negotiate and implement appropriate arrangements to replace the Factoring Arrangements as they apply to a DivestCo Business.

10. CME JOINT VENTURE

10.1 The parties acknowledge and agree that, on and from the Separation Effective Time, the DivestCo Group (and the DivestCo Business) shall not continue to participate in the Coty Middle East Joint Venture established pursuant to the shareholders' agreement between Chalhoub Group Limited and Coty SAS dated 4 March 2004, as amended pursuant to amendments dated 17 September 2013, 2 July 2014, 31 May 2017, 11 September 2017 and 29 November 2017 (the "**CME JV**") and shall cease to be entitled to distribute any goods via the CME JV.

10.2 As soon as practicable after the Original Agreement Date, the Seller shall make contact with and notify Chalhoub Group Limited of the Acquisition and the cessation of the DivestCo Business's participation in the CME JV. Such notification shall include a request for written acknowledgement from Chalhoub Group Limited that:

(a) on and from the Separation Effective Time, the relevant Products will no longer be subject to the CME JV; and

(b) on the Separation Effective Time, the licence granted to Coty Middle East FZCO with respect to the relevant Products will be terminated.

11. RIGHT TO USE GLOBAL DOCUMENTS

11.1 With effect from the Separation Effective Time, the DivestCo Group shall be entitled to use (on a non-transferable, non-exclusive, royalty-free basis) the Global Documents for the purposes of adapting them for use in the DivestCo Business.

12. DIVESTCO GROUP CORPORATE CHANGES

12.1 On or before the Separation Effective Time, the Seller shall use its reasonable best endeavours to cause each RemainCo Employee to be removed from the board of each DivestCo Group with effect on and from Completion.

13. PRODUCT RECALLS

13.1 Provided that nothing in this Clause 13 shall prevent either party from performing any action required to be performed by it under any applicable law or regulation, the parties agree that no member of the Seller's Group shall initiate a recall of the Products, whether such Products were manufactured, supplied or sold prior to or after the Separation Effective Time, without the prior written consent of the Purchaser, not to be unreasonably withheld of delayed.

13.2 If any member of the DivestCo Group is legally required to, or voluntarily elects to, conduct a recall of a material quantity of Products:

(a) the Company shall notify Seller of its intention to initiate a recall;

(b) the Seller shall, and shall procure each member of the RemainCo Group shall, give all reasonable assistance required by the Company to locate and recover the relevant recalled products;

(c) the Seller shall, and shall procure each member of the RemainCo Group shall, notify the Company of any communications from government authorities in respect of, or in connection with, the relevant product recall; and

(d) the Company shall rework and/or destroy all recalled products at its own cost.

14. SHARED ASSETS

Shared Contracts

14.1 Except as expressly provided otherwise or as approved by the Separation Committee, Clause 5.6 shall not require the transfer or assignment of any Shared Contract.

14.2 During the period commencing on the Original Agreement Date and ending, in respect of each Shared Contract, on the earlier of the date such Shared Contract is transferred to the DivestCo Group in accordance with this Clause 14 or eighteen (18) months after the Original Agreement Date:

(a) the parties shall (and shall procure that each member of their respective Group shall) co-operate in good faith to agree a process to identify all Shared Contracts and formulate a strategy to engage with the contractual counterparty to procure that the relevant portion of the Shared Contract vests with the DivestCo Group;

(b) the Seller shall, and shall procure that each member of the Seller's Group shall, use its reasonable best endeavours to maintain all material relationships under the Shared Contracts, including by fulfilling their obligations under the Shared Contracts in the ordinary course of business (including as the Shared Contract relates to a DivestCo Business); and

(c) the Seller shall, and shall procure that each member of the Seller's Group shall, consult with the Purchaser prior to offering any incentive, payment, discount or similar arrangement to a counterparty of a Shared Contract.

14.3 In respect of each Shared Contract, the parties shall, and shall procure that their respective Groups shall:

(a) transfer or assign only the relevant portion of the benefit and burden (including liabilities arising before, on or after the Separation Effective Time in respect of the period on and from the Separation Effective Time, subject to Clause 5.26) of the Shared Contract pursuant to Clause 5.6 if permitted on the terms of the Shared Contract or otherwise with the agreement of the counterparties to the Shared Contract;

(b) to the extent such portion of the Shared Contract cannot be transferred or assigned pursuant to Clause 14.3(a) use their reasonable best endeavours to otherwise split the benefit and burden (including liabilities arising on or after the Separation Effective Time, subject to Clause 5.26) of the Shared Contract by agreement with the relevant counterparty between the relevant RemainCo Group members and DivestCo Group members on or before the Separation Effective Time; and

(c) to the extent the Shared Contract cannot be split pursuant to Clause 14.3(b):

(i) the relevant Local Seller shall:

(1) to the extent permissible, hold on trust absolutely such rights under the Shared Contract as relate to the Local Business, and do all things as may reasonably be required to ensure that the Local Purchaser receives that benefit (including by enforcing any right against any other party to the Shared Contract); and

(2) where holding on trust is not permissible, make such other arrangements with the relevant Local Purchaser to ensure that the Local Purchaser receives that benefit (including by enforcing any right against any other party to the Shared Contract);

(ii) the relevant Local Purchaser shall perform such obligations of the Local Seller under the Shared Contract as relate to the Local Business as the sub-contractor or agent of the Local Seller or, to the extent that is not permissible under the terms of the Contract or applicable laws or regulation, shall co-operate with the Local Seller and take such action as may be reasonably required to enable that Contract to be duly performed and to give the Local Purchaser the benefit and burden (including liabilities arising before, on or after the Separation Effective Time, subject to Clause 5.26) of such Contract to the same extent as if it had been novated at the Separation Effective Time.

14.4 The parties shall have no obligations pursuant to Clause 14.3 in relation to Shared Contracts in respect of which the relevant Seller's Group member received or paid (as applicable) less than US$1 million (or equivalent) in the 12-month period prior to the Original Agreement Date, save that the Seller and the Company shall (and shall procure that the RemainCo Group and DivestCo Group members respectively shall), if requested by Purchaser or Seller (as relevant), use reasonable endeavours to introduce the DivestCo Group or RemainCo Group (as applicable) to the relevant counterparty of such Shared Contract.

Shared Properties

14.5 During the period commencing on the Original Agreement Date and ending, in respect of each Shared Property in which the Seller's Group has a leasehold interest, on the Separation Effective Time, each of Seller and Company shall, and shall cause the applicable member(s) of their respective Groups to, use reasonable best endeavours to (i) appropriately amend, bifurcate, replicate or otherwise modify the Lease for the Shared Property, in a form reasonably acceptable to each party, or (ii) terminate the Lease and each subsequently enter into a separate Lease with the landlord (in the case of each of sub-clause (i) and (ii), a "**Split Lease**"). Notwithstanding anything in this Agreement, this Agreement shall not constitute an agreement for either party to enter into a Split Lease if such Split Lease or Facility Licence would be prohibited by applicable laws or regulation; or would (x) constitute a breach or other contravention of any Lease, or (y) be ineffective, void or voidable, in the case of each of sub-clause (x)-(y), unless and until the necessary approval (including deemed approval if applicable), authorisation or consent of landlord(s) under the Lease to permit the Split Lease or Facility Licence, as applicable, has been obtained (a "**Split Lease Approval**").

14.6 The parties agree to cooperate in good faith, prior to the Separation Effective Time, to: (a) secure the release of Seller and any of its relevant Group members from further liability attributable only to the part of the leasehold interests assigned or granted to Purchaser and any of its relevant Group members in the Split Leases, and (b) if required, obtain the Split Lease Approval.

14.7 In the event that a Split Lease Approval is not obtained for the parties to enter into a Split Lease with respect to a Shared Property, during the period commencing on the Original Agreement Date and ending, in respect of such Shared Property, on the Separation Effective Time, the Seller shall, and shall cause the applicable RemainCo Group member to, use reasonable endeavours to enter into a Sublease with the relevant member of the DivestCo Group for a portion of the applicable Shared Property (the "**Subleased Area**"). Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to sublease or license any Shared Property if such Sublease would be prohibited by applicable laws or regulations; or would (x) constitute a breach or other contravention of any Lease, or (y) be ineffective, void or voidable, in the case of each of sub-clause (x)-(y), unless and until the necessary approval (including deemed approval if applicable), authorisation or consent of landlord(s) under the Lease to permit the Sublease, as applicable, has been obtained (a "**Sublease Approval**").

14.8 The parties agree to cooperate in good faith, prior to the Separation Effective Time, to obtain any required Split Lease Approval or Sublease Approval.

14.9 The parties acknowledge that Seller's Group leases the Shared Properties identified as "Leasehold Shared Property" set forth opposite each Shared Property name on Schedule 6 attached hereto. Each Sublease and Facilities Licence shall be subject and subordinate to the Lease for the applicable Shared Property, and to the matters to which such Lease is or shall be subordinate.

14.10 In the event the requisite Sublease Approval is not obtained for purposes of entering into a Sublease under Clause 14.7 or the requisite Split Lease Approval is not obtained for purposes of entering into a Split Lease under Clause 14.5 and consent for Sublease Approval or Split Lease Approval has been expressly refused or deemed rejected by the relevant person ("**Refusal**"), the party that is not the tenant prior to the Separation Effective Time under the applicable Lease ("**Vacating Tenant**") shall vacate the Shared Property as soon as practicable after receipt or the occurrence of the Refusal, and such Vacating Tenant shall be responsible for all moving and similar costs associated with vacating the Shared Property and will leave its portion of the Shared Property in broom clean condition.

14.11 Notwithstanding that the relevant portion (or right to possess the relevant portion) of a Shared Property may not be transferred to a member of the DivestCo Group in accordance with clause 14.10, the Seller shall, and shall procure that each member of the Seller's Group shall, use reasonable endeavours to:

(a) ensure that the DivestCo Group and Purchaser's Group shall have the unconditional right to access and retain all relevant information (including the contact details of the counterparty) relating to the relevant Shared Property; and

(b) it cooperates in good faith with the DivestCo Group and the Purchaser's Group to facilitate appropriate arrangements to maximise the continuity of business of the relevant DivestCo Business.

14.12 For the purposes of Clause 14.5 and 14.7, the Seller and the Purchaser agree that the studio space located on the first floor of the premises located at 13 ter, boulevard Berthier in 75017 Paris (the "**Paris Studio**") will be allocated to the Purchaser's Group, and any part of the premises located at 13 ter, boulevard Berthier in 75017 Paris not comprising the Paris Studio that is to remain unoccupied pursuant to any technical, legal or regulatory requirement including any such requirement in connection with the établissement recevevant du public regulations (the "**Unoccupied Space**") shall be allocated to the Seller's Group, in addition to certain other allocations of space at the premises as agreed by the parties pursuant to Clause 14.5.

14.13 The parties agree that, following Completion, to the extent any member of the DivestCo Group receives from the landlord of (i) the Darmstadt R&D Centre and Office located at Campus Berliner Allee, 64295 Darmstadt, Germany, and/or (ii) the Tokyo Opera City Office located at 3-20-2 Nishi-Shinjuku, Shinjuku-ku, Tokyo, Japan, any cash refund of the security deposit held by the relevant landlord in favour of the Seller or the applicable member of the Seller's Group at the date of this Agreement for such properties that is attributable to the RemainCo Group's proportion of such leases post-Completion (agreed between the Parties acting reasonably), such cash refund shall be deemed a RemainCo Asset (including for the purposes of Clause 2.14). The parties shall cooperate in good faith in relation to obtaining the repayment of such security deposits.

Shared Tooling

14.14 With effect from the Separation Effective Time:

(a) the Seller shall grant (and procure that each RemainCo Group member shall grant) to the Company or relevant DivestCo Group member, a non-exclusive right to use the Shared Tooling owned or licensed by any RemainCo Group member for a period of eighteen (18) months following the Separation Effective Time; and

(b) the Company shall grant (and procure that each DivestCo Group member shall grant) to the Seller or relevant RemainCo Group member, a non-exclusive right to use the Shared Tooling owned or licensed by any DivestCo Group member for a period of eighteen (18) months following the Separation Effective Time.

15. EMPLOYMENT MATTERS

Creation of the Target Organisation

15.1 The Incumbent Employees have been identified in the Target Organisation Structure as at the Original Agreement Date on the basis that they each:

(a) spend more than 55 per cent of their working time in or for the DivestCo Business; and

(b) are designated as a DivestCo Employee in the Separation Blueprint,

and the Open Roles, if they had been filled as at the Original Agreement Date, would meet the same criteria;

15.2 The Target Organisation Structure sets out the Incumbent Employees (by location and function) and Open Roles which the Seller has identified as required in each jurisdiction for the Group to operate as a stand-alone business, but which will be subject to adjustments following the Original Agreement Date in accordance with this clause 15. In addition to the Incumbent Employees, the Seller's Group shall use reasonable best efforts to fill the Open Roles from suitably qualified staff prior to the Separation Effective Time.

15.3 The Seller shall, promptly following the Original Agreement Date, facilitate a discussion between the Purchaser and the DivestCo Business's senior management team with a view to discussing the Target Organisation Structure and the Purchaser shall, within six (6) weeks of the Original Agreement Date, notify the Seller of any suggested amendments or limits, broken down by function, of the number of Open Roles in the Target Organisation Structure. Subject to the Seller's agreement (not to be unreasonably withheld, conditioned or delayed), the agreed Target Organisation Structure (and Open Roles) shall be amended accordingly. For the avoidance of doubt, the Seller shall, prior to Completion, remain free to independently implement all aspects of the agreed Target Organisation Structure.

15.4 The Seller shall update the list of Incumbent Employees and Open Roles on a periodic basis prior to the Separation Effective Time, as reasonably requested by the Purchaser, to reflect changes to the identity of the Incumbent Employees and the filling of the Open Roles. Where the Seller and the Purchaser agree that any employees of the Seller's Group have been incorrectly identified as DivestCo Employees on the Separation Blueprint, or otherwise agree that an employee should no longer be treated as a DivestCo Employee, they may agree to reallocate them as RemainCo Employees and they shall be treated as such for the purposes of this Agreement including, without limitation, Clause 15.12. In addition to the provisions elsewhere in this Agreement for RemainCo Employees to fill Open Roles, the Seller and the Purchaser may agree the reallocation of employees identified as RemainCo Employees to DivestCo Employees, and they shall be treated as such for the purposes of this Agreement including, without limitation, Clause 15.11. Such reallocations shall be confirmed by the Seller's Solicitors and the Purchaser's Solicitors (or their nominee(s)) in writing or by a decision of the Separation Committee.

15.5 On request from the Purchaser, the Seller will provide such information to the Purchaser as is reasonably necessary to keep the Purchaser informed of the suitability of any individual whom the Seller proposes to appoint to an Open Role who would be a Senior Incumbent Employee and provide the Purchaser with an opportunity to interview the individual. The Purchaser may open a discussion in relation to the suitability of a proposed appointee to an Open Role which would be a Senior Incumbent Employee where it believes that such appointee is unsuitable for the position, in which case, the Seller shall discuss the Purchaser's concerns and, subject to the Seller's agreement (not to be unreasonably withheld, conditioned or delayed), shall take such steps as may be reasonably necessary to take account of such concerns. For the avoidance of doubt, the Seller shall, prior to Completion, remain free to independently decide on appointments of all employees.

15.6 The Seller shall take such steps as may be necessary to transfer the employment of, or redeploy, the RemainCo Employees such that they will not remain employed by a member of the DivestCo Group following the Separation Effective Time.

Location of roles

15.7 The expected location of the roles of the DivestCo Employees at Separation Effective Time are, as at the Original Agreement Date, as set out in the Separation Blueprint (other than with respect to the proposed relocation of the global OPI team from Calabasas to Geneva, which the parties agree shall not occur). Between the Original Agreement Date and the Separation Effective Time, the Separation Committee shall consult in good faith regarding any proposal to relocate any such roles taking into account the respective commercial, tax and cost considerations. However, without prejudice to the Seller's freedom to determine the location of DivestCo Employees prior to Completion, the Seller shall not change the location of any roles set out in Separation Blueprint without the Purchaser's prior written consent (not to be unreasonably withheld, conditioned or delayed).

DivestCo Employees (Forward Carve-Out)

15.8 Subject to the completion of any applicable Employee Consultation Process and Clause 15.27, it is intended that all DivestCo Employees will be employed by a member of the DivestCo Group on or immediately prior to the Separation Effective Time:

(a) DivestCo Automatic Transfer Employees: The parties intend that the Transfer Regulations shall apply to transfer the employment of the DivestCo Automatic Transfer Employees to a DivestCo Employer on or prior to the Separation Effective Time (their applicable "**Transfer Date**"). Unless any DivestCo Automatic Transfer Employee exercises any right to object to such transfer in accordance with the Transfer Regulations (or similar applicable law) (where such right exists), such DivestCo Automatic Transfer Employee's contract of employment and all rights, powers, duties, liabilities and obligations of the applicable member of the RemainCo Group under such contract of employment (except for any Liabilities which may be excluded from transfer in accordance with the Transfer Regulations) in force immediately before the Transfer Date will have effect from the applicable Transfer Date as if originally made between the relevant DivestCo Automatic Transfer Employee and the applicable DivestCo Employer. If the contract of any DivestCo Automatic Transfer Employee does not transfer, or is alleged not to transfer pursuant to the Transfer Regulations other than as a result of that employee's objection to such transfer (where such right exists), such employee shall become a DivestCo Offer Employee; and

(b) DivestCo Offer Employees: The applicable DivestCo Employers shall, cause offers of employment to be made to the DivestCo Offer Employees to commence on or prior to the Separation Effective Time (their applicable "**Transfer Date**") on terms and conditions which are consistent with the requirements set out in the Employee Matters Side Letter. Subject to any requirement of applicable law, the members of the RemainCo Group shall waive any requirement that any DivestCo Offer Employee is required to give notice. The Seller shall not take any action to discourage or prevent a DivestCo Employee from accepting such offer of employment.

(c) Inactive Offer Employees: Notwithstanding Clause 15.8(b), and save as required by applicable law, no Inactive Offer Employee shall be transferred or otherwise become employed by the applicable DivestCo Employer and each Inactive Offer Employee shall remain an employee of the relevant member of the RemainCo Group. Following the Separation Effective Time and subject to the Seller notifying the Purchaser of such Inactive Offer Employee's return or ability to return to active employment, the Purchaser shall as soon as practicable following such notice (and in no event later than 21 Business Days following such notice) offer (or shall procure that the relevant DivestCo Employer shall offer) employment to such Inactive Offer Employee consistent with the terms and conditions applicable to DivestCo Offer Employees in Clause 15.8(b), as applicable; provided that the Purchaser shall have no obligation to make or procure the making of any offer to any such Inactive Offer Employee who returns to active employment more than 6 months following the Separation Effective Time except if required by applicable law. For the avoidance of doubt, any Inactive Offer Employee that does not accept the offer of employment described in this Clause 15.8(c) shall instead be treated as a RemainCo Continuing Employee.

(d) Employees on notice. The parties agree that any employee of the Seller's Group who is not a DivestCo Refusing Employee and who is under notice of termination of their employment (regardless of whether such notice is lawful or otherwise, or is given by the employee or a member of the Seller's Group), and who would otherwise be a DivestCo Offer Employee for the purpose of Clause 15.8(b) shall not be a DivestCo Offer Employee, and shall instead be treated as a RemainCo Continuing Employee for the purposes of Clause 15.12.

RemainCo Employees (Reverse Carve-Out)

15.9 Subject to the completion of any applicable Employee Consultation Process and Clause 15.27 , it is intended that all RemainCo Employees will be employed by a member of the RemainCo Group on or immediately prior to the Separation Effective Time:

(a) RemainCo Automatic Transfer Employees: The parties intend that the Transfer Regulations shall apply to transfer the employment of the RemainCo Automatic Transfer Employees to a member of the RemainCo Group on or prior to the Separation Effective Time (their applicable "**Transfer Date**"). Unless any RemainCo Automatic Transfer Employee exercises any right to object to such transfer in accordance with the Transfer Regulations (or similar applicable law) (where such right exists), such RemainCo Automatic Transfer Employee's contract of employment and all rights, powers, duties, liabilities and obligations of the applicable member of the DivestCo Group under such contract of employment (except for any Liabilities which may be excluded from transfer in accordance with the Transfer Regulations) in force immediately before the Transfer Date will have effect from the applicable Transfer Date as if originally made between the relevant RemainCo Automatic Transfer Employee and the applicable member of the RemainCo Group. If the contract of any RemainCo Automatic Transfer Employee does not transfer, or is alleged not to transfer pursuant to the Transfer Regulations other than as a result of that employee's objection to such transfer (where such right exists), such employee shall become a RemainCo Offer Employee; and

(b) RemainCo Offer Employees: The applicable members of the RemainCo Group shall make offers of employment to the RemainCo Offer Employees to commence on or prior to the Separation Effective Time (their applicable "**Transfer Date**"). Subject to any requirement of applicable law, the members of the DivestCo Group shall waive any requirement that any RemainCo Offer Employee is required to give notice. The Purchaser shall not take any action to discourage or prevent a RemainCo Offer Employee from accepting such offer of employment. If any RemainCo Offer Employee is on long-term disability leave at the Separation Effective Time and would otherwise lose their entitlement to long term disability benefits (each an "**LTD RemainCo Employee**") any offer of employment by a member of the RemainCo Group in accordance with this Clause 15.9(b) may be delayed until the Purchaser notifies the Seller of such LTD RemainCo Employee's return, or ability to return, to active employment. The Seller shall as soon as practicable following such notice (and in no event later than 21 Business Days following such notice) offer (or shall procure that the relevant member of the RemainCo Group shall offer) employment to such LTD RemainCo Employee consistent with the terms and conditions applicable to RemainCo Offer Employees in this Clause 15.9(b), as applicable; provided that the Seller shall have no obligation to make or procure the making of any offer to any such LTD RemainCo Employee who returns to active employment more than 6 months following the Separation Effective Time except if required by applicable law. The Purchaser shall and shall procure that the applicable members of the DivestCo Group provide all such assistance as the Seller shall reasonably require to encourage any LTD RemainCo Employee to accept an offer of employment from a member of the RemainCo Group and enable such LTD RemainCo Employee to continue to receive any long term disability or other benefits that might otherwise be forfeit or to which the LTD RemainCo Employee might no longer be entitled on ceasing to be employed by a member of the DivestCo Group (provided always that neither the Purchaser, nor the applicable members of the DivestCo Group will be responsible for any Losses and Liabilities in respect of the employment of such LTD RemainCo Employee).

Employee Consultation Process

15.10 The Seller shall, and each shall procure that the members of the Seller's Group shall, take all reasonable steps to complete the Employee Consultation Process in sufficient time before the relevant Transfer Dates, whether pursuant to the Transfer Regulations, any agreement with any Employee Representatives or otherwise as required by this Agreement, the SPA or applicable law and the Purchaser shall and shall procure that the members of the Purchaser's Group shall, take all reasonable steps to assist the Seller with the Employee Consultation Process in accordance with its obligations pursuant to the Transfer Regulations or otherwise as required by this Agreement, the SPA or applicable law.

Apportionment of Employment Liabilities

15.11 Subject to Clauses 15.14 to 15.16 (inclusive) and Schedule 10 the Liabilities in respect of the DivestCo Business (the "**DivestCo Employment Liabilities**") (i) shall exclude any DivestCo Excluded Liabilities and (ii) shall otherwise include Employment Liabilities arising in respect of or in connection with:

(a) the DivestCo Automatic Transfer Employees and DivestCo Offer Employees arising and relating to their employment whether by a member of the RemainCo Group or a member of the DivestCo Group, at any time, with the exception of any such Employment Liabilities that are referenced in clause 7.7(h) of the SPA;

(b) the termination prior to, on or within three (3) months after the Separation Effective Time of the employment of:

(i) any DivestCo Automatic Transfer Employees that object to their transfer to a DivestCo Employer, and

(ii) any DivestCo Offer Employees that refuse an offer of employment made by a DivestCo Employer,

in each case only where such objection or refusal is as a result of a DivestCo Employer's breach of the Transfer Regulations (if applicable) or the terms of this Separation Agreement, the Employee Matters Side Letter or the SPA, a repudiatory breach of such employee's contract of employment or a proposal to make a substantial change to the applicable employee's working conditions to their material detriment (each such employee being a "**DivestCo Refusing Employee**");

(c) the DivestCo Continuing Employees, arising and relating to their employment by a DivestCo Transferred Entity at any time, with the exception of any such Employment Liabilities that are referenced in clause 7.7(h) of the SPA;

(d) the employment, or termination of employment of, an Inactive Offer Employee at any time except where they are to be treated as a RemainCo Continuing Employee in accordance with clause 15.13; and

(e) a discrimination claim arising from any act or omission of the Purchaser or any member of the Purchaser's Group.

15.12 Subject to Clauses 15.14 to 15.16 (inclusive) and Schedule 10 the Liabilities in respect of the RemainCo Business (the "**RemainCo Employment Liabilities**") shall include Employment Liabilities in respect of:

(a) any Employee Consultation Process, save where such Liabilities are caused by a failure of the Purchaser to meet its obligations, if any, in respect of any such Employee Consultation Process whether pursuant to this Agreement, the SPA, any Collective Agreement or applicable law;

(b) the RemainCo Automatic Transfer Employees and RemainCo Offer Employees arising and relating to their employment by a member of the DivestCo Group or a member of the Seller's Group at any time;

(c) the termination prior to, on or within three (3) months after the Separation Effective Time of the employment of:

(i) any RemainCo Automatic Transfer Employees that object to their transfer to a member of the RemainCo Group, and

(ii) any RemainCo Offer Employees that refuse an offer of employment made by a member of the RemainCo Group;

(d) the RemainCo Continuing Employees arising at any time;

(e) any person who is, or prior to the Separation Effective Time became, a former employee of any member of the Seller's Group arising or relating to their employment or its termination at any time, save that this clause 15.12(e) shall not apply to (i) any DivestCo Refusing Employee or (ii) any Liabilities in respect of a former employee that have been fully provided for in "Cash", "Net Debt" or "Working Capital" in the Completion Accounts (as defined in the SPA);

(f) the employment, or termination of employment, of an LTD RemainCo Employee, at any time; and

(g) a discrimination claim arising from any act or omission of the Seller or any member of the Seller's Group.

Severance

15.13 If any redundancy, severance, notice, compensation for any post-employment restriction or other payment due on or in relation to the termination of a person's employment or engagement (including for the avoidance of doubt any end of service or gratuity payments or notice pay or pay in lieu of notice) (a "**Severance Payment**") that is not an DivestCo Excluded Liability is payable in accordance with applicable law, contract or any Collective Agreement prior to, on or within three months after the Separation Effective Time, by any member of the Seller's Group including for the avoidance of doubt any member of the RemainCo Group or any member of the DivestCo Group, to any RemainCo Employee or DivestCo Employee who in each case is not a DivestCo Refusing Employee which becomes payable as a result of the implementation of the Separation or Acquisition, the Seller shall pay to the Purchaser such amount as is required to indemnify the Purchaser and each member of the DivestCo Group on demand in full in relation to any Severance Payment actually incurred by the Purchaser or any member of the DivestCo Group. Subject to the remainder of this Clause 15.13, the Purchaser shall not and shall use all reasonable steps to procure that no member of the DivestCo Group shall hire or make an offer of employment within 12 months after the Separation Effective Time to a person they know to be a DivestCo Offer Employee or DivestCo Automatic Transfer Employee who is paid a Severance Payment by a member of the RemainCo Group who does not also become a Transferred DivestCo Employee in accordance with Clause 15.8 except where the Seller has provided its prior written consent or where the Purchaser agrees to repay to the Seller any Severance Payment made in respect of such person. For the avoidance of doubt, no Severance Payment due to a Transferred DivestCo Employee whose dismissal is carried out by any member of the DivestCo Group after the Separation Effective Time shall be paid in accordance with this Clause 15.13 unless such dismissal is at the request or direction of the Seller or the Seller Parent.

Accrued Leave

15.14 The DivestCo Employers shall recognise and credit each Transferred DivestCo Employee's paid time off, vacation or similar leave to the extent accrued but unused immediately prior to the Separation Effective Time. To the extent it is not possible to transfer such accrued leave in accordance with applicable law, the Seller shall take such action as is necessary to pay the DivestCo Offer Employees and DivestCo Automatic Transfer Employees for all such accrued leave on or prior to their Transfer Date.

15.15 The Seller shall and shall procure that the members of the RemainCo Group shall recognise and credit each Transferred RemainCo Employee's paid time off, vacation or similar leave to the extent accrued but unused immediately prior to the Separation Effective Time. To the extent it is not possible to transfer such accrued leave in accordance with applicable law, DivestCo shall take such action as is necessary to pay the RemainCo Offer Employees and RemainCo Automatic Transfer Employees for all such accrued leave on or prior to their Transfer Date.

Seller LTIP and Seller LAPP

15.16 The Separation and the Transaction will not constitute a change in control for the purposes of the Seller LTIP. Subject to Clause 15.16(b), the Seller shall retain and be solely responsible for any amounts payable and any reporting requirements or other Liabilities related to the Seller LTIP:

(a) Any Transferred RemainCo Employees who participate in the Seller LTIP or the Seller LAPP shall continue to do so on their current terms after the Separation Effective Time.

(b) Any Transferred DivestCo Employees who participate in the Seller LTIP will become leavers for the purposes of the Seller LTIP on the Completion Date in accordance with the terms of the Seller LTIP and any such Transferred DivestCo Employee's Seller Restricted Stock Units, Stock Options or Dividend Equivalents awarded pursuant to the Seller LTIP that are outstanding immediately prior to the Completion Date shall be treated in accordance with the terms of the Seller LTIP at the absolute discretion of the Seller. The Seller shall pay to the Purchaser such amount as is required to indemnify the Purchaser and each member of the DivestCo Group on demand in full in relation to any Loss actually incurred by the DivestCo Group following the Separation Effective Time arising from (and limited to) any employer's social security, national insurance, apprenticeship levy or other similar contributions, any penalty, fine, surcharge or interest arising in respect of Tax or any failure by the Seller to comply with any reporting requirements and any liability to account for employees' social security, national insurance or other similar contributions and Tax due under a payroll withholding system payable to a Taxation Authority (save to the extent lawfully deducted from any compensation of the relevant employee) arising in respect of any Restricted Stock Unit, Stock Option exercised or any Dividend Equivalent acquired by a Transferred DivestCo Employee following the Separation Effective Time. The Purchaser shall promptly notify the Seller of any demand it receives from any Taxation Authority in respect of such Taxes and agrees that Clause 9.1(e)(vi) of the Shareholders' Agreement shall apply to such demand *mutatis mutandis* as if references therein to an "**Assessment**" were to a "demand", "**Coty**" to "**Seller**", and "**Topco**" to "**Purchaser**". This indemnity does not extend to any Losses incurred as a result of any act or omission of the Purchaser or any member of the DivestCo Group.

(c) Any Transferred DivestCo Employees who participate in the Seller LAPP shall continue to participate in the Seller LAPP until the Separation Effective Time. The Purchaser and the Company shall procure that each DivestCo Employer shall pay such amounts as may be due to any Transferred DivestCo Employee pursuant to the Seller LAPP (the "**Pre-Completion LAPP Awards**") on such dates as they would otherwise have been paid in accordance with the terms of the Seller LAPP. The Seller shall pay to the Purchaser such amount as is required to indemnify the Purchaser and each member of the DivestCo Group on demand in full in relation to any Loss actually incurred by the DivestCo Group following the Completion Date arising from:

(i) the payment of any Pre-Completion LAPP Awards; and

(ii) any employer's social security, national insurance or other similar contributions and any liability to account for employees' social security, national insurance or other similar contributions and Tax due under a payroll withholding system payable to a Taxation Authority (save to the extent lawfully deducted from any compensation of the relevant employee) arising in respect of any such Pre-Completion LAPP Awards. To the extent that the Purchaser or any DivestCo Employer is otherwise liable, that entity appoints the Seller or any applicable member of the RemainCo Group as its agent to pay directly to the Taxation Authority any Tax arising in respect of any such Pre-Completion LAPP Award,

but if and only to the extent such payment and Tax are not taken into account or otherwise reflected in the Completion Accounts (as such term is defined in the SPA).

Retention Bonuses

15.17 Certain Transferred DivestCo Employees have been awarded cash retention bonuses in connection with the Transaction (the "**Retention Bonuses**"). To the extent not already paid on or before the Separation Effective Time, the Purchaser shall procure that each DivestCo Employer pays:

(a) any Retention Bonuses due to any Transferred DivestCo Employee as and when it falls due for payment; and

(b) any employer's social security, national insurance or other similar contributions and any liability to account for employees' social security, national insurance or other similar contributions and Tax due under a payroll withholding system payable to a Taxation Authority arising in respect of any such Retention Bonus. To the extent that the Purchaser or any member of the Purchaser's Group is otherwise liable, that company appoints the Seller or any applicable member of the RemainCo Group as its agent to pay directly to the Taxation Authority any Tax arising in respect of any such Retention Bonus (together with the Retention Bonus, the "**Retention Bonus Payments**").

15.18 The Seller shall (or shall procure that the RemainCo Group shall) pay to the Purchaser (or the relevant member of the DivestCo Group) such amount as is required to indemnify each member of the DivestCo Group on demand in full (and in any event within one month after any member of the DivestCo Group pays such costs) in relation to any Liability actually incurred by a member of the DivestCo Group following the Separation Effective Time arising from the Retention Bonus Payments.

Wrong-Pocket Arrangements

15.19 Subject to the arrangements made in accordance with Clause 15.27, in the event that, as at the Separation Effective Time, the employment of any employee of the Seller's Group who is not a DivestCo Employee unexpectedly transfers (or is alleged to transfer) to or remains with a DivestCo Employer pursuant to applicable law as a consequence of the Separation or the Transaction, (such individual being an "**Unexpected DivestCo Employee**"), the parties agree that in respect of each such Unexpected DivestCo Employee:

(a) if such Unexpected DivestCo Employee transfers, or is alleged to transfer, to, or remains employed by, the relevant member of the DivestCo Group on or after the Separation Effective Time, the Seller or relevant member of the RemainCo Group may within ten (10) Business Days of being so requested by the Purchaser (provided that such request is made no later than 3 months after Separation Effective Time) make to that person an offer in writing to employ him or her under a new contract of employment subject to, and to take effect upon, the release referred to in Clause 15.20 below;

(b) if such Unexpected DivestCo Employee transfers, or is alleged to transfer, to, or remains employed by, the relevant member of the DivestCo Group on or after the Separation Effective Time, the Seller or relevant member of the RemainCo Group may make to that person an offer in writing to employ him or her under a new contract of employment subject to, and to take effect upon, the release referred to in Clause 15.20 below; and

(c) the offer to be made will be on the same terms and conditions (including as to period of continuous employment) as were provided to that person immediately prior to the Separation Effective Time.

15.20 If:

(a) the Unexpected DivestCo Employee accepts the offer of employment referred to above then the Seller or the Company (as appropriate) shall procure that the relevant member of the DivestCo Group promptly releases such Unexpected DivestCo Employee from employment with the relevant member of the DivestCo Group and the Seller shall pay on demand to the Company and shall indemnify and keep indemnified the Company (and each member of the DivestCo Group) in respect of (i) any sums paid by the member of the DivestCo Group to or in relation to such Unexpected DivestCo Employee under and in connection with his or her contract of employment at any time (whether before or after) the date on which the employment of the Unexpected DivestCo Employee transfers to the Seller or relevant member of the RemainCo Group; and (ii) all Liabilities incurred by any member of the DivestCo Group which arise directly or indirectly out of or in connection with the release, transfer and/or termination of employment of such Unexpected DivestCo Employee; or

(b) the Seller or relevant member of the RemainCo Group does not make an offer of employment to the Unexpected DivestCo Employee or the Unexpected DivestCo Employee does not accept the offer of employment from the Seller or relevant member of the RemainCo Group in accordance with Clause 15.19 then the relevant member of the DivestCo Group may terminate the employment of such Unexpected DivestCo Employee within 28 days of the Seller being made aware of such transfer or continued employment either by the Unexpected DivestCo Employee or by the member of the DivestCo Group (whichever is the earlier) or within such period as required by applicable law in that relevant country, if longer, and provided that such termination is in accordance with this Clause 15.20(b), and conditional upon the Company and applicable member of the DivestCo Group taking all reasonably practicable steps to limit or otherwise mitigate such Liabilities the Seller shall pay on demand to the Company and shall indemnify and keep indemnified the Company in respect of (i) any sums paid by the relevant member of the DivestCo Group to or in relation to such Unexpected DivestCo Employee under or in connection with his or her contract of employment at any time (whether on, before or after the Separation Effective Time) to the termination of such person's employment in accordance with this Clause 15.20(b) and (ii) all Employment Liabilities incurred by the relevant member of the DivestCo Group which arise directly or indirectly out of or in connection with such termination of employment.

15.21 Subject to the arrangements made in accordance with Clause 15.27, in the event that, as at the Separation Effective Time, the employment of any person who is not a RemainCo Employee unexpectedly transfers (or is alleged to transfer) to or remains with a member of the RemainCo Group pursuant to applicable law as a consequence of the Separation or the Transaction, (such individual being an "**Unexpected RemainCo Employee**"), the parties agree that in respect of each such Unexpected RemainCo Employee:

(a) if such Unexpected RemainCo Employee transfers, or is alleged to transfer, to, or remains employed by, the relevant member of the RemainCo Group on or after the Separation Effective Time, the Purchaser or relevant member of the DivestCo Group may within ten (10) Business Days of being so requested by the Seller (provided that such request is made no later than 3 months after the Separation Effective Time) make to that person an offer in writing to employ him or her under a new contract of employment subject to, and to take effect upon, the release referred to in Clause 15.20;

(b) if such Unexpected RemainCo Employee transfers, or is alleged to transfer, to, or remains employed by, the relevant member of the RemainCo Group on or after the Separation Effective Time, the Purchaser or relevant member of the DivestCo Group may make to that person an offer in writing to employ him or her under a new contract of employment subject to, and to take effect upon, the release referred to in Clause 15.20; and

(c) the offer to be made will be in compliance with the Purchaser's obligations under this Agreement, the SPA, the Employee Matters Side Letter and applicable law.

15.22 If:

(a) the Unexpected RemainCo Employee accepts the offer of employment referred to above then the Seller shall procure that the relevant member of the RemainCo Group promptly releases such Unexpected RemainCo Employee from employment with the relevant member of the RemainCo Group and where the Unexpected Employee is a DivestCo Refusing Employee the Purchaser shall pay on demand to the Seller and shall indemnify and keep indemnified the Seller (and each member of the RemainCo Group) in respect of (i) any sums paid by the member of the RemainCo Group to or in relation to such Unexpected RemainCo Employee under and in connection with his or her contract of employment (whether on, before or after the Separation Effective Time) until the date on which the employment of the Unexpected RemainCo Employee transfers to the Purchaser or relevant member of the DivestCo Group; and (ii) all Liabilities incurred by any member of the RemainCo Group which arise directly or indirectly out of or in connection with the release, transfer and/or termination of employment of such Unexpected RemainCo Employee; or

(b) the Purchaser or relevant member of the DivestCo Group does not make an offer of employment to the Unexpected RemainCo Employee or the Unexpected RemainCo Employee does not accept the offer of employment from the Purchaser or relevant member of the DivestCo Group in accordance with Clause 15.19 then the relevant member of the DivestCo Group may terminate the employment of such Unexpected RemainCo Employee within 28 days of the Purchaser being made aware of such transfer or continued employment either by the Unexpected RemainCo Employee or by the member of the RemainCo Group (whichever is the earlier) or within such period as required by applicable law in that relevant country, if longer, and provided that such termination is in accordance with this Clause 15.22(b), and conditional upon the Seller and applicable member of the RemainCo Group taking all reasonably practicable steps to limit or otherwise mitigate such Liabilities the Purchaser shall, in respect of any Unexpected RemainCo Employee who is a DivestCo Refusing Employee, pay on demand to the Seller and shall indemnify and keep indemnified the Seller and applicable member of the RemainCo Group in respect of (i) any sums paid by the relevant member of the RemainCo Group to or in relation to such Unexpected RemainCo Employee under or in connection with his or her contract of employment (whether on, before or after the Separation Effective Time) to the termination of such person's employment in accordance with this Clause 15.22(b)and (ii) all Employment Liabilities incurred by the relevant member of the RemainCo Group which arise directly or indirectly out of or in connection with such termination of employment;

(c) where the Unexpected RemainCo Employee in relation to clauses 15.22(a) or 15.22(b) is not a DivestCo Refusing Employee, such Unexpected RemainCo Employee shall be treated as a RemainCo Continuing Employee for the purposes of Clause 15.12.

International Employees

15.23 This Clause 15.23 applies to any DivestCo Employee who (i) immediately before the Separation Effective Time is posted to another country from their home country, or (ii) who requires immigration approval in respect of their employment (an "**International Employee**"). Where applicable law does not provide for the automatic transfer of employment of any International Employee into a member of the DivestCo Group, such International Employee will be a DivestCo Offer Employee and be treated as such in accordance with Clause 15.8(b), noting that terms and conditions for the purposes of this clause shall include the terms and conditions governing their international assignment, where applicable. Prior to Completion, the Seller shall use its reasonable endeavours to ensure that all International Employees who require immigration approvals to be employed by a member of the DivestCo Group have obtained all required documentation and approvals (including all necessary work permits and visas) and have (and at the Separation Effective Time will continue to have) the right to work in the DivestCo Business within the relevant jurisdictions. If the Seller has, despite its reasonable endeavours, not obtained all required documentation and approvals for any such International Employee, the Seller and Purchaser shall discuss the issue in good faith with a view to reaching a reasonable resolution to procure the transfer of such International Employee to the relevant member of the DivestCo Group.

Delayed Transfer Employees

15.24 The members of the DivestCo Group and the members of the RemainCo Group shall cooperate to facilitate the transfer of employees as anticipated in this Separation Agreement, including providing such assistance as may be reasonably required to transfer any visa, work permit or other approval to transfer employment ("**Employment Approvals**"). If any RemainCo Employee or DivestCo Employee requires an Employment Approval to transfer employment as contemplated by this Separation Agreement and the SPA and Employment Approval is not obtained prior to the Separation Effective Time the parties, subject to applicable law and regulation, shall use commercially reasonable efforts to make the services of such employee available to the other party until such time as the Relevant Approval is obtained in accordance with Clause 15.27. Notwithstanding the foregoing, any French Protected Employee whose transfer pursuant to the Transfer Regulations is refused by the French labor administration, shall not be made available or transfer to a member of the DivestCo Group.

Pensions

15.25 The parties shall comply with the terms of Schedule 10.

No Third Party Rights

15.26 Nothing contained in this Clause 15 or any other provision of this Separation Agreement, whether express or implied, shall be construed to (i) create any third party beneficiary or other rights in any current or former employee, director, consultant, or independent contractor of the Seller's Group (including any dependent or beneficiary thereof) or any other person (including any Employee Representative or any DivestCo Employee or RemainCo Employee (or any dependent or beneficiary thereof)) other than the parties to this Separation Agreement, (ii) create any right to employment or continued employment for any specified period or to a particular term or condition of employment, or otherwise interfere with the rights of the members of the DivestCo Group or the RemainCo Group to amend or terminate any employee benefit plans at any time, the discharge or discipline of any employee, or change to the terms of employment of any employee, or (iii) amend, terminate or otherwise modify any employee benefit plan, in each case, to the extent in each case that the members of the DivestCo Group, the RemainCo Group and the Purchaser comply with applicable laws, this Separation Agreement and the Transaction Documents.

Day 1 Personnel

15.27 To the extent:

(a) an Open Role remains vacant at the Separation Effective Time, or

(b) any DivestCo Employee that is expected to be employed or engaged by the DivestCo Group on and from the Separation Effective Time is not employed or engaged by the DivestCo Group on the Separation Effective Time, including any person requiring an Employment Approval or where the parties agree that the applicable DivestCo Employee is to provide services to the RemainCo Group in accordance with the Day 1 Operating Model and it is not permissible or practicable in accordance with applicable law or regulation for such DivestCo Employee to do so while employed by a member of the DivestCo Group; or

(c) any RemainCo Employee that is expected to be employed or engaged by the RemainCo Group on and from the Separation Effective Time is not employed or engaged by the RemainCo Group on the Separation Effective Time, including any person requiring an Employment Approval or where the parties agree that the applicable RemainCo Employee is to provide services to the DivestCo Group in accordance with the Day 1 Operating Model and it is not permissible or practicable in accordance with applicable law or regulation for such RemainCo Employee to do so while employed by a member of the RemainCo Group;

(i) the Separation Committee shall consult reasonably and in good faith in respect of arrangements to be made in relation to such Open Roles and may make recommendations to the Seller (which the Seller shall consider reasonably and in good faith), and (ii) the Seller and the Purchaser shall consult reasonably and in good faith in respect of arrangements to be made in relation to such persons identified in Clauses 15.27(b) and 15.27(c) and in each case Seller shall then take such steps as may be reasonably necessary to take account of such recommendations including the arrangement for such roles to be temporarily filled through the Transitional Services Agreements or delay the transfer of their employment. If any such person's services shall be provided pursuant to the Transitional Services Agreements in accordance with applicable law, the date on which the services that they provide cease under the Transitional Services Agreement shall be their applicable Transfer Date. In each case the provisions in Clause 15.8 to 15.12 shall apply to them as if their Transfer Date is the Separation Effective Time

16. TAX MATTERS

16.1 The Purchaser shall procure that, during the twelve (12) month period commencing on the date of Completion the relevant DivestCo Group Companies operate the DivestCo Business in accordance with the "day 1 operating model" agreed between the Purchaser and Seller in accordance with Clause 3.

16.2 If any action, transaction, step, event, arrangement or other circumstance: (i) of the Separation (including for this purpose each Carve-Out and DivestCo Share Transfer and the execution and delivery of any Local Implementation Agreements); or (ii) under the Transitional Services Agreement, requires the Purchaser or any member of the Purchaser's Group, or any of their intermediaries or advisers, to disclose, report or notify such action, transaction, step, event, arrangement or circumstance to any Taxation Authority (a "**Purchaser Reporting Obligation**"), the Purchaser shall provide, or procure that the relevant member of its Group, intermediary or adviser provides, the Seller with the relevant disclosure, report or notification in draft form as soon as practicable prior to submission and in any event no later than ten (10) Business Days before the last date on which disclosure, report or notification can be submitted to or filed with the relevant Taxation Authority without incurring any penalties or interest (the "**Deadline**"). The Purchaser shall take into account and procure that the relevant member of its Group, intermediary or adviser takes into account all reasonable comments on the disclosure, report or notification received from the Seller no fewer than five (5) Business Days before the Deadline, including (without limitation) the addition of the Seller, any member of the Seller's Group and any of their intermediaries or advisers as parties to the relevant disclosure, report or notification if so requested by the Seller. The Purchaser shall provide, or procure that the relevant member of its Group, intermediary or adviser provides, the Seller with a copy of the disclosure, report or notification submitted to or filed with the Taxation Authority as soon as reasonably practicable following submission or filing, together with any acknowledgment from the Taxation Authority of such submission or filing (including any other information, submission or filing number or code provided by the Taxation Authority) as soon as reasonably practicable after receipt.

16.3 If any action, transaction, step, event, arrangement or other circumstance: (i) of the Separation (including for this purpose each Carve-Out and DivestCo Share Transfer and the execution and delivery of any Local Implementation Agreements); or (ii) under the Transitional Services Agreement, requires the Seller or any member of the Seller's Group, or any of their intermediaries or advisers, to disclose, report or notify such action, transaction, step, event, arrangement or circumstance to any Taxation Authority (a "**Seller Reporting Obligation**"), the Seller shall provide, or procure that the relevant member of its Group, intermediary or adviser provides, the Purchaser with the relevant disclosure, report or notification in draft form as soon as practicable prior to submission and in any event no later than ten (10) Business Days before the Deadline. The Seller shall take into account and procure that the relevant member of its Group, intermediary or adviser takes into account all reasonable comments on the disclosure, report or notification received from the Purchaser no fewer than five (5) Business Days before the Deadline, including (without limitation) the addition of the Purchaser, any member of the Purchaser's Group and any of their intermediaries or advisers as parties to the relevant disclosure, report or notification if so requested by the Purchaser. The Seller shall provide, or procure that the relevant member of its Group, intermediary or adviser provides, the Purchaser with a copy of the disclosure, report or notification submitted to or filed with the Taxation Authority as soon as reasonably practicable following submission or filing, together with any acknowledgment from the Taxation Authority of such submission or filing (including any other information, submission or filing number or code provided by the Taxation Authority) as soon as reasonably practicable after receipt.

16.4 If the Seller or any member of the Seller's Group applies for any ruling, clearance, confirmation or other assurance from any Taxation Authority in respect of any action, transaction, step, event, arrangement or other circumstance: (i) of the Separation (including for this purpose each Carve-Out and DivestCo Share Transfer and the execution and delivery of any Local Implementation Agreements); or (ii) under the Transitional Services Agreement, the Seller shall, in each case, provide, or shall procure that the relevant member of its Group shall provide, to the Purchaser a copy of, and the opportunity to make reasonable comments on any application for such ruling, clearance, confirmation or assurance provided such comments are received by the Seller (or its duly authorised agents) no later than ten (10) Business Days before its submission or filing with the relevant Taxation Authority. The Seller shall take into account, and procure that the relevant member of its Group takes into account, all reasonable comments made by the Purchaser on the draft application before submitting or filing the relevant application with the relevant Taxation Authority and the Seller shall provide the Purchaser with all other information that the Purchaser may reasonably request in relation to such application. The Purchaser shall provide to the Seller any comments it wishes to make in respect of the draft application as soon as reasonably practicable. The Seller shall, or procure that its duly authorised agents or relevant member of the Seller's Group shall: (a) keep the Purchaser fully informed of the progress of all matters relating to the application and provides to the Purchaser copies of all applications submitted in final form (together with all enclosures) to the Taxation Authority and all other material correspondence to, or from, any Taxation Authority insofar as it is relevant to the application and (b) fully consult the Purchaser in relation to all matters relating to the ruling, clearance, confirmation or other assurance sought and takes into account all the reasonable comments made by the Purchaser and in relation thereto.

16.5 If, prior to the submission or filing of any ruling or clearance described in 16.4, the Seller (i) provides sufficient information to the Purchaser for the Purchaser to determine the anticipated scope and impact of the proposed ruling or clearance on the DivestCo Business and/or any member of the DivestCo Group, (ii) consults with the Purchaser in good faith regarding the advisability of making such submission or filing and (iii) incorporates any reasonable comments received from the Purchaser in accordance with clause 16.4 and otherwise complies with Clause 16.4, then the Purchaser shall agree not to take any action that is inconsistent with any such ruling or clearance obtained from a Taxation Authority; provided that without advanced written consent of the Purchaser, the Purchaser shall not be required to comply with such ruling or clearance if (A) such ruling or clearance is submitted more than three (3) months after Completion, (B) such ruling or clearance is binding on the DivestCo Business or any member of the DivestCo Group for a period longer than twelve (12) months or (C) compliance with such ruling or clearance would reasonably be expected to have a meaningful adverse consequence on the DivestCo Business or any member of the DivestCo Group.

17. IP MATTERS

17.1 On or before the Separation Effective Time, the Seller and the Company shall (and shall procure that the RemainCo Group and the DivestCo Group respectively shall), execute and deliver the IP Cross-Licences substantially in the agreed terms in relation to the Shared IPR.

17.2 From and after the date hereof, the Seller and the Company shall (and shall procure that the RemainCo Group and the DivestCo Group respectively shall), use reasonable endeavours to re-engineer the applicable production lines at the Rothenkirchen facility such that, as of the Separation Effective Time, such production lines no longer use the technology known as "**GSS**" and "**Tandem**", with the Seller to bear all relevant costs and expenses incurred by any party (or any member of their respective Groups) in connection with such actions.

17.3 From and after the date hereof, the Seller and the Company shall (and shall procure that the RemainCo Group and the DivestCo Group respectively shall), use reasonable endeavours (a) to reformulate certain products in the System Professional product line such that, as of the Separation Effective Time, no products in the System Professional product line incorporate the technology known as the "**Diamond 3-ingredient cocktail**," (b) to submit to the appropriate regulatory authorities such documentation as is necessary to register the change of ingredients in such products with such authorities and (c) to update the packaging and marketing materials for such products to reflect such change in ingredients, with the Seller to bear all relevant costs and expenses incurred by any party (or any member of their respective Groups) in connection with such actions.

17.4 The Separation Committee may, from time to time prior to the Separation Effective Time, update the IPR Allocation Matrix by written notice to the parties to the extent it reasonably considers that the IPR Allocation Matrix does not correctly allocate Business IP Assets to the correct Business, provided that the Seller shall be permitted to update the IPR Allocation Matrix by written notice to the Separation Committee solely to the extent any Intellectual Property Rights included in the IPR Allocation Matrix have expired under applicable law (and no renewal is applicable), or have been allowed to lapse or be marked cancelled or abandoned in the ordinary course of a DivestCo Business's operations consistent with past practice.

18. TRANSITIONAL PERIOD

Coty Mark / Brands

18.1 The Company shall procure that, within six (6) months of the Separation Effective Time (in this Clause 18.1, the "**Transition Period**"), each DivestCo Group member changes its name to exclude any mark of the RemainCo Group that is included in the "Excluded Brands" definition or other term confusingly similar thereto; provided that if the Company has used, and is using, its reasonable best efforts to obtain any approvals and consents from the applicable government authorities necessary to change the name of each DivestCo Group member in accordance with the foregoing, but has not received a required approval or consent with respect to a DivestCo Group Member within such Transition Period, the Transition Period shall be extended for an additional six (6) months, and thereafter, if the Company, despite using its reasonable best efforts, has still not received such necessary approval or consent, the Transition Period shall be extended for a second, additional six (6) month period, provided further that in no event shall the Transition Period exceed eighteen (18) months. Further, the Company shall indemnify the Seller from and against any and all Losses arising from any and all uses of the "**Coty**" mark or any other "**Excluded Brand**" by a DivestCo Group member from and after the Separation Effective Time; provided that the Company shall not be required to indemnify the Seller for any Losses that arise from the Company's compliance with the Seller's guidelines.

18.2 The Seller shall procure that, within six (6) months of the Separation Effective Time (or within six (6) months of the Delayed Transfer Time in respect of any Transitional Transacting Entity), each RemainCo Group member changes its name to exclude any of the Brands or any confusingly similar term (in this Clause 18.2, the "**Transition Period**"); provided that if the Seller has used, and is using, its reasonable best efforts to obtain any approvals and consents from the applicable government authorities necessary to change the name of each RemainCo Group member in accordance with the foregoing, but has not received a required approval or consent with respect to a member of the RemainCo Group within such Transition Period, the Transition Period shall be extended for an additional six (6) months, and thereafter, if Seller, despite using its reasonable best efforts, has still not received such necessary approval or consent, the Transition Period shall be extended for a second, additional six (6) month period, provided further that in no event shall the Transition Period exceed eighteen (18) months following the Separation Effective Time or the Delayed Transfer Time as applicable. After the applicable Transition Period has ended, each RemainCo Group member shall have the right to use its prior name (including, to the extent incorporated into such name, any of the Brands) solely for historical reference purposes and as otherwise required by applicable laws or regulations in referencing the RemainCo Group member name. Notwithstanding the foregoing, the RemainCo Group may use the "**Russwell**" mark perpetually in the names of entities within the RemainCo Group with names that include that mark at the Separation Effective Time; provided that the RemainCo Group must use reasonable endeavours to remove the "Russwell" mark as soon as there is a commercially appropriate opportunity to do so as assessed on an entity-by-entity basis. Further, the Seller (and the Seller's Group) shall indemnify the Purchaser from and against any and all Losses arising from any and all uses of any of the Brands by a RemainCo Group member from and after the Separation Effective Time; provided that the Seller shall not be required to indemnify the Company for any Losses that arise from the Seller's compliance with the Company's guidelines.

18.3 The Seller, on behalf of itself and the Seller's Group, hereby grants to the Company and each DivestCo Group member a non-exclusive, non-sublicensable (other than to suppliers, vendors, contractors and others in the supply chain, in connection with their providing or receiving goods and services to or from the Company and each DivestCo Group member, but not for the independent use of such persons), royalty-free, fully paid-up, worldwide licence to use the Excluded Brands (i) in respect of product packaging, advertising and marketing materials, three (3) years after Completion and (ii) in respect of all other uses, two (2) years after Completion, in each case in connection with the operation of the DivestCo Business consistent with past practice, and in accordance with the applicable Seller's Group brand guidelines as provided to the Company in writing. Any and all goodwill or other rights arising from the use by the Company or any DivestCo Group member of any of the Excluded Brands shall automatically inure to the Seller's Group. The Seller shall have the right to terminate the licence granted in this Section 18.3, effective immediately upon notice, if the Company, or any DivestCo Group member, fails to comply with the foregoing terms and conditions and does not cure such failure within thirty (30) days following receipt of written notice of such failure. Following expiration or termination of the foregoing licence, neither the Company nor any DivestCo Group member shall have any right to use the Excluded Brands, provided that each DivestCo Group member shall have the right to use its prior name (including, to the extent incorporated into such name, the "**Coty**" mark or any other Excluded Brand) solely for historical reference purposes and as otherwise required by applicable laws or regulations in referencing the DivestCo Group member name. Notwithstanding the foregoing, the DivestCo Group may use the "**HFC**" and "Coty" marks perpetually in the names of entities within the DivestCo Group with names that include those marks at the Separation Effective Time; provided that the DivestCo Group must use reasonable endeavours to remove the "HFC" and "Coty" marks as soon as there is a commercially appropriate opportunity to do so as assessed on an entity-by-entity basis. Without limiting the Company's obligations set forth in Section 18.1, for the avoidance of doubt, the Company shall indemnify the Seller from and against any and all Losses arising from any and all uses of the Excluded Brands pursuant to the foregoing licence from and after the Separation Effective Time; provided that the Company shall not be required to indemnify Seller for any Losses that arise from Company's compliance with the Seller's guidelines.

18.4 For one-hundred and eighty (180) days after Completion, the Seller and each member of the Seller's Group shall display on the Domain Names and Social Media Properties of the RemainCo Business, in the locations previously addressing the DivestCo Business, a mutually-agreed statement about the transactions contemplated herein and a link to those Domain Names and Social Media Properties designated by Purchaser.

Regulatory Matters

18.5 The Seller shall (and shall procure that each member of the Seller's Group shall) cooperate in good faith with the DivestCo Group in connection with:

(a) the transfer of each material Authorisation held by a RemainCo Retained Entity which is a Transitional Transacting Entity and required for the performance of its role in the "day 1 operating model" set out in Clause 3 to the relevant member of the DivestCo Group on or before the Delayed Transfer Time in respect of such Transitional Transacting Entity (or with such DivestCo Group member otherwise obtaining such material Authorisation on or before that time); and

(b) for any other Authorisation not covered in Clause 18.5(a), the transfer of each material Authorisation held by a member of the Seller's Group to the relevant member of the DivestCo Group (including obtaining any required consents or approvals in respect of such transfer) on or before the Separation Effective Time (or with such DivestCo Group member otherwise obtaining such material Authorisation on or before that time).

18.6 To the extent relevant, the Company shall (and shall procure that each member of the DivestCo Group shall) cooperate in good faith with the RemainCo Group in connection with the transfer of each material Authorisation in respect of the RemainCo Business held by a DivestCo Transferred Entity which is a Transitional Transacting Entity (if any) and required for the performance of its role in the "day 1 operating model" set out in Clause 3 to the relevant member of the RemainCo Group on or before the Delayed Transfer Time in respect of such Transitional Transacting Entity (or with such RemainCo Group member otherwise obtaining such material Authorisation on or before that time).

18.7 The Seller shall ensure (or shall procure that the relevant RemainCo Group member ensures) that:

(a) the RemainCo Group member that is the "responsible person" as at the Separation Effective Time for the purposes of Regulation (EC) No 1223/2009 (as amended from time to time) (the "**Cosmetics Regulation**") in respect of an Existing Product shall, for three (3) years following the Separation Effective Time, and in respect of such Existing Products:

(i) remain the "responsible person" for the purposes of the Cosmetics Regulation (notwithstanding that the relevant entities distributing such Products may be DivestCo Group members);

(ii) maintain and ensure that any and all details on the online notification system created and used in connection with the implementation of the Cosmetics Regulation are true and accurate; and

(iii) ensure compliance with all other requirements of a responsible person under the Cosmetics Regulation (including article 13 of that regulation),

with, in all cases, the Company being responsible for any cost incurred by a RemainCo Group member in the ordinary course of the lawful discharge by a "responsible person" of its regulatory obligations, but excluding any fine, penalty or legal costs and expenses incurred by a RemainCo Group member as a consequence of its failure to comply with its regulatory obligations (including its obligations under Clauses 18.7 to 18.9 (inclusive)) if and to the extent such failure to comply was not caused by an act or omission of a DivestCo Group member. The parties shall cooperate to establish a process pursuant to which such costs are invoiced directly to a DivestCo Group member to the extent permitted under applicable law;

(b) for any other jurisdiction not covered by Clause 18.7(a) in respect of which the Seller or a RemainCo Group member holds or is involved in the holding of an analogous position (including with respect to any registration, authorisation for registration, filing, artwork or packaging associated with a relevant product) to the "responsible person" under the Cosmetics Regulation in respect of Existing Products, that responsible entity or person shall, for three (3) years following the Separation Effective Time, and in respect of such Existing Products:

(i) remain responsible entity or person (notwithstanding that the relevant entities distributing such Products may be DivestCo Group members); and

(ii) ensure compliance with all other requirements of such a responsible entity or person under the applicable law,

with, in all cases, the Company being responsible for any cost incurred by a RemainCo Group in the ordinary course of the lawful discharge by a person holding such an analogous position of its regulatory obligations but excluding any fine, penalty or legal costs and expenses incurred by a RemainCo Group member as a consequence of its failure to comply with its regulatory obligations (including its obligations under Clauses 18.7 to 18.9 (inclusive)) if and to the extent such failure to comply was not caused by an act or omission of a DivestCo Group member. The parties shall cooperate to establish a process pursuant to which such costs are invoiced directly to a DivestCo Group member to the extent permitted under applicable law; and

(c) subject to the DivestCo Group having provided access to product information within its possession as is reasonably necessary for the Seller (or the relevant RemainCo Group member) to comply with its obligations hereunder, it provides, at no charge to the DivestCo Group, consumer careline services to the DivestCo Group (including taking consumer calls/messages, processing such calls/messages, directing enquiries/complaints to the relevant people in the organisation, handling the feedback loop and reporting on the foregoing) and maintains for that purpose such procedures and processes (including contact details and hours of operation) as may be necessary to avoid changes to any consumer literature, packaging or online information, for so long as the DivestCo Group continues using artwork and packaging created prior to, or used at, the date of Completion,

in the cases of Clause 18.7(a) and Clause 18.7(b):

(d) until such time within the said three (3) year period as the DivestCo Group instructs that responsible entity or person to the contrary with respect to any Product;

(e) provided that the Seller and relevant RemainCo Group members shall cease to have any obligations in relation to relevant Existing Products under such Clauses if and to the extent that any of the following applies:

(i) the Existing Product is manufactured or prepared with a different formulation (including changes to raw materials) than that used at the Separation Effective Time; or

(ii) the product data, artwork or packaging for the Existing Product is amended in any way (including new supporting data, packaging or artwork) from the product data, artwork and packaging created prior to, or used at, the Separation Effective Time,

in which case the Company shall be required to promptly replace, or procure the replacement of, the relevant RemainCo Group member as responsible person (or analogous position) by a person other than a RemainCo Group member; and

(f) the Seller and the RemainCo Group shall not be restricted from sub-contracting other entities or persons for the performance of tasks required for the relevant RemainCo Group member to meet its obligations as a responsible person (or analogous position), to the extent permitted by applicable laws and subject to the Purchaser's prior written approval of any cost associated with such sub-contracting.

In light of the careline service provided in Clause 18.7(c), the parties shall cooperate in good faith with a view to the DivestCo Group establishing standalone careline services (as set out in Clause 18.7(c)) in a timely and efficient manner.

Clause 18.7(e) shall not apply to changes which do not require a change in finished product code according to COTY global SOP GLOB-QA-SOP-008-004. Furthermore, notwithstanding Clause 18.7(e), a member of the DivestCo Group may change a formulation (including its raw materials), packaging components or the artwork of an Existing Product where necessary to overcome an interruption to the supply of any material, to meet an urgent or short-notice regulatory change in any jurisdiction or otherwise to address any extraordinary event or circumstance beyond its control provided that it notifies the relevant RemainCo Group member of the change and such change does not cause the RemainCo Group member to be in breach of its obligations as a responsible person (or analogous position) or require it to make any notification, application or similar act in respect thereof, any such change in all cases being at the cost of the Company. If any proposed change by a member of the DivestCo Group to a formulation (including its raw materials), packaging components or the artwork of an Existing Product would require the RemainCo Group member to take steps to maintain compliance, the DivestCo Group member must obtain the prior written consent of the RemainCo Group member, which shall not be unreasonably withhold or denied (with any such change in all cases being at the cost of the Company).

18.8 The Seller shall ensure (and shall procure that the relevant RemainCo Group member ensures) that, for the duration of the period in which a RemainCo Group member is required to act as responsible person (or in an analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b), and provided that if the Seller complies with this Clause 18.8 in respect of that member of the RemainCo Group it shall be deemed to have discharged its obligations under Clause 18.7 to maintain any business address or location in respect of such member of the RemainCo Group:

(a) the Seller shall not (and shall procure that the relevant RemainCo Group member shall not) cause any change to the current location or presence thereat of the RemainCo Group at 14 Rue du 4 septembre, 75002 Paris, France such as would cause any RemainCo Group member acting as responsible person (or in an analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b) to be in breach of its regulatory obligations for an Existing Product and/or that would necessitate a mandatory change to any product registration, artwork, literature, packaging or other information in whatever form and/or that would cause a breach of an obligation of the Seller and/or a RemainCo Group member under Clause 18.7(c), and the Seller shall procure that the cost of maintaining the location and presence of the RemainCo Group at such location shall be at the Seller's own cost;

(b) the relevant RemainCo Group member shall maintain, at its own cost (subject to Clause 18.8(e) below), such presence (without restriction as to the particular form of physical presence or footprint) at each of the following business addresses and locations as is necessary to remain compliant with its obligations as a responsible person (or analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b) and with its obligations (if any) under Clause 18.7(c) (including the maintenance of such internal authorisations and company stationery for each address as may be necessary for official company correspondence and communications to be issued from the location for any product regulatory purposes), to avoid any changes being required to any registration, artwork, literature or packaging of an Existing Product:

(i) 350 Fifth Avenue, New York, New York, 10118, United States of America;

(ii) 5 St George's Rd, Wimbledon, London SW19 4DR; and

(iii) Chemin Louis-Hubert 1-3, 1213 Lancy, Switzerland,

provided that prior to making any change to the presence of the Seller's Group at such business addresses and locations as maintained at the Separation Effective Time, the Seller shall notify the Purchaser of any such proposed change as soon as reasonably practicable prior to making such change (and in any event, no later than 6 months prior to the proposed change);

(c) any business addresses and locations of the Seller Group that serve as the registered address or address of record for any responsible person (or analogous position) in relation to the Existing Products as at the Separation Effective Time, other than those addresses listed in Clauses 18.8(a) and 18.8(b) (such business addresses and locations the "**Registrable Addresses**") (and the parties shall cooperate in good faith to develop a list of such Registrable Addresses within three months following Completion, which list shall be informational only and without prejudice to the scope of the Registrable Addresses) and, in relation to any such Registrable Address, the Seller shall notify the Purchaser of any proposed change to the Registrable Address as soon as reasonably practicable prior to making such change (and in any event, no later than 6 months prior to the proposed change)in order to enable the Purchaser to register a member of the DivestCo Group or other third party as a new responsible person (or analogous position), and shall cooperate in good faith with the DivestCo Group to mitigate any costs of the DivestCo Group arising from such change (including, if requested by the Purchaser, by seeking to facilitate the option of the RemainCo Group entity maintaining a limited presence at the affected location), provided however that:

(i) the relevant DivestCo Group members shall remain responsible for such costs (including for required registration, labelling, artwork, literature or packaging changes, but excluding any fine, penalty or legal costs and expenses incurred by a RemainCo Group member as a consequence of its failure to comply with its regulatory obligations (including its obligations under Clauses 18.7 to 18.9 (inclusive)) if and to the extent such failure to comply was not caused by an act or omission of a DivestCo Group member (including if the DivestCo Group fails to change any labelling, artwork, literature or packaging after the Purchaser is notified by the Seller pursuant to this Clause 18.8(c) of a change in business address or location); and

(ii) if the minimum period that the DivestCo Group requires to register a new responsible person (or analogous position) exceeds 6 months, for a period of up to 12 months following notification of the proposed change, the relevant RemainCo Group member shall maintain, at its own cost (subject to Clause 18.8(e) below), such presence (without restriction as to the particular form of physical presence or footprint) at the relevant Registrable Address as is necessary to remain compliant with its obligations as a responsible person (or analogous position),

provided however that, notwithstanding the foregoing and any other provision of this Agreement, for the duration of the period in which a RemainCo Group member is required to act as responsible person (or analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b):

(d) the Seller shall procure that the Seller's Group shall change no more than three Registrable Addresses in each 12 month period following the Separation Effective Time, save with the Company's prior written consent (not to be unreasonably withheld, conditioned or delayed and which the Company shall provide if, acting reasonably and following consultation with the Seller, it considers that further changes do not result in any increased costs or material supply chain disruption for the DivestCo Group as a result of any mandatory re-registration, labelling, artwork, literature or packaging changes);

(e) to the extent that the RemainCo Group maintains a presence solely in order to comply with its obligations under Clauses 18.8(b) or 18.8(c), the Company shall reimburse the RemainCo Group an aggregate amount (shared between the relevant member(s) of the RemainCo Group) of up to $250,000 in each 12 month period following the Separation Effective Time, of the reasonable and documented costs required to maintain such presence; and

(f) the Seller and the RemainCo Group shall have no liability under Clauses 18.7 to 18.9: (1) to have any greater presence at any business address or location than the current presence maintained as at the Separation Effective Time; or (2) to the extent such liability results from or is increased by the DivestCo Group making any voluntary notification or disclosure to a regulator in respect of such change of business address or location.

18.9 For the duration of the period in which a responsible person or entity has obligations under Clause 18.7(a) or Clause 18.7(b):

(a) the Seller shall (or shall procure that the relevant RemainCo Group member shall) make available to the Company upon request a signed letter confirming that the relevant RemainCo Group member acts as responsible person (or analogous position);

(b) the Seller shall (or shall procure that the relevant RemainCo Group member shall) respond to any written request from the Company to take action required of it as a responsible person (or analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b) within 10 Business Days of receipt of such notice, and shall use its commercially reasonable endeavours to address any action that it is required to take pursuant to its obligations in pursuant to Clause 18.7(a) or Clause 18.7(b) as promptly as is reasonably practicable for it to do so; and

(c) the Company shall provide to the relevant RemainCo Group member all information and cooperation reasonably necessary for it to perform its obligations as a responsible person (or analogous position) pursuant to Clause 18.7(a) or Clause 18.7(b).

18.10 With effect from the Separation Effective Time:

(a) the Seller shall transfer (or procure that the relevant Seller Group member shall transfer) its rights in the EAN code range "800561" and respective EAN/UPC barcodes and numbers to the Company (or such other member of the Purchaser's Group, as nominated by the Company);

(b) the Company hereby grants (on its own behalf and on behalf of each member of the Purchaser's Group) a non-exclusive right to the Seller's Group to use any EAN/UPC barcodes and numbers in the range referred to in Clause 18.10(a), until the date that is five (5) years following the Separation Effective Time; and

(c) the Seller hereby grants (on its own behalf and on behalf of each member of the Seller's Group) a non-exclusive right to the Purchaser's Group to use any EAN/UPC barcodes and numbers that were owned and used by the Seller's Group in connection with a Brand prior to the Separation Effective Time, other than the range referred to in Clause 18.10(a), until the date that is three (3) years following the Separation Effective Time.

Insurance

18.11 The Company shall be entitled to any rights and/or benefits arising under or in connection with any Relevant Insurance Claims (as defined in the SPA) and any Transferred Policies, including the right to tender claims and to recover insurance proceeds in amounts in excess of policy deductibles.

Salon Financing

18.12 The parties acknowledge and agree that, on or prior to the Separation Effective Time, the Seller shall (and shall procure that the relevant RemainCo Group members shall) procure that:

(a) all consumer loans advanced by Coty UK&I Ltd to salons located in the United Kingdom, in connection with the financing of purchases by such salons, shall be terminated (whether collected, written off, released or otherwise) such that Coty UK&I Ltd ceases to undertake any activities that require authorisation pursuant to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (the "**Regulated Activities Order**") (the "**Excluded Loans**"); and

(b) Coty UK&I Ltd's existing authorisation pursuant to the Regulated Activities Order is cancelled.

Transitional Service Agreements

18.13 The Separation Committee shall finalise and approve the Service Schedules as soon as practicable following the Original Agreement Date. The Seller and the Company shall (and shall procure that their respective Group members shall as applicable), on or prior to the Separation Effective Time enter into transitional service agreements on substantially the terms of the Agreed Form TSA providing for those services (and on those service terms) as set out in the Service Schedules (upon entry, the "**Transitional Services Agreements**") to be provided by the DivestCo Group to the RemainCo Group (and vice versa), including any local agreements in respect of local services as the Separation Committee considers appropriate (acting reasonably).

18.14 The parties acknowledge that the Services Schedules are to be updated and finalised as soon as practicable after signing by the Separation Committee (such versions shall then be deemed "in agreed terms" for the purposes of this Agreement). In particular, the Separation Committee shall:

(a) agree the details of the relevant key performance indicators for each TSA service in a manner consistent with the Agreed Form TSA as well as any other additional key performance indicators that are introduced by the Seller's Group prior to the Separation Effective Time in each case for the performance of the equivalent services within the Seller's Group; and

(b) consider in good faith any alternative arrangements to service recipient exit from the Transitional Services Agreements and related changes in costs (such as volume-based charges, by relevant regions and business unit).

18.15 During the period commencing on the Original Agreement Date and ending upon entry in the relevant Transitional Services Agreement, the Seller and the Company shall each comply with (or cause their respective Group members to comply with) the provisions of clause 3.1, 3.2 and 3.3 of the Agreed Form TSA as though it were in force.

Transitional Service Requests

18.16 Either the Seller or the Purchaser may from time to time submit a request to the Separation Committee for the provision of transitional services setting out details of the requested services in the form of the services schedule (Schedule 1) of the Agreed Form TSA, such request to be in the form of a Change Control Form (as that term is defined in the Agreed Form TSA).

18.17 The Separation Committee shall promptly (and in any event within ten (10) Business Days of receiving a request in accordance with clause 18.16) consider any request, and shall be obliged to approve any request without delay to the extent that each of the following conditions are met:

(a) the requested services are not required to be provided beyond the end of the TSA Period;

(b) the requested services were previously routinely provided by the RemainCo Business or RemainCo Group to the DivestCo Business or the DivestCo Group (or vice versa) in the ordinary course of business during the twenty four (24) months preceding the Separation Effective Time (and, to avoid doubt, do not relate to one-off or special projects that are not activities routinely undertaken by the Business or Group as applicable);

(c) subject to Clause 18.18, the proposed service charges and terms are substantially equal to 105% of the costs to the service provider of providing such service (including the costs of internal management time) as determined by the Separation Committee acting reasonably;

(d) the requested services are not already provided pursuant to an existing Transitional Services Agreement; and

(e) the requested services are not Excluded Services.

18.18 Any services approved pursuant to Clause 18.17 shall be the subject to a transitional services agreement on substantially the terms of the Agreed Form TSA, as finalised and approved by the Separation Committee, and Seller and the Company shall (and shall respectively procure that the RemainCo Group and DivestCo Group members shall) enter into a transitional services agreement (or amend an existing Transitional Services Agreement) for the provision of such services.

Specific service terms

18.19 Notwithstanding the terms of the Transitional Services Agreement for the provisions of services to the DivestCo Group to the contrary:

(a) the Seller shall procure that the DivestCo Group is granted an extension of the logistics services at the Riverside site provided under the Transitional Services Agreement of up to five months and the parties shall use reasonable endeavours to reduce any Losses that are savings lost to the Seller's Group as a result of such extension, provided that if, having used reasonable endeavours to mitigate such Losses, such Losses are still incurred, the Seller shall provide the Company with such information as the Company may reasonably require to verify such Losses, and the Company shall be responsible for any such Losses (up to a maximum of USD 6.9 million); and

(b) the parties shall use reasonable endeavours to reduce any Stranded Costs arising under a Transitional Services Agreement relating to the clone of the existing ECC system in place of the DivestCo Group establishing a new SAP S4/HANA system, provided that this Clause 18.19(b) shall be without prejudice to the terms of clause 14.3 of the Transitional Services Agreement.

19. DATA ACCESS AND DATA PROTECTION

Data Separation

19.1 The parties shall (and shall ensure that their respective Group members) comply with Schedule 10.

Ongoing Data Access

19.2 For a period of seven (7) years following the Separation Effective Time, each party shall, and shall procure that the relevant members of its Group shall, if reasonably requested by another party, allow such other party (or its Group members) access (including the right to take copies at the other party's expense) to the Books and Records which are reasonably required by the other party (or its Group member) for the purpose of:

(a) performing its obligations under this Agreement or giving effect to the Separation;

(b) the provision of services under a Transitional Services Agreement;

(c) dealing with its Tax and accounting affairs (including such information as is reasonably required in order to negotiate, refute, settle, compromise or otherwise deal with any claim, investigation or enquiry by a Taxation Authority); or

(d) any requirement of any regulatory authority or applicable law,

provided that such access would not materially disrupt the ordinary course business operations of the party that is required to so provide access.

19.3 Any out of pocket expenses associated with a party's (or a member of its Group's) request for access to Books and Records pursuant to Clause 19.2 shall be borne by that party.

Data Protection

19.4 In this Clause 19:

(a) "**Data Protection Laws**" means the following legislations to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC) (as amended by Directive 2009/136); (b) the General Data Protection Regulation (2016/679) (the "**GDPR**") and any national law supplementing the GDPR (such as, in the United Kingdom, the Data Protection Act 2018) or any successor laws arising out of the withdrawal of a member state from the European Union, and (c) any other data protection or privacy laws, regulations, or regulatory requirements, guidance and codes of practice applicable to the Processing of Personal Data (as amended and/or replaced from time to time);

(b) "**Controller Personal Data**" means any Personal Data which each Party Processes under or in connection with this Agreement as a separate Controller other than the Processed Personal Data;

(c) "**Controller**", "**Data Subject**", "**Personal Data**", "**Processing**" (and its cognates), "**Processor**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning given to them in the Data Protection Laws; and

(d) "**Processed Personal Data**" means any Personal Data Processed by the party acting as a Processor at any time on and from Completion in connection with the provision of the activities, services or performance of its other obligations set out in this Agreement.

19.5 For the purposes of Data Protection Laws, each party is a separate Controller in respect of the Controller Personal Data and shall independently determine the purposes and means of such Processing.

19.6 Each party will comply with all requirements applicable to Controllers of Data Protection Laws in relation to the Processing of the Controller Personal Data, including by ensuring that it (and that each of its Group members) has, and will maintain in place, all consents, registrations and authorisations as may be required to enable it to process the Controller Personal Data to the extent required in connection with information shared in accordance with Clause 19.2 (the "**Purpose**").

19.7 As a Controller of the Controller Personal Data, each party will, on request, provide the other at its own expense with reasonable assistance, information and cooperation to ensure compliance with the other party's obligations under Data Protection Laws in relation to the Controller Personal Data, including to the extent reasonably requested in relation to notifications required under Data Protection Laws in the event of a Personal Data Breach affecting the Controller Personal Data.

19.8 The Company shall ensure that all fair processing notices have been given (and/or, where necessary, valid consents have been obtained and not withdrawn) to all relevant data subjects in accordance with Data Protection Laws and enable it to process the Controller Personal Data lawfully and in accordance with the Data Protection Laws.

19.9 The parties further acknowledge that a party (the "**Processing Party**") may, in performing its obligations under this Agreement, be required to Process Personal Data of another party (the "**Controlling Party**"). To the extent it does so on and from the Separation Effective Time, the Controlling Party shall be the Controller and the Processing Party shall be the Processor of any Processed Personal Data. The Controlling Party shall ensure that it has, and will maintain in place, all consents, registrations and authorisations as may be required to enable the Processing Party to process the Processed Personal Data. The particulars of the Processing are as follows:

(a) **Subject Matter of the Processing:** The Processing Party has agreed to perform its obligations under this Agreement, possibly involving the Processing of Personal Data.

(b) **Nature and purpose of the Processing:** To perform obligations under this Agreement in relation to the Separation.

(c) **Types of Personal Data Processed:** The Processing Party will possibly Process the following types of Personal Data during the course of the provision of the Services: (i) biographical data (including title, first name, last name and other identification numbers), (ii) contact data (including email addresses, billing and postal addresses and telephone numbers) and (iii) financial data (including bank account). The processing of special categories of personal data may take place in relation to the provision of certain (i) human resources Services and may include the processing of health data for the purposes of the administration of employee benefits and (ii) research and development Services, which may include the processing of health data in the context of adverse event recording.

(d) **Categories of Data Subjects:** The clients, consumers, suppliers and employees, workers and independent contractors of the DivestCo Group and the RemainCo Group.

(e) **Duration of the Processing:** For the term of this Agreement.

19.10 The Processing Party shall:

(a) only Process the Processed Personal Data on the documented instructions and directions of the Controlling Party (which shall include without limitation the terms of this Agreement) and only to the extent reasonably necessary for the purpose of performing its obligations under this Agreement and not Process the Processed Personal Data for any other purpose or in any other manner unless the Processing Party is required to Process such Processed Personal Data otherwise under applicable Data Protection Laws. Where such a requirement is placed on Processing Party it shall provide prior notice to the Controlling Party unless prohibited by applicable laws or regulations;

(b) Process the Processed Personal Data in accordance with the specified subject matter, duration, purpose, type of Personal Data and categories of Data Subjects as set out in Clause 19.9;

(c) immediately inform the Controlling Party if, in its reasonable opinion, any instruction or direction from the Controlling Party would be in breach of Data Protection Laws;

(d) ensure that any employee, director, agent, contractor or affiliate of the Processing Party or any third party with access to Processed Personal Data only access such Processed Personal Data in connection with the performance of this Agreement or where permitted by applicable laws or regulations. The Controlling Party shall further ensure that all persons authorised by it to Process the Processed Personal Data (i) have undergone training about Data Protection Laws and (ii) are subject to a duty of confidence;

(e) implement appropriate technical and organisational measures to protect the Processed Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access as required under Data Protection Laws;

(f) promptly notify the Controlling Party if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Laws in relation to the Processed Personal Data. The Processing Party shall act in accordance with the Controlling Party's reasonable instructions when dealing with any such request;

(g) cooperate and provide reasonable assistance to the Controlling Party to respond to (i) requests from any Data Subject exercising their rights under Data Protection Laws and (ii) any enquiry made, or investigation or assessment of Processing initiated by any Supervisory Authority; and

(h) assist the Controlling Party with the conduct of privacy impact assessments and in relation to the security of the Processing where and as required under Data Protection Laws.

19.11 At the request of the Controlling Party, the Processing Party shall provide (at the Processing Party's cost) all information necessary to demonstrate evidence of its compliance with this Agreement and the Data Protection Laws and allow for and contribute to audits, including without limitation inspections, conducted by the Controlling Party or another auditor nominated by the Controlling Party to verify the Processing Party's compliance with Data Protection Laws.

19.12 The Processing Party shall notify the Controlling Party without undue delay on becoming aware of, or reasonably suspecting there has been a Personal Data Breach affecting the Processed Personal Data in accordance with the level of details for the Controlling Party to fulfil any reporting or other requirements imposed on it under Data Protection Laws . Where and in so far as, it is not possible to provide all of the information as part of the initial notification of the Personal Data Breach, the Processing Party shall provide this information in phases as soon as the same is reasonably available;

19.13 On termination or expiry of the Agreement or any part of it and at the option of the Controlling Party, the Processing Party shall promptly return (in the format reasonably requested by the Controlling Party) or delete the Processed Personal Data Processed in relation to the Services and certify in writing that it has done so, save that the Processing Party shall be entitled to retain copies of Personal Data to the extent it is required to do so under applicable laws or regulations provided it shall promptly inform the Controlling Party, in writing, of what Personal Data is to be retained and the reason it must be retained under such applicable laws or regulations.

19.14 The Controlling Party authorises the Processing Party to transfer the Processed Personal Data outside the European Economic Area ("**EEA**") and/or the United Kingdom (as applicable) as required to perform its obligations under this Agreement, including to any countries in which the Processing Party's sub-Processors operate, provided that the Processing Party shall ensure that all such transfers are effected in accordance with Data Protection Laws and by way of a valid data transfer mechanism as may be permitted under Data Protection Laws from time to time.

19.15 The Controlling Party provides a general authorisation to the Processing Party to engage sub-Processors for the Processing of the Processed Personal Data to assist with the performance of this Agreement provided that the Processing Party shall :

(a) ensure that it has a written contract with any such sub-Processor that contains terms for the protection of the Processed Personal Data which are no less protective than the terms set out in this Agreement;

(b) remain liable to the Controlling Party for the performance of the sub-Processor's obligations under Data Protection Laws or any acts or omissions of such sub-Processor; and

(c) give the Controlling Party reasonable prior notice of any intended changes concerning the addition or the replacement of any such sub-Processors. The Controlling Party may object in its reasonable discretion to the proposed change of any sub-Processor, and where it does so object, then the matter will be treated as a Dispute in accordance with Clause 33.

20. THIRD PARTY CLAIMS

Notice of Third Party Claims

20.1 A party that receives (or whose Group receives) notice of a Third Party Claim (or is or becomes aware of facts likely to give rise to a Third Party Claim) shall promptly (and in any event within five (5) Business Days) give notice to each other party of the Third Party Claim.

Pre-Coty Claims

20.2 Following the Separation Effective Time, the Company shall give the Seller (or the Seller may give the Company) written notice of any claim or potential claim relating exclusively to the conduct of the DivestCo Business on or before 1 October 2016 (including a Tax Contest relating to a tax period beginning on or before October 1, 2016, and ending after October 1, 2016) (a claim so notified being a "**Pre-Coty Claim**") promptly (and in any event within ten (10) Business Days) of becoming aware of the claim or potential claim (including any Tax Contest) (the "**Pre-Coty Claim Notice**"). The Company (or the Seller, where applicable) shall provide such information as is reasonably requested by the Seller (or the Company, where applicable) in connection with any Pre-Coty Claim Notice promptly and in any event within five (5) Business Days of any such request.

20.3 The Seller may, by written notice to the Company within twenty (20) Business Days of receipt of a Pre-Coty Claim Notice, take (or designate its duly appointed advisors or other persons to take) conduct of the relevant Pre-Coty Claim, with the effect that such Pre-Coty Claim shall become an Active Claim in respect of which the Conducting Party is the Seller and the Indemnified Party is a member of the Purchaser's Group.

Conduct of Active Claims

20.4 In respect of each Active Claim, the Conducting Party shall (or shall cause any designee that takes conduct of the Active Claim pursuant to Clause 20.3 to):

(a) retain sole and exclusive conduct of such Active Claim and all discussions and negotiations of whatsoever nature arising in connection therewith; and

(b) keep the other parties reasonably informed of any material developments in relation to the Active Claim to the extent any of those parties' Group members are involved in the Active Claim.

20.5 Following the Separation Effective Time, in respect of each Active Claim, the Indemnified Party shall, and shall procure that each member of its Group shall, promptly (and within fifteen (15) Business Days) following receipt pay over to the Conducting Party all monetary damages, awards, compensation and benefits, received by any member of its Group in connection with the Active Claim (including its settlement, compromise, judgment or discharge), provided that the Indemnified Party shall have the right to offset any amounts due to it in connection with such Active Claim pursuant to Clauses 2.17 (where the Indemnified Party is a member of the Purchaser's Group), 2.18 (where the Indemnified Party is a member of the Seller's Group) or 20.10 against its obligation to pay such amount. To the extent possible, the Indemnified Party shall procure that any of its Group members that is expected to receive proceeds to which the foregoing would apply, provides such directions and instructions to the paying party as are necessary to procure that all such amounts are paid directly to the Conducting Party.

20.6 An Indemnified Party in respect of an Active Claim shall not, and shall procure that no member of its Group shall, settle, compromise or discharge the Active Claim without prior written consent of the Conducting Party (which consent may be withheld in the Conducting Party's sole discretion) or enforce against a person the rights of any member of the Indemnified Party's Group in relation to the matter, other than in accordance with Clauses 20.7 to 20.10 (inclusive). Without prejudice to any other provisions of this Clause 20, the Conducting Party (or any other relevant member of its Group) may agree to settle, and settle, the Active Claim on such terms as it may, in its sole discretion, determine.

20.7 Subject to the Conducting Party complying with Clause 20.10, an Indemnified Party in respect of an Active Claim agrees to take such steps and procure that each of its Group members take such steps as are permitted by any applicable laws or regulations to delegate conduct of the Active Claim to the Conducting Party (or such other member of the Conducting Party's Group as the Conducting Party may nominate or any designee that takes conduct of that Active Claim pursuant to Clause 20.3) as may be requested by the Conducting Party.

20.8 Subject to the Conducting Party complying with Clause 20.10, the Conducting Party in respect of an Active Claim shall be entitled to request in writing that the Indemnified Party or any of its Group members, at the expense of the Conducting Party, takes all such steps or proceedings (including as to the selection and retention of legal representation) the Conducting Party may consider necessary or desirable in connection with the Active Claim.

20.9 Subject to the Conducting Party complying with Clause 20.10, the Indemnified Party shall act or shall procure that the relevant member of its Group shall act in accordance with any written requests made by the Conducting Party pursuant to Clause 20.8 in respect of the relevant Active Claim, including, without limitation, signing, or procuring any relevant Group member to sign any such documents as the Conducting Party may consider necessary or desirable to settle, compromise or discharge the Active Claim on such terms as the Conducting Party may, in its sole discretion, determine.

20.10 The Conducting Party in respect of an Active Claim shall:

(a) promptly pay and discharge all Liabilities incurred by the Indemnified Party's Group in relation to its actions taken in compliance with this Clause 20 and all reasonably and properly incurred and documented third party costs and expenses, including those of its legal advisers, incurred after the Separation Effective Time in respect of the Active Claim;

(b) indemnify the Indemnified Party and its Group against Losses that may be incurred by the Indemnified Party's Group in relation to its actions taken in compliance with this Clause 20 and for all reasonably and properly incurred and documented third party costs and expenses, including those of its legal advisers, incurred after the Separation Effective Time in respect of the Active Claim; and

(c) in the case of a Pre-Coty Claim in respect of which the Seller has taken conduct pursuant to Clause 20.3, indemnify the Indemnified Party and its Group against Losses that may be arising from such Pre-Coty Claim.

20.11 Where a Conducting Party is liable to make any payment under Clause 20.10 which gives rise to a payment of, in respect of or on account of Tax by a member of the Indemnified Party's Group, the Conducting Party shall make such payment of Tax by the later of (i) the date falling seven (7) days after the Indemnified Party has served a notice on the Conducting Party demanding that payment and (ii) the date falling ten (10) Business Days before the last day on which a payment of, in respect of or on account of Tax may be made by the relevant member of the Indemnified Party's Group without incurring any liability to interest, a fine, surcharge and/or penalty arising in respect thereof.

20.12 The Indemnified Party in respect of an Active Claim shall, and shall procure that its Group members shall:

(a) allow the Conducting Party and its Representatives access (including the right to take copies at the Conducting Party's expense) to their Books and Records, and such other information, assistance and access to records, employees and officers of them, as the Conducting Party reasonably requires for the purposes of or in connection with conducting the Active Claim; and

(b) keep the Conducting Party fully informed of the progress of, and all matters and developments in relation to, the Active Claim and provide the Conducting Party with copies of all information and correspondence (including court process) relating to the Active Claim promptly upon receipt (and in any event within two (2) Business Days of receipt).

21. ONGOING MATTERS

Future Trading and Trade Enquiries

21.1 The Seller shall, as soon as reasonably practicable, refer to the Company all correspondence and enquiries relating to the DivestCo Business received by any Seller's Group member (or any of their respective employees, directors, officers, agents or representatives) after the Separation Effective Time.

21.2 The Company shall, as soon as reasonably practicable, refer to the Seller all correspondence and enquiries relating to the RemainCo Business received by any DivestCo Group member (or any of their respective employees, directors, officers, agents or representatives) after the Separation Effective Time.

Transitional and Long Term Manufacturing

21.3 The parties agree that the LTA Term Sheet reflects the agreed position of the parties with respect to the proposed contract manufacturing agreement in relation to the Sanford site. The parties further agree to negotiate and agree in good faith definitive documentation giving effect to the terms of the LTA Term Sheet as soon as reasonably practicable (and in any event on or before 13 November 2020) ("**Manufacturing Agreement**"). The Seller and the Company shall procure that their respective Group members enter into the Manufacturing Agreement on or before the Separation Effective Time.

Hünfeld Receivable

21.4 If, on or after the Separation Effective Time, the DivestCo Group receives any payment in respect of the Hünfeld Receivable, the Company shall (or shall procure that the relevant DivestCo Group member shall) promptly, and in any event within ten (10) Business Days of receiving such payment, make payment of such amount to the Seller (or such person nominated by the Seller in writing).

22. SELLER PARENT GUARANTEE

22.1 The Seller Parent as primary obligor (and not as a surety) unconditionally and irrevocably:

(a) guarantees by way of continuing guarantee to the Purchaser the due and punctual performance by:

(i) the Seller of its obligations under or pursuant to this Agreement; and

(ii) the Company of its obligations prior to the Separation Effective Time under or pursuant to this Agreement;

(b) agrees that if the Seller fails to make any payment when it is due under or pursuant to this Agreement, the Seller Parent shall on demand pay (or procure the payment of) that amount to the Purchaser.

22.2 Each payment to be made by the Seller Parent under this Clause 22 shall be made in the currency in which the relevant amount is payable by the Seller, and shall be made in full without any set-off, restriction, condition or counterclaim.

22.3 The Seller Parent's obligations under this Clause 22 shall not be affected by:

(a) the dissolution, amalgamation, reconstruction or insolvency (including any inability to pay debts) of, or any creditors' voluntary arrangement in respect of, the Seller or the Company; or

(b) any disability, incapacity, or other impediment to the Seller's or the Company's capacity to contract or perform.

22.4 The Seller Parent's obligations under this Clause 22 shall not be affected by any matter or thing which, but for this provision, might operate to affect or prejudice those obligations, including without limitation:

(a) any time, waiver, consent or indulgence granted to, or composition with, the Seller, the Company or any other person;

(b) the taking, variation, renewal or release of, or neglect to perfect or enforce this Agreement or any right, guarantee, remedy or security from or against the Seller, the Company or any other person; or

(c) any unenforceability or invalidity of any obligation of the Seller, the Company so that this Clause 22 shall be construed as if there were no such unenforceability or invalidity,

provided that, nothing in this Clause 22.4 shall give rise to the Seller Parent's obligations under this Clause 22 extending beyond the Seller's obligations under this Agreement (as affected by any such matter or thing).

23. GOVERNANCE

Establishment of the Separation Committee

23.1 The parties hereby establish a separation committee (the "**Separation Committee**") for the purposes of coordinating, monitoring, directing and resolving issues arising in respect of the Separation, including by:

(a) finalising the precise details of the Separation and the Separation Materials;

(b) performing its express obligations under this Agreement;

(c) monitoring each party's progress in fulfilling milestones and performing its obligations in relation to the Separation;

(d) identifying and agreeing measures to address recurring or material problems with the implementation of the Separation;

(e) overseeing the timetable of the Separation;

(f) finalising the Transitional Services Agreements and Manufacturing Agreements;

(g) discussing the initial business plan, annual budget and future business planning, including in respect of value preservation and underperforming parts of the DivestCo Business, to be implemented after Completion (or if applicable to Delayed Transfer Time); and

(h) resolving any disputes referred to it pursuant to this Agreement.

Composition of the Separation Committee

23.2 The Separation Committee shall initially comprise one representative of the Seller and one representative of the Purchaser, as follows:

(a) Seller representative: Laurent Mercier; and

(b) Purchaser representative: Justin Lewis-Oakes.

23.3 The Seller may replace its representative on the Separation Committee from time to time by notice to the Purchaser's representative on the Separation Committee.

23.4 The Purchaser may replace its representative on the Separation Committee from time to time by notice to the Seller's representative on the Separation Committee.

23.5 The Separation Committee shall appoint a Committee Member to chair the Separation Committee (the "**Chair**"), who shall be responsible for convening all meetings of the Separation Committee.

23.6 The Purchaser may appoint up to two observers to attend and participate in any meetings of the Separation Committee.

23.7 The Seller may appoint up to two observers to attend and participate in any meetings of the Separation Committee.

Meetings of the Separation Committee

23.8 The parties shall procure that the Separation Committee meets, at a minimum:

(a) every week during the period from the Original Agreement Date until the Separation Effective Time;

(b) thereafter, every two (2) weeks during the first three (3) months following the Separation Effective Time;

(c) thereafter, on a monthly basis, for the TSA Period; and

(d) thereafter, on an as-required basis,

or as otherwise determined by the Separation Committee.

23.9 Meetings of the Separation Committee may take place in person or by any electronic means that allows for each member to participate simultaneously (including telephone or video conference).

Decisions of the Separation Committee

23.10 All decisions, approvals and other actions of the Separation Committee shall be valid only if made by unanimous agreement (in writing) of the Purchaser and the Seller. Each party's Separation Committee representative shall have authority to act on behalf of that party and bind it contractually in respect of all matters relating to this Agreement, including for the purpose of making any decision of the Separation Committee. Each party shall (and shall procure that its direct and/or indirect subsidiaries from time to time shall) use its reasonable best endeavours to implement and/or give effect to any decisions made or approvals given by the Separation Committee, whether before, on or after the date of this Agreement.

23.11 The Separation Committee shall take into account the principles set out in the Separation Blueprint (as updated and finalised by the Separation Committee) in good faith in exercising its powers under this Agreement, or otherwise making any decision or taking any action.

23.12 For the avoidance of doubt, nothing in this Agreement shall permit the Separation Committee or the Purchaser and its Group any rights to direct or influence prior to completion the operations of the DivestCo Business or any of the businesses that comprise or will comprise the DivestCo Business.

Separation Committee Escalation Procedure

23.13 In the event the Separation Committee is unable to reach unanimous agreement on a matter as required by Clause 23.10 within ten (10) Business Days of the relevant matter being first considered by the Separation Committee, the matter will be treated as a "Dispute" for the purposes of Clause 33.2 and will be progressed via the Escalation Procedure set out therein, commencing at "level two".

Sub-Committees

23.14 The Separation Committee may form sub-committees comprised of Committee Members or any other persons ("**Sub-Committees**") and delegate such authorities to those Sub-Committees as it determines, provided that each Sub-Committee comprises at least one member that is designated as a Seller representative, one member that is designated as a Purchaser representative and one member that is designated as a Company representative. The provisions of Clauses 23.5 to 23.11 shall apply to Sub-Committees as though each reference to the "**Separation Committee**" therein were to the Sub-Committee.

23.15 The Separation Committee may dissolve any Sub-Committee, or revoke any authorities delegated to any Sub-Committee, and shall give written notice to the members of such Sub-Committee upon so doing.

24. SEPARATION COOPERATION

24.1 On and from the Original Agreement Date until the end of the TSA Period, to the extent permitted by applicable laws or regulation, the Seller shall, if requested by the Purchaser, provide the Purchaser (and its Representatives) with access to all information (including the Seller's Group's Books and Records) and personnel of the Seller's Group that is reasonably required by the Purchaser for the purposes of considering and implementing the Separation and for future business planning, including making any decisions contemplated under this Agreement (including via its participation on the Separation Committee).

24.2 The parties agree that, if requested by the Purchaser, to the extent permitted by applicable laws or regulations:

(a) the Purchaser may discuss the drafts of any of the Transaction Documents that are to be entered into after the Original Agreement Date with the management team (including any proposed management team members) of the DivestCo Group ("**Management Team**"); and

(b) if requested by the Purchaser, the Management Team shall be permitted to review and comment on any of the Transaction Documents that are to be entered into after the Original Agreement Date and the Separation Committee shall take into account any such comments (acting in good faith and reasonably) prior to finalising such documentation.

25. SEPARATION AGREEMENT PREVAILS

25.1 The parties agree that, in the event of any discrepancy or inconsistency, the terms of this Separation Agreement shall prevail over the terms of any Local Implementation Agreement or Transitional Services Agreement or any document entered into pursuant to any of them. In furtherance of the foregoing:

(a) so far as permissible under applicable laws or regulations, the Seller shall (and shall procure that each Seller's Group member shall), and the Purchaser shall (and shall procure that each Purchaser's Group member shall), procure that the provisions of the relevant Local Implementation Agreement are amended to the extent necessary to (a) remove any such discrepancy or inconsistency or (b) give effect to the terms of this Agreement; and

(b) to the extent such amendment is not permissible under applicable laws or regulations, the Seller shall indemnify the Purchaser against any Losses suffered by the Purchaser's Group, and the Purchaser shall indemnify the Seller against any Losses suffered by the Seller's Group, in each case through or arising from such discrepancy or inconsistency.

25.2 The Seller shall not, and shall procure that no RemainCo Group member shall, bring any claim against the Purchaser or any member of the Purchaser's Group, or the Company or any member of the DivestCo Group, in respect of or based upon the Local Implementation Agreements (or any document entered into pursuant to a Local Implementation Agreement), save to the extent necessary to implement any transfer of the relevant shares, Business, Assets or Liabilities in accordance with this Agreement.

25.3 The Purchaser shall not, and shall procure that no Purchaser's Group member shall, bring any claim against the Seller or any member of the Seller's Group in respect of or based upon the Local Implementation Agreements (or any document entered into pursuant to a Local Implementation Agreement), save to the extent necessary to implement any transfer of the relevant shares, Business, Assets or Liabilities in accordance with this Agreement.

25.4 The parties agree that the express terms of this Separation Agreement shall prevail over the terms of the Separation Materials (as at the Original Agreement Date) to the extent of any inconsistency or discrepancy.

25.5 The parties agree that, in the event of any discrepancy or inconsistency, the terms of this Separation Agreement shall prevail over the terms of any document or side letter relating to accounting treatment entered into pursuant to this Separation Agreement.

26. TERMINATION

If the SPA is terminated in accordance with its terms, all obligations of the parties shall end (except for the Continuing Provisions) but all rights and liabilities of the parties which have accrued before termination shall continue to exist. Save for this Clause 26, there are no other circumstances in which this Agreement may be terminated.

27. WARRANTIES

Each party warrants, on the Original Agreement Date, as at the Separation Effective Time and as at each Delayed Transfer Time in respect of a relevant Forward Carve-Out to the other that:

(a) it is a company validly existing and duly incorporated under the laws of its jurisdiction of incorporation;

(b) it has the requisite legal right, power and authority to execute, deliver, and perform its obligations under, this Agreement;

(c) it is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to effect any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them;

(d) it is acting as principal and not as agent or broker for any other person; and

this Agreement constitutes its binding obligations in accordance with its terms.

28. LIMITATION OF LIABILITY

28.1 Subject to Clause 28.2 but otherwise notwithstanding any other provision of this Agreement:

(a) no party shall have any liability under or in connection with this Agreement, whether in contract (including under any indemnity), in tort (including negligence), under a warranty or representation, under statute or otherwise, for any indirect or consequential losses suffered or incurred by another party;

(b) no party may recover for a breach of or under a Transaction Document (including the Local Implementation Agreements and any documents entered into pursuant to them) or otherwise more than once in respect of the same Losses suffered (or part of such Losses) with the intent that there will be no double counting for breach of or under such documents or otherwise (for the avoidance of doubt, taking into account any amount fully provided for in the Completion Accounts and inlcuding in respect of any DivestCo Excluded Liability referred to in paragraph 1.1(j) of Schedule 1);

(c) to the extent that, absent this Clause 28.1(c), the Purchaser would have a claim for damages under this Agreement or a Local Implementation Agreement that (i) would constitute a Claim as that term is defined in the SPA if made under the SPA; and (ii) would be subject to any limitations, qualifications, caps or restrictions set out in the SPA, then, it being acknowledged that such limitations, qualifications, caps and restrictions are intended to apply in respect of such claims whether under the SPA, the Agreement or a Local Implementation Agreement, the same applicable limitations, qualifications, caps or restrictions applicable to such claim under the SPA shall also apply to the making of that claim under this Agreement as though they were a single set of limitations, qualifications, caps and restrictions applying to such claims, provided that, nothing in this clause shall prejudice any claim under this Agreement or a Local Implementation Agreement in relation to the apportionment and allocation of assets and liabilities as between the DivestCo Group and the RemainCo Group, the indemnities set out in this Agreement or a Local Implementation Agreement or the Purchaser's right to seek specific performance for a breach of this Agreement or a Local Implementation Agreement;

(d) the aggregate liability of the Seller (and other members of the Seller's Group) in respect of all Claims (as that term is defined in the SPA) and any breach of or under any Relevant Transaction Document (as that term is defined in the SPA) for which the Seller (or any other member of the Seller's Group) is liable (including all legal and other professional fees and expenses payable by the Seller (and other members of the Seller's Group as applicable) in respect of all such Claims and breaches) shall not exceed an amount equal to the Aggregate Amount (as that term is defined in the SPA) received by the Seller;

(e) the aggregate liability of the Purchaser (and other members of the Purchaser's Group) in respect of all Claims (as that term is defined in the SPA) and any breach of or under any Relevant Transaction Document (as that term is defined in the SPA) for which the Purchaser (or any other member of the Purchaser's Group) is liable (including all legal and other professional fees and expenses payable by the Purchaser (and members of the Purchaser's Group as applicable) in respect of all such Claims and breaches) shall not exceed an amount equal to the Aggregate Amount (as that term is defined in the SPA) received by the Seller (which, for the avoidance of doubt, shall be payable by the Purchaser in addition to any amount paid by it in in respect of the Aggregate Amount pursuant to the SPA); and

(f) the aggregate liability of the Company (and other members of the DivestCo Group) in respect of all Claims (as that term is defined in the SPA) and any breach of or under any Relevant Transaction Document (as that term is defined in the SPA) for which the Company (or any other member of the DivestCo Group) is liable (including all legal and other professional fees and expenses payable by the Company (and members of the DivestCo Group as applicable) in respect of all such Claims and breaches) shall not exceed an amount equal to the Aggregate Amount (as that term is defined in the SPA) received by the Seller.

28.2 Nothing in this Agreement (including clause 35) shall limit or exclude the liability of a party for:

(a) any liability for death or personal injury resulting from negligence; or

(b) any liability for fraud or fraudulent misrepresentation, or wilful misconduct;

(c) any other liability to the extent to which it cannot be lawfully excluded.

28.3 The parties shall procure that their respective Group members give full effect to the terms of this Clause 28, including by procuring that none of their respective Group members makes any claims, commences any proceedings or otherwise seeks to enforce any right under a Local Implementation Agreement to the extent doing so would be contrary to the terms of this Clause 28.

28.4 Notwithstanding any other provision in this Agreement, the Seller:

(a) agrees that the Company (and each other member of the DivestCo Group) shall not be liable for any Loss or Liability suffered by the Seller (or any other member of the Seller's Group) as a result, or in connection with, any breach of the Company's obligations under this Agreement to the extent such breach occurred prior to Completion; and

(b) undertakes that it shall not (and shall procure no other member of the DivestCo Group shall) bring any claim against the Company (or any other member of the DivestCo Group) in respect of any alleged breach of any of the Company's obligations under this Agreement in respect of the period prior to the Separation Effective Time.

29. CONFIDENTIALITY

29.1 The parties agree that clause 17 of the SPA (including the relevant exceptions) apply, mutatis mutandis, to each party and any information relating to the DivestCo Business (in the case of the Seller and the RemainCo Group) or the RemainCo Business (in the case of the Purchaser, the Company and the DivestCo Group) and any other information relating to the business, financial or other affairs (including future plans and targets) of such Business, acquired in the course of the Separation or the performance of any Local Implementation Agreement, Transitional Services Agreement or Long Term Agreements.

29.2 In the event of the termination of this Agreement in accordance with its terms, each party shall at its own expense, on request:

(a) return or destroy, or cause to be returned or destroyed, at such party's election, all written data or information referred to in clause 17 of the SPA provided to it and all copies thereof without keeping any copies thereof;

(b) destroy, or cause to be destroyed, all analyses, compilations, notes, studies, memoranda or other documents prepared by it to the extent that the same contain, reflect or derive from any data or information referred to in clause 17 of the SPA; and

(c) so far as it is practicable to do so (but, in any event without prejudice to the obligations of confidentiality contained herein), expunge, or cause to be expunged, any data or information referred to in clause 17 of the SPA relating to each other party from any computer, word processor or other device,

provided that, notwithstanding anything contained in this Clause 29.2, each party shall be permitted to retain any information that it is required to retain:

(d) by law, any governmental or regulatory body (including HM Treasury and the UK Financial Investments Limited), any recognised stock exchange on which its shares or the shares of any member of its Group are listed or any judicial process; or

(e) pursuant to a bona fide internal compliance policy.

30. COSTS AND EXPENSES

30.1 Except where this Agreement or other Transaction Documents expressly provide otherwise, each party shall pay its own costs and expenses in connection with the evaluation, negotiation, preparation implementation and performance of this Agreement.

31. VALUE ADDED TAX

31.1 Where anything done under this Agreement is a supply for VAT purposes and VAT is or becomes chargeable on that supply for which the maker of the supply ("**Maker**") is liable to account to the relevant Taxation Authority, then:

(a) the Maker shall provide a valid VAT invoice to the recipient of the supply ("**Recipient**"); and

(b) the Recipient shall promptly upon the receipt of such invoice pay, in addition to any other amount payable as consideration for that supply, the Maker an amount equal to the VAT chargeable on that supply.

31.2 Where a party is required by the terms of this Agreement to reimburse or indemnify another person for any costs or expenses, that party shall reimburse or indemnify the other person for the full amount of such costs or expenses, including any part thereof that comprises VAT, except to the extent that the other person (or a member of that other person's group for VAT purposes) is entitled to recover such VAT (whether by credit, repayment or otherwise).

32. PAYMENTS

32.1 If a party defaults in the payment when due of any sum payable under this Agreement, its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgement) at a rate per annum of two per cent (2%) above the base rate from time to time of JPMorgan Chase & Co. Such interest shall accrue from day to day.

32.2 Any payments pursuant to this Agreement shall be made in full, without any set off, counterclaim and without any deduction or withholding (save as expressly set out in this Agreement, as may be required by law, or as otherwise agreed).

32.3 If any Party is required by law to make a deduction or withholding from any payment made pursuant to this Agreement under an indemnity or to reimburse another Party, or if any such payment made pursuant to this Agreement under an indemnity or to reimburse another Party is subject to Tax in the hands of the payee (ignoring for these purposes the availability of any Relief), the payor shall pay an additional amount ("**Gross up Amount**") as shall, after the making of such deduction or withholding or after such Tax, leave the payee with the same amount as it would have received had no deduction or withholding been made or had the payment not been subject to Tax.

32.4 Where a payor has made an increased payment under Clause 32.3 in respect of a deduction or withholding and the payee subsequently Actually Realises a Relief in respect of the amount withheld or deducted, the payee shall account to payor for such portion of any such Relief as does not exceed the Gross up Amount and as shall leave the payee in no better or worse position than if no such deduction or withholding had been required to be made.

33. DISPUTE RESOLUTION

33.1 Any question, dispute or difference which may arise concerning the construction, meaning, effect or operation of this agreement or any matter arising out of or in connection with this agreement (a "**Dispute**") shall in the first instance be referred to the Escalation Procedure (as defined below).

33.2 The parties will attempt to resolve any Dispute using the following procedure (the "**Escalation Procedure**"):

(a) either party may refer a Dispute to "level one" of this Escalation Procedure, which shall require the Separation Committee to seek to resolve the matter in good faith;

(b) if the Separation Committee is unable to resolve the Dispute within five (5) Business Days of the Dispute being referred to "level one", then the Dispute will be referred to Pierre-Andrè Terisse (who shall act as representative of the Seller) and Tim Franks (who shall act as representative of the Purchaser) to seek to resolve the matter in good faith; and

(c) if Pierre-Andrè Terisse and Tim Franks are unable to resolve the Dispute within ten (10) Business Days of the Dispute being referred to "level two", then the Dispute will be referred to Peter Harf (who shall act as representative of the Seller) and Johannes Huth (who shall act as representative of the Company and Purchaser) to seek to resolve the matter in good faith.

33.3 The relevant individuals or bodies in the Escalation Procedure, as at the Commencement Date, are as follows:

Level	Seller	Company and Purchaser
Level one	Separation Committee	
Level two	Pierre-Andrè Terisse	Tim Franks
Level three	Peter Harf	Johannes Huth
Level four	Arbitration	

33.4 For the avoidance of doubt, the dispute resolution bodies at "level two", "level three" and "level four" each shall have the power to determine a Dispute or other decision of the Separation Committee which is referred via the Escalation Procedure as if the Separation Committee had itself made such determination.

33.5 No party will initiate any proceedings in any arbitral tribunal in respect of any Dispute until the Escalation Procedure has been completed or within twenty (20) Business Days of the Dispute first being referred under the Escalation Procedure, whichever is the sooner. Thereafter, either party may file proceedings in respect of any unresolved Dispute in accordance with Clause 45.

33.6 Pending resolution or determination of any Dispute, the parties agree that the performance of the Agreement shall not be suspended, ceased or delayed, and each party shall comply fully with its obligations under this Agreement at all times, unless otherwise agreed by both parties in writing.

33.7 Nothing contained in this Clause 33 shall prevent a party from seeking interim, conservatory or emergency relief from a court of competent jurisdiction, emergency arbitrator or arbitral tribunal.

34. ASSIGNMENT

34.1 Except as otherwise expressly provided for in this Agreement no party may assign, transfer, create an Encumbrance, declare a trust of or otherwise dispose of all or any part of its rights, benefits or obligations under this Agreement, save that:

(a) the Seller may assign (in whole or in part), with the prior written consent of the Purchaser, the benefit of this Agreement to any member of the Seller's Group provided that if such assignee ceases to be a member of the Seller's Group all benefits relating to this Agreement assigned to such assignee shall be deemed automatically by that fact to be re-assigned to the Seller immediately before such cessation;

(b) the Purchaser may assign (in whole or in part) the benefit of this Agreement to any other member of the Purchaser's Group provided that if such assignee ceases to be a member of the Purchaser's Group all benefits relating to this Agreement assigned to such assignee shall be deemed automatically by that fact to be re-assigned to the Purchaser immediately before such cessation; and

(c) the Purchaser or any member of the Purchaser's Group may charge, assign and/or otherwise grant any security interest over the benefit of this Agreement and/or any of its right under this Agreement to any bank or financial institution or other person by way of security for the purposes of or in connection with the financing or refinancing (whether in whole or in part) by the Purchaser of the acquisition of the Sale Securities (as that term is defined in the SPA),

provided that:

(d) any such assignee shall not be entitled to receive under this Agreement any greater amount than that to which the assignor would have been entitled and neither the Purchaser nor the Seller, as applicable, shall be under any greater obligation or liability than if such assignment had never occurred;

(e) notwithstanding any assignment of a party's benefit under this Agreement (whether in whole or in part), the relevant party shall still be liable to perform, discharge and satisfy its obligations and liabilities under this Agreement; and

(f) such assignor also assigns the corresponding rights, benefits and obligations under the SPA to the same assignee with effect from, and on the same terms as, the assignment of the relevant rights, benefits and obligations under this Agreement.

35. ENTIRE AGREEMENT

35.1 This Agreement together with any other documents referred to in it, amends and restates in its entirety the Original Agreement among the parties (or their predecessors in interest) dated the Original Agreement Date, and constitutes the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Agreement (including, for the avoidance of doubt, the Original Agreement), but without prejudice to any prior breaches of the Original Agreement.

35.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly set out in a Transaction Document.

35.3 A party's only right or remedy in relation to any provision of this Agreement shall be for breach of contract and no party shall have any right or remedy in respect of misrepresentation (whether negligent or innocent and whether made prior to and/or in this Agreement).

36. FURTHER ASSURANCE

Each of the parties undertakes to take all reasonable steps within their powers as the other party may from time to time reasonably require in order to secure to the other party the full benefit of this Agreement.

37. RELATIONSHIP BETWEEN THE PARTIES

37.1 The parties agree that their relationship is one of independent contractors.

37.2 Nothing in this Agreement and no action taken by the parties or either of them under this Agreement shall constitute a partnership, association, trust, joint venture or other co-operative entity between any of the parties.

37.3 Save to the extent to which a party is specifically authorised in writing in advance by the other party, no party is authorised or empowered to act as agent for the other party for any purpose or to enter into any agreement or commitment or give any warranty or representation on behalf of the other party. No party will be bound by the acts or conduct of the other party save for acts or conduct which the first party specifically authorises in writing in advance.

38. BUSINESS CONTRACT TERMS (ASSIGNMENT OF RECEIVABLES) REGULATIONS 2018

38.1 This Agreement is a contract within the meaning of Regulation 4(i) of the Business Contract Terms (Assignment of Receivables) Regulations 2018 and, accordingly, Regulation 2 of those Regulations does not apply to it.

39. VARIATION

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the parties.

40. WAIVER

40.1 No waiver of any right under this Agreement shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

40.2 No delay or omission by any party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.

40.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

41. INVALIDITY

41.1 If any provision in this Agreement is held to be or becomes illegal, invalid or unenforceable, in whole or in part, under the law of any jurisdiction the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

41.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 41.1 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed severed from this Agreement. The remaining provisions will, subject to any deletion or modification made under Clause 41.1, not be affected, remain in full force in that jurisdiction and all provisions shall continue in full force in any other jurisdiction.

42. THIRD PARTY RIGHTS AND NO RECOURSE

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

42.2 Notwithstanding the creation of third party rights, the parties may vary or amend this agreement or terminate it in accordance with its terms without the consent of any third party.

42.3 Notwithstanding anything that may be expressed or implied in this Agreement, each Party and each third party beneficiary hereof, covenants, agrees and acknowledges that no person other than a Party shall have any obligation hereunder and that no recourse hereunder will be had against a Party's Affiliates, or any current or future employee, director, agent, officer, representative, member, partner or adviser of such Party or its Affiliates or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by a Party's Affiliates, or any current or future employee, director, agent, officer, representative, member, partner or adviser of such Party or its Affiliates or assignee thereof, for any obligations of such Party under this Agreement or for any claim based on, in respect of or by reason of such obligations or their creation.

43. NOTICES

43.1 Any notice or other communication to be given under or in connection with this Agreement ("**Notice**") shall be in the English language in writing and signed by or on behalf of the party giving it. A Notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address or email address provided in Clause 43.3, and marked for the attention of the person specified in that Clause.

43.2 A Notice shall be deemed to have been received:

(a) at the time of delivery if delivered personally or by courier;

(b) at the time of sending if sent by email; provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipients;

(c) 9.00 a.m. two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery; or

(d) 9.00 a.m. three (3) Business Days after the time and date of posting if sent by international courier,

provided that if deemed receipt of any Notice occurs after 18.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 43.2 are to local time in the country of the addressee.

43.3 The addresses and emails for service of Notice are:

SELLER PARENT

Name:	Coty Inc.
Address:	350 Fifth Avenue, New York, NY 10118
For the attention of	Thomas E. Wright, Jr., Senior Vice President, Strategic Corporate Transactions
Email:	Thomas_Wrightjr@cotyinc.com

with a copy (which shall not itself constitute Notice) to Paul Schnell, paul.schnell@skadden.com and Richard Youle, richard.youle@skadden.com, Skadden Arps Slate Meagher & Flom (UK) LLP, 40 Bank Street, London E14 5DS

SELLER

Name:	Coty International, B.V.
Address:	Buitenveldertselaan 3, 1082 VA Amsterdam, the Netherlands
For the attention of	Thomas E. Wright, Jr., Senior Vice President, Strategic Corporate Transactions
Email:	Thomas_Wrightjr@cotyinc.com

with a copy (which shall not itself constitute Notice) to Paul Schnell, paul.schnell@skadden.com and Richard Youle, richard.youle@skadden.com, Skadden Arps Slate Meagher & Flom (UK) LLP, 40 Bank Street, London E14 5DS

COMPANY

Name:	Waves UK DivestCo Limited
Address:	C/O Coty UK, 5 St George's Road, Wimbledon, London, United Kingdom, SW19 4DR
For the attention of	Herminie Simonetta
Email:	herminie_simonetta@cotyinc.com

PURCHASER

Name:	Rainbow UK Bidco Limited
Address:	11th Floor, 200 Aldersgate Street, London EC1A 4HD
For the attention of	Justin Lewis-Oakes
Email:	Justin.Lewis-Oakes@kkr.com

with a copy (which shall not itself constitute Notice) to Clare Gaskell, CGaskell@stblaw.com, Simpson Thacher & Bartlett LLP, Citypoint, One Ropemaker Street, London EC2Y 9HU.

43.4 A party shall notify the other party of any change to its details in Clause 43.3 in accordance with the provisions of this Clause 43.4 provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

44. COUNTERPARTS

This Agreement may be and shall be effective when each party has executed a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

45. GOVERNING LAW AND ARBITRATION

45.1 This Agreement (and any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with English law.

45.2 Subject to Clause 33, all disputes arising out of or in connection with this Agreement or the SPA (which incorporates this same arbitration agreement by repetition in full, excluding in respect of any dispute in respect of the Completion Accounts) shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration ("**LCIA**") by three arbitrators. The claimant(s) shall nominate one arbitrator to be approved by the LCIA Court in accordance with the LCIA Rules. The respondent(s) shall nominate one arbitrator to be approved by the LCIA in accordance with the LCIA Rules. The third arbitrator, who shall act as the chairman of the tribunal, shall be nominated by agreement of the two party-appointed arbitrators, reached in consultation with the parties, within twenty (20) days of the confirmation of the appointment of the second arbitrator, or in default of such agreement, appointed by the LCIA Court. In the event that any party fails to nominate an arbitrator in accordance with the foregoing, then the LCIA Court shall nominate an arbitrator on behalf of the party that has failed to nominate an arbitrator. The place of arbitration shall be London, England. The language of the arbitration shall be English.

45.3 If for any reason more than one arbitration is commenced pursuant to this arbitration agreement, such separate arbitration proceedings may be consolidated into a single proceeding before one Tribunal appointed in accordance with this arbitration agreement, where no significant prejudice would result, as determined in the sole discretion of the Tribunal first appointed in any such several proceedings. This clause is expressly intended to afford the Tribunal so appointed with greater flexibility and discretion to consolidate related arbitration claims and proceedings, so that related claims and proceedings may be combined within a single proceeding, than is otherwise afforded under the LCIA Rules. For the avoidance of doubt, each party expressly acknowledges that the fact that the first in time arbitral tribunal has already been appointed does not constitute significant prejudice for the purpose of this clause.

This Agreement has been entered into by the parties on the date first above written.

SIGNED for and on behalf of
Coty Inc. by

/s/ Thomas Eugene Wright, Jr.
Authorised signatory

Name: Thomas Eugene Wright, Jr.
Title: Senior Vice President, Strategic Transactions

SIGNED for and on behalf of
Coty International Holding B.V. by

/s/ Kristin Blazewicz
Authorised signatory

Name: Kristin Blazewicz
Title: General Counsel

SIGNED for and on behalf of
Waves UK Divestco Limited by

/s/ Thomas Eugene Wright, Jr.
Authorised signatory

Name: Thomas Eugene Wright, Jr.
Title: Director

SIGNED for and on behalf of
Rainbow UK Bidco Limited by

/s/ Justin Lewis-Oakes
Authorised signatory

Name: Justin Lewis-Oakes
Title: Director

Exhibit 2.2

DATED 11 NOVEMBER 2020

Amended and Restated

Sale and Purchase Agreement

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relating to **Waves UK Divestco Limited**

between

COTY INC.

and

COTY INTERNATIONAL B.V.

and

RAINBOW UK BIDCO LIMITED

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THIS AGREEMENT is made on 1 June 2020, as amended and restated on 11 November 2020

BETWEEN:

(1) Coty Inc., a Delaware corporation whose registered office is at 350 Fifth Avenue, New York, NY 10118 (the "**Seller Parent**");

(2) Coty International B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam and its registered office address at Buitenveldertselaan 5, 1082 VA Amsterdam, the Netherlands and is registered with the trade register of the Dutch Chamber of Commerce under number 75592932 (the "**Seller**"); and

(3) Rainbow UK Bidco limited, a company incorporated in England & Wales with registered number 12628284 and whose registered office is at 11th Floor, 200 Aldersgate Street, London EC1A 4HD (the "**Purchaser**").

WHEREAS:

(A) The Seller Parent, Coty International Holding, B.V. (the "**Original Seller**") and the Purchaser entered into the Original SPA on the Original SPA Date. The Original Seller was, at the Original SPA Date, the beneficial owner and registered holder of the Sale Securities.

(B) On or around the date of this Agreement, the Parties and the Original Seller entered into a novation deed ("**Novation Deed**") for the novation of all the rights and obligations of the Original Seller to the Seller from the Effective Date (as defined therein).

(C) The Seller will be, on or before Completion, the beneficial owner and registered holder of the Sale Securities. The Seller has agreed to sell, and the Purchaser has agreed to purchase, all of the Sale Securities, on the terms and subject to the conditions of this Agreement. In addition, the Purchaser has agreed to procure the repayment of certain loan notes at Completion in the amounts set out in the Indebtedness Schedule.

(D) The Purchaser arranged for warranty and indemnity insurance (in the agreed terms) on the Original SPA Date in the name and for the benefit of the Purchaser and, to the extent any loss or liability arises solely as a result of fraud or wilful concealment on the part of the Seller in respect of a breach of the Warranties, Rainbow Capital (in proportion to Rainbow Capital's direct or indirect percentage holding in the entire issued share capital of the Company immediately following Completion).

(E) The Seller Parent will benefit from the execution, delivery and performance of this Agreement and the other Transaction Documents and therefore has agreed to guarantee the performance of the obligations of the Seller under this Agreement.

(F) The Parties intend to proceed to Completion, if possible, by 30 November 2020.

IT IS AGREED:

1. INTERPRETATION

1.1 In this Agreement:

"**Accounts**" means the unaudited, consolidated financial statements of the DivestCo Business, comprising the pro forma balance sheet as at the Accounts Date and the pro forma profit and loss statement for the financial period ended on the Accounts Date;

"**Accounts Date**" means 30 June 2019;

"**Actual Cash**" means the amount of Cash as determined by and specified in the Completion Accounts;

"**Actual Debt**" means the amount of Debt as determined by and specified in the Completion Accounts;

"**Actual Working Capital**" means the aggregate Working Capital as determined by and specified in the Completion Accounts;

"**Additional Management Information**" means the Separation Blueprint and the one-off costs of Separation located at folder 1.3.2.1.5;

"**Affiliate**" of any person means any person who or which, directly or indirectly, controls, or is controlled by, or is under common control with such person from time to time, and "**control**" (together with its correlative meanings, "**controlled by**" and "**under common control with**") means, with respect to any other person, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person (through ownership of voting securities or other ownership interests, by contract or otherwise);

"**Announcement**" means the announcement in the agreed terms relating to the subject matter of this Agreement;

"**Antitrust Laws**" has the meaning given to it in paragraph 12.3 of Schedule 5 (*Seller's Business Warranties*);

"**ABC/Sanctions Warranties**" means the warranties set out in paragraph 12 of Schedule 5 (*Seller's Business Warranties*);

"**ABC/Sanctions Warranty Claim**" means means any claim, proceeding, suit or action against the Seller for breach of the ABC/Sanctions Warranties;

"**Aggregate Amount**" means the aggregate of the Shares Consideration *plus* the Final Principal Amount;

"**Anti-Corruption Laws**" has the meaning given to it in paragraph 12.1 of Schedule 5 (*Seller's Business Warranties*);

"**Anti-Money Laundering Laws**" means applicable anti-money laundering-related laws, regulations, and codes of practice, including without limitation (i) the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same, and (ii) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended;

"**Applicable Accounting Standards**" means generally accepted accounting practice in the US for the accounting period ending on the Accounts Date;

"**Applicable Consultation Processes**" means the consultation processes described in Clause 16.1;

"**Articles**" means the articles of association of the Company as in force from time to time;

"**Australian Treasurer**" means the Treasurer of the Commonwealth of Australia;

"**Base Principal Amount**" has the meaning given to it in Clause 4.2;

"**Bonus Plans**" has the meaning given to it in paragraph 7.5 of Schedule 5 (*Seller's Business Warranties*);

"**Books and Records**" means all books, records, documents and other material (however recorded and in any form, including paper, electronically stored data, magnetic media, film and microfilm) relating to the DivestCo Business;

"**Brazil Business**" has the meaning given to such term in the Separation Agreement;

"**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in London, New York and Amsterdam;

"**Business IPR**" means the Intellectual Property Rights which are used or intended to be used or have been used, in each case exclusively or predominantly in connection with the DivestCo Business;

"**Business Warranty Claim**" means any claim, proceeding, suit or action against the Seller for breach of the Seller's Business Warranties;

"**Carve-Outs**" has the meaning given to such term in the Separation Agreement;

"**Cash**" means, in relation to the DivestCo Group, the aggregate of (in each case at the Completion Accounts Effective Time):

(a) its cash (or cash equivalents) in hand, bank deposits or credited to any account with any banking, financial, acceptance credit, lending or other similar institution or organisation for spending or lending in the ordinary course of business (and any accrued and outstanding interest thereon) in each case as shown by the reconciled cash book of the DivestCo Group;

(b) any corporate income Tax assets in accordance with the Applicable Accounting Standards to the extent a DivestCo Group Company is due to receive an actual repayment of such corporate income Tax from a Taxation Authority under applicable law or there is an offset to reduce the corporate income Tax liability; and

(c) any other items mapped under the heading "Cash" as set out in Part 4 of Schedule 3 (*Completion Accounts*);

but excluding Trapped Cash;

"**Claim**" means any Fundamental Warranty Claim, Seller Recourse Claim, Business Warranty Claim or Tax Covenant Claim;

"**Code**" means the Internal Revenue Code of 1986, as amended;

"**Collective Agreement**" has the meaning given to such term in the Separation Agreement;

"**Companies Act**" means the Companies Act 2006 as amended at any time prior to the Original SPA Date;

"**Company**" means Waves UK Divestco Limited a company incorporated in England & Wales with registered number 12625660 and whose registered office is at c/o Coty UK 5 St George's Rd, Wimbledon, London SW19 4DR;

"**Company Loan Notes**" means the loan notes to be issued to the Purchaser at Completion by the Company and each other DivestCo Group Company which is an issuer under any of the Separation Loan Notes on the terms of the Company Loan Note Instrument, for the purposes of facilitating the repayment by each such DivestCo Group Company of the Separation Loan Notes, in the amounts set out in the Indebtedness Schedule;

"**Company Loan Note Instrument**" means each loan note instrument to be entered into at Completion by the Company and each other DivestCo Group Company which is an issuer under any of the Separation Loan Notes at Completion;

"**Completion**" means the completion of the sale and purchase of the Sale Securities under this Agreement;

"**Completion Accounts**" means the accounts prepared in accordance with Part 1 of Schedule 3 (*Completion Accounts*);

"**Completion Accounts Effective Time**" means immediately after the Separation Completion Accounts Effective Time but immediately prior to Completion;

"**Completion Date**" means the last Business Day of the calendar month in which the Indebtedness Schedule is delivered, unless the Indebtedness Schedule is delivered on a date that is less than fifteen (15) Business Days before the end of such calendar month, in which case, Completion shall occur on the last Business Day of the following calendar month or such other date as the Purchaser and Seller Parent may agree in writing;

"**Completion of the Dutch Consultation**" has the meaning given to such term in Clause 16.1(d);

"**Completion of the French Consultation**" has the meaning given to such term in Clause 16.1(c);

"**Conditions**" means the conditions referred to in Clause 5.1;

"**Confidentiality Undertaking**" means the confidentiality undertaking dated 4 December 2019 between the Seller Parent and Kohlberg Kravis Roberts & Co. Partners LLP, as amended from time to time;

"**Continuing Provisions**" means Clauses 1, 5.3, 13, 17, 19 and 23 to 33;

"**Coty Separation Vendor Loan Notes**" means the notes issued by the Company to the Seller as consideration for the transfer of the DivestCo Business by the Seller to the Company pursuant to the terms of the Separation Agreement;

"**COVID-19**" means the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), the disease known as coronavirus disease 2019 (COVID-19) and/or any other virus or disease developing from or arising as a result of SARS-CoV-2 and/or COVID-19;

"**Counter Covenant Claim**" means any Tax Covenant Claim under paragraph 6 of Schedule 6 (*Tax Covenant*);

"**Credit Agreement**" means the senior multicurrency revolving credit facility and certain senior term loan facilities under the credit agreement between the Seller Parent, Coty B.V., the lenders party thereto from time to time and JP Morgan Chase Bank, N.A., as administrative agent and as collateral agent, dated 5 April 2018 (as amended by that certain Amendment No. 1 to the Credit Agreement, dated 27 June 2019);

"**Cut-Off Time**" means the time the Seller delivers the Draft Completion Accounts to the Purchaser under Part 3 of Schedule 3 (*Completion Accounts*);

"**Data Protection Laws**" means the following legislations to the extent applicable: (i) the GDPR and any national law supplementing the GDPR (such as, in the UK, the Data Protection Act 2018); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (iii) any other data protection or privacy laws, regulations, or regulatory guidance applicable to the processing of personal data (as amended and/or replaced from time to time);

"**Data Room**" means the electronic data room hosted by Merrill containing documents and information relating to the DivestCo Business;

"**Data Room Index**" means the index of the Data Room Information in the agreed terms;

"**Data Room Information**" means the contents of the Data Room as at 4:00pm BST on 28 May 2020 as contained in the File Transfer Protocol made available to the Purchaser and the Insurer by the Seller in accordance with paragraph (h) of Part 1 of Schedule 1 (*Signing Arrangements*);

"**Delayed Transfer Time**" has the meaning given to such term in the Separation Agreement;

"**De Minimis Claim Amount**" has the meaning given to it in Clause 13.1(b)(i);

"**De Minimis Claim**" has the meaning given to it in Clause 13.1(b)(i);

"**Debt**" means the aggregate of the following liabilities in respect of the DivestCo Group (in each case as at the Completion Accounts Effective Time):

(a) all borrowings, and indebtedness in the nature of borrowings owed to any banking, financial, acceptance credit, lending or other similar institution or organisation or other person, whether secured or unsecured (and any accrued and outstanding interest thereon), including any payment obligations with respect to letters of credit, bills, bonds, notes debentures, loan stock or similar instruments;

(b) any obligations under capital leases in accordance with the Applicable Accounting Standards classified as a capital lease;

(c) any obligations for corporate income Tax in accordance with the Applicable Accounting Standards to the extent a DivestCo Group Company is liable to make an actual payment of such corporate income Tax to a Taxation Authority under applicable law. For the avoidance of doubt, such obligations shall also include any Taxes which become payable as a result of any of the steps taken in connection with the Separation Agreement, Separation Materials or any documents entered into thereto;

(d) unfunded obligations for deferred compensation for any officer, director or employee of the DivestCo Group that are required to be accrued for as a pension liability in accordance with ASC 715 as it pertains to single employer plans;

(e) all recourse and non-recourse liabilities and other liabilities (whether conditional or unconditional, present or future) arising from any transactions related to the assignment or securitisation of assets for financing purposes to any third party, including all factoring agreements and similar agreements executed for the purpose of obtaining financing;

(f) the redemption value (asset or liability) of all swaps, options derivatives and other hedging agreements or arrangements (to the extent associated with the DivestCo Business) regardless of whether such redemption has occurred by the Completion Accounts Effective Time;

(g) any obligations in respect of dividends declared and not paid or other distributions payable to anyone other than another DivestCo Group Company or the Purchaser;

(h) any other items mapped under the heading "Debt" as set out in Part 4 of Schedule 3 (*Completion Accounts*);

(i) any obligations in respect of guarantees and other similar instruments to the extent such obligations would be recognised on balance sheet as liabilities under the Applicable Accounting Standards or any such obligations which have been called by the Cut-Off Time,

in each case net of any recoverable VAT and net of any corporate tax deduction which will unwind to a reduction in a cash liability for Tax in the same period as the expense arises, together with all fees, premium, expenses and penalties and outstanding interest accrued thereon at or prior to Completion, and any prepayment premiums or penalties payable in order to retire or extinguish any Debt at its redemption value to the extent paid at Completion, but excluding any unamortised debt issuance costs;

"**Disclosed**" means fairly disclosed in the Disclosure Documents with sufficient details to enable a reasonable purchaser to identify the nature, scope and order of magnitude of the matter disclosed;

"**Disclosure Documents**" means the Sellside Information, the Disclosure Letter and the Data Room Information;

"**Disclosure Letter**" means the letter from the Original Seller to the Purchaser, disclosing certain matters relating to certain of the Original Seller's Business Warranties and the ABC/Sanctions Warranties, and those documents, facts, events, circumstances, matters and information Disclosed in it;

"**DivestCo Automatic Transfer Employees**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Business**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Employees**" means the DivestCo Automatic Transfer Employees, the DivestCo Offer Employees and the DivestCo Continuing Employees, including any such employees hired by the Seller's Group to fill any Open Roles;

"**Divestco Excluded Liabilities**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Continuing Employees**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Group**" means the Company and, following Completion, each DivestCo Transferred Entity and each DivestCo Newco and "**DivestCo Group Company**" and "**member of the DivestCo Group**" shall be construed accordingly;

"**DivestCo Newco**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Offer Employees**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Share Transfers**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Specified Accounts Receivable**" has the meaning given to such term in the Separation Agreement;

"**DivestCo Transferred Entities**" has the meaning given to such term in the Separation Agreement;

"**Domain Names**" has the meaning given to it in paragraph 9.6 of Schedule 5 (*Seller's Business Warranties*);

"**DPO**" has the meaning given to it in paragraph 9.8 of Schedule 5 (*Seller's Business Warranties*);

"**Draft Completion Accounts**" has the meaning given to it in paragraph 1.1, Part 3 of Schedule 3 (*Completion Accounts*);

"**Dutch Acceptance Notice**" means the acceptance notice attached as schedule 2 to the Dutch Offer Letter;

"**Dutch Business**" means the DivestCo Business such as it is conducted in the Netherlands;

"**Dutch Offer Letter**" means the offer letter from the Purchaser to the Seller Parent for the acquisition of the Dutch Business in the agreed terms;

"**EEA Agreement**" means the agreement on the European Economic Area, which entered into force on 1 January 1994;

"**EFTA Member State**" means any of Liechtenstein, Iceland, and Norway;

"**Employee Consultation Information**" means, by country, the information that the Seller Parent reasonably requires for the purposes of the Employee Consultation Process relating to the Purchaser, or the Purchaser's Group (including, if reasonable, the expected consequences for Employees working in the DivestCo Business and the measures envisaged by the Purchaser for dealing with such consequences), and the document 4.2.3.1.6 in the Data Room comprises the Request for Initial Employee Consultation Information;

"**Employee Consultation Process**" means, by country, any notification or provision of information to, and any consultation with, employees of the Seller's Group who might be affected by the Separation or the Transaction, and applicable Employee Representatives or any labor boards and relevant government agencies, whether required by law or pursuant to any Collective Agreement, or otherwise undertaken by the Seller Parent or any member of the Seller's Group regarding or in connection with the Separation or the Transaction and their impact on such employees;

"**Employee Representative**" means any union, works council or other employee representative body;

"**Employment Liabilities**" has the meaning given to such term in the Separation Agreement;

"**Encumbrance**" means any pledge, charge, lien, mortgage, debenture, hypothecation, security interest, pre-emption right, option, claim, equitable right, power of sale, pledge, retention of title, right of first refusal or other third-party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"**Environment**" means all or any of the following media (alone or in combination); air (including the air within buildings and the air within other natural or man-made structures whether above or below ground); water (including water under or within land or in drains or sewers); soil and land and any ecological systems and living organisms supported by any of those media, including man and his property;

"**Environmental Authority**" means any legal person or body of persons (including any government department or government agency or court or tribunal) having jurisdiction to determine any matter arising under Environmental Law and/or relating to Environmental Matters;

"**Environmental Law**" means all statutes, common law, bye-laws, regulations and subordinate legislation, judgments, decisions, notices, orders, circulars and codes of practice issued thereunder (including the laws of the European Union) to the extent that the same are in force concerning:

(a) the pollution or protection of or compensation of damage or harm to, the Environment;

(b) occupational or public health and safety;

(c) emissions, discharges or releases into, or the presence in, the Environment of Hazardous Substances; and

(d) the use, treatment, storage, disposal, transportation or handling of Hazardous Substances;

"**Environmental Matter**" means:

(a) the pollution or protection of, or compensation of damage or harm to, the Environment;

(b) occupational or public health and occupational and process safety;

(c) environmental or health and safety compliance matters including without limitation with regard to the placing on the market of products, chemicals or other substances;

(d) emissions, discharges or releases into, or the presence in the Environment of Hazardous Substances or any nuisance; and

(e) the control, use, treatment, storage, disposal, transportation or handling of Hazardous Substances;

"**Equity Commitment Letter**" means the equity commitment letter dated on or around the Original SPA Date from KKR European Fund V (USD) SCSp and KKR European Fund V (EUR) SCSp addressed to the Purchaser, Rainbow UK Holdco Limited, the Original Seller and the Seller Parent;

"**Estimated Cash**" means the amount of estimated Cash as at the Completion Accounts Effective Time as determined by the Seller in good faith and acting reasonably, and delivered to the Purchaser in the Indebtedness Schedule;

"**Estimated Debt**" means the amount of estimated Debt as at the Completion Accounts Effective Time as determined by the Seller in good faith and acting reasonably, and delivered to the Purchaser in the Indebtedness Schedule;

"**Estimated Inter-Company Loan Amounts**" means any Estimated Inter-Company Loan Payables and any Estimated Inter-Company Loan Receivables, excluding for the avoidance of doubt the Separation Loan Notes;

"**Estimated Inter-Company Loan Payables**" means the estimates of what the Inter-Company Loan Payables owed by any DivestCo Group Company will be at Completion;

"**Estimated Inter-Company Loan Receivables**" means the estimates of what the Inter-Company Loan Receivables owed to any DivestCo Group Company will be at Completion;

"**Estimated Working Capital**" means the amount of estimated Working Capital as at the Effective Time as determined by the Seller in good faith and acting reasonably, and delivered to the Purchaser in the Indebtedness Schedule; "**EU Merger Regulation**" has the meaning given to it in Clause 5.1(a);

"**European Union Member State**" means a member state of the European Union;

"**Exceeding Fundamental Warranty Claim**" has the meaning given to it in Clause 13.1(b)(ii);

"**Exchange Rate**" means in relation to any currency to be converted into or from USD for the purposes of this Agreement for a particular day, unless otherwise expressly stated herein, the rate of exchange as at 06:25 CET as published by Refinitiv/Reuters (as shown on https://hosted.datascope.reuters.com) for that currency into or, as the case may be, from USD on that day;

"**Excluded Tax Covenant Claim**" means any Tax Covenant Claims (i) under paragraph 2.2 and paragraph 3 of Schedule 6 (*Tax Covenant*) and (ii) under paragraph 4 of Schedule 6 (*Tax Covenant*) to the extent that they relate to Claims under paragraph 2.2 and paragraph 3 of Schedule 6 (*Tax Covenant*);

"**Excluded Transacting Asset**" has the meaning given to such term in the Separation Agreement;

"**Existing Debt Facilities**" means the Credit Agreement;

"**Expert**" has the meaning given to it in paragraph 2.1, Part 3 of Schedule 3 (*Completion Accounts*);

"**FATA**" means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

"**File Transfer Protocol**" means the secured electronic file transfer protocol created by Merrill containing the Data Room Information;

"**Final Principal Amount**" has the meaning given to it in Clause 4.3;

"**French Acceptance Notice**" means the acceptance notice attached as schedule 2 to the French Offer Letter;

"**French Business**" means the DivestCo Business (excluding the GHD Business) such as it is conducted in France;

"**French Offer Letter**" means the offer letter from the Purchaser to the Seller Parent for the acquisition of the French Business in the agreed terms;

"**Fundamental Warranty Claim**" means any claim, proceeding, suit or action against the Seller for breach of the Seller's Fundamental Warranties or against the Seller Parent for breach of the Seller Parent's Fundamental Warranties;

"**German Vendor Loan Notes**" means the loan notes issued by German NewCo to the Seller as consideration for the Carve-Outs of the DivestCo Business such as it is conducted in Germany;

"**German NewCo**" means a company incorporated, or to be incorporated, within the Seller's Group (and which shall from Completion form part of the DivestCo Group) in order to acquire the DivestCo Business such as it is conducted in Germany;

"**German Real Estate**" means:

(a) the property located at Wellastrasse 2-4 in 36088 Hünfeld, Germany that is registered in the land register of Hünfeld, local court of Hünfeld, folio 2811 and comprising of parcels 13/18 and 13/30 and all rights and easements as agreed between the parties to be necessary for the existing use of the property;

(b) the property located at Hauptstraße 17/Gewerbestraße 12 in Steinberg that is registered in the land register of Rothenkirchen, local court of Auerbach, folio 289 and comprising of parcel 307/5, folio 427 and comprising of parcels 347/1, 348/1, 349/2, 354a and 632, folio 548 and comprising of parcel 634, folio 594 and comprising of parcel 633/2, folio 655 and comprising of parcel 653, and folio 890 and comprising of parcel 635/1;

(c) the property located at Zeppelinstraße/Rudolf-Diesel-Straße in 64331 Weiterstadt that is registered in the land register of Weiterstadt, local court of Darmstadt, folio 4740 and comprising of plot 4, parcels 37/2, 21/2, 20/11 and 22/3; and

(d) the property located in the bungalow housing estate (*Bungalow-Siedlung*) Seedorf that is registered in the land register of Basedow, local court of Demmin, folio 984 and comprising of plot 11, parcels 44/25, 43/24 and 42/25;

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679;

"**GHD Business**" has the meaning given to such term in the Separation Agreement;

"**Gross up Amount**" has the meaning given to it in Clause 24.2;

"**Hazardous Substances**" means any natural or artificial substance of any nature whatsoever (whether in the form of a solid liquid, gas or vapour alone or in combination with any other substance) which is capable of causing harm or damage to the Environment or to public health or welfare or capable of causing a nuisance, including controlled, special, hazardous, toxic or dangerous wastes or pollutants or is otherwise regulated under Environmental Law;

"**Hünfeld Receivable**" has the meaning given to such term in the Separation Agreement;

"**Indebtedness Schedule**" has the meaning given to it in Clause 6.1;

"**Information Memoranda**" means the information memoranda provided by Credit Suisse to the Purchaser or its Affiliates in respect of the DivestCo Business, each dated 23 January 2020 and contained in folder 1.2.1 of the Data Room;

"**Initial Principal Amount**" has the meaning given to it in Clause 4.2;

"**Inside Date**" means 31 December 2020;

"**Insurance Policies**" has the meaning given to it in paragraph 14.1 of Schedule 5 (*Seller's Business Warranties*);

"**Insurer**" means Liberty Mutual Insurance Europe SE;

"**Intellectual Property Rights**" means trade secrets, trademarks, service marks, rights in trade names, business names, logos or get-up, patents, supplementary protection certificates, rights in inventions, registered and unregistered design rights, copyrights, database rights, image rights and rights to personality, rights in domain names and URLs and social media presence accounts, and all other similar rights in any part of the world (including in confidential information, trade secrets and Know-how), including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

"**Inter-Company Loan Amounts**" means any Inter-Company Loan Payables and any Inter-Company Loan Receivables, excluding for the avoidance of doubt the Separation Loan Notes;

"**Inter-Company Loan Payables**" means, in relation to each DivestCo Group Company, any amounts owed as at Completion by that DivestCo Group Company to any RemainCo Group Company (excluding any trading intercompany balances and Separation Loan Notes), together with accrued interest, if any, up to the Completion Date on the terms of the applicable debt;

"**Inter-Company Loan Receivables**" means, in relation to each DivestCo Group Company, any amounts owed as at Completion to that DivestCo Group Company by any RemainCo Group Company (excluding any trading intercompany balances and Separation Loan Notes), together with accrued interest, if any, up to the Completion Date on the terms of the applicable debt;

"**International Trade Laws**" has the meaning given to it in paragraph 12.2 of Schedule 5 (*Seller's Business Warranties*);

"**IP Cross-Licence**" has the meaning given to such term in the Separation Agreement;

"**IT Systems**" means computers, computer systems, workstations, networks, servers, routers, hubs, circuits, switches, data communications lines, hardware, software, databases and all other equipment and systems (including any outsourced systems and processes) used to process, store, maintain and operate data and functions used in connection with the DivestCo Business, including systems to operate payroll, accounting, billing/receivables, payables, inventory, asset tracking, customer service and human resources functions;

"**JVCo**" means Rainbow JVCo Limited, a private limited company incorporated under the laws of Jersey, having its registered office at 2nd Floor, Sir Walter Raleigh House, 48-50 Esplanade, St. Helier, Jersey JE2 3QB and with registered company number 131574;

"**Key Employees**" means each of Sylvie Moreau, Philippe Georges, Laura Simpson, Peter Coles, German Alonso Boldu, Chris Chesebro, Hugo Kunetz, Phil Roberts, Herminie Simonetta and Jeroen Temmerman;

"**KKR**" has the meaning given to it in Clause 5.2(a)(iii);

"**Know-how**" means industrial and commercial information and techniques, in each case, in any form not in the public domain, and including drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;

"**LCIA**" has the meaning given to it in Clause 33.2;

"**Leased Properties**" means the properties which are leased or sub-leased by the Seller's Group and are listed in schedule 4 of the Separation Agreement;

"**Licensed Business IPR**" means all Business IPR that is owned by a third party and licensed or otherwise used by the Seller's Group;

"**Local Implementation Agreements**" has the meaning given to such term in the Separation Agreement;

"**Long Stop Date**" means the latest date on which the Conditions can be satisfied or waived to allow for the Completion Date to occur in accordance with this Agreement on or before the date falling twelve (12) months after the Original SPA Date or such other date as the Purchaser and the Seller Parent agree in writing (each acting in its sole discretion);

"**Management Information**" means the monthly unaudited pro forma management information for the DivestCo Group, being the monthly profit and loss account in folder 2.1.10 of the Data Room and monthly net working capital analysis in folder 1.3.2.1.11 of the Data Room for the financial period from 1 July 2018 (31 July 2018 in the case of monthly net working capital) to 31 March 2020;

"**Management Presentations**" means the management presentations which are contained in folder 1.4 of the Data Room;

"**Manufacturing Agreements**" has the meaning given to such term in the Separation Agreement;

"**Material IT Systems**" means those IT Systems that are material to the conduct of the DivestCo Business;

"**Non-Acceptance Notice**" has the meaning given in paragraph 1.2(b), Part 3 of Schedule 3 (*Completion Accounts*);

"Non-Recourse Party" has the meaning given to it in Clause 31.3;

"**Notice**" has the meaning given to it in Clause 25.1;

"**Open Roles**" has the meaning given to such term in the Separation Agreement;

"**OPI Business**" has the meaning given to such term in the Separation Agreement;

"**Original Seller**" has the meaning given to it in the Preamble;

"**Original SPA**" means the sale and purchase agreement among the parties (or their predecessors in interest) dated the Original SPA Date;

"**Original SPA Date**" means 1 June 2020;

"**Owned Business IPR**" means all Business IPR that is owned by a Seller Group Company;

"**Owned Properties**" means the properties which are owned by the Seller's Group and are listed in schedule 4 of the Separation Agreement;

"**Party**" means a party to this Agreement and "**Parties**" shall mean the parties to this Agreement;

"**Pension Valuation**" has the meaning given to such term in the Separation Agreement;

"**Permitted Encumbrance**" means any:

(a) licences and other grants of rights with respect to Intellectual Property Rights in the ordinary course of the DivestCo Business and consistent with past practice;

(b) Tax or governmental charges not yet due and payable or the amount or validity of which is being contested in good faith;

(c) mechanics', carriers', workers', repairers', landlords' and similar statutory liens incurred in the ordinary course of business;

(d) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Properties;

(e) title defects which do not materially interfere with the conduct of the DivestCo Business nor restrict the transfer of the asset;

(f) liens that would be released prior to or as of Completion; and

(g) rights, interest, liens or titles of, or through, a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any licence, lease or other similar agreement or in the property being leased or licensed other than with respect to Intellectual Property Rights;

"**Post-Completion Transfers**" has the meaning given to such term in the Separation Agreement;

"**Pre-Completion Separation Steps Completion**" has the meaning given to such term in the Separation Agreement;

"**Product Registrations**" has the meaning given to it in paragraph 11.3 of Schedule 5 (*Seller's Business Warranties*);

"**Professional Hair Business**" has the meaning given to such term in the Separation Agreement;

"**Properties**" means the Owned Properties and the Leased Properties;

"**Purchaser**" has the meaning given to it in the Preamble;

"**Purchaser Debt Commitment Letter**" means the debt commitment letter(s) in the agreed terms (including all appendices thereto other than any such appendices which relate to fee or flex terms) executed by the Purchaser's debt financing providers and delivered to the Seller pursuant to Part 2 of Schedule 1 (*Signing Arrangements*) of this Agreement;

"**Purchaser Debt Finance Documents**" means:

(a) the Purchaser Debt Commitment Letter; and

(b) following entry into the relevant documentation in accordance with the Purchaser Debt Commitment Letter, the facilities agreements and other finance documents contemplated in the Purchaser Debt Commitment Letter or any Replacement Financing;

"**Purchaser's Completion Documents**" has the meaning given to it in Clause 14.1(b);

"**Purchaser's Global Representative**" has the meaning given to it in Clause 16.1(f)(iv);

"**Purchaser's Group**" means the Purchaser and its Affiliates, provided that no portfolio company or portfolio investment (as such terms are commonly understood in the private equity industry) of the Purchaser's Group shall be deemed to be a member of the Purchaser's Group, other than, after Completion, the DivestCo Group, and "**member of the Purchaser's Group**" shall be construed accordingly;

"**Purchaser Relevant Person**" has the meaning set out in Clause 13.14;

"**Purchaser's Representatives**" has the meaning set out in Clause 16.1(f)(iv);

"**Purchaser's Solicitors**" means Simpson Thacher & Bartlett LLP of CityPoint, 1 Ropemaker Street, London EC2Y 9HU;

"**Rainbow Capital**" means Rainbow Capital Group Limited;

"**Regulatory Authorities**" means the competition authorities in the jurisdictions set out at Schedule 7 (*Regulatory Authorities*), the European Union, Australia, any authority in the jurisdictions to which Clause 5.1(d) applies;

"**Regulatory Conditions**" means those Conditions set out in Clauses 5.1(a), 5.1(b), 5.1(c) and 5.1(d);

"**Relevant Group Entities**" means the Company, each DivestCo Newco, each DivestCo Transferred Entity and each RemainCo Retained Entity and "**Relevant Group Entity**" shall be construed accordingly;

"**Relevant Insurance Claim**" means any claim under the Insurance Policies which directly relates to the DivestCo Business and arises out of circumstances that occurred prior to Completion;

"**Relevant Pension**" has the meaning given to that term in schedule 10 of the Separation Agreement;

"**Relevant Period**" means the three 3 year period before the Original SPA Date;

"**Relevant Transaction Document**" means this Agreement, the Separation Agreement and the Separation Deliverables (including the Local Implementation Agreements and any documents entered into pursuant to them);

"**Relief**" means any relief, loss, allowance, credit, exemption, deduction or set off, in each case, in respect of Taxation, or any right to repayment of Taxation;

"**RemainCo Employees**" has the meaning given to such term in the Separation Agreement;

"**RemainCo Group**" has the meaning given to such term in the Separation Agreement;

"**RemainCo Retained Entity**" has the meaning given to such term in the Separation Agreement;

"**Replacement Financing**" has the meaning given to it in Clause 14.2;

"**Request for Initial Employee Consultation Information**" means the Seller's initial request for certain key jurisdictions;

"**Restricted Country**" has the meaning given to it in paragraph 12.6 of Schedule 5 (*Seller's Business Warranties*);

"**Retail Hair Business**" has the meaning given to such term in the Separation Agreement;

"**Rollover Loan Notes**" means the aggregate amount of (x) the Shares Consideration Loan Notes, *plus* (y) such number of Coty Separation Vendor Loan Notes whose aggregate principal and accrued but unpaid interest thereon shall, together with the Shares Consideration Loan Notes, be equal to the value of 40% of the securities in JVCo immediately following the contribution contemplated by paragraph 2(i) of Part 1 of Schedule 2 (*Completion Arrangements*);

"**Sale Securities**" means all of the ordinary shares in the Company and "**Sale Security**" shall mean any one of them;

"**Sanctioned Person**" means a person that is (a) the subject of Sanctions, or (b) majority-owned or controlled (individually or in the aggregate) by one or more persons that is the subject of Sanctions;

"**Sanctions**" means those trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (i) the United States (including without limitation the Department of the Treasury, Office of Foreign Assets Control), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury, or (v) other similar governmental bodies with regulatory authority over the Seller Group Companies and their subsidiaries and their respective operations from time to time;

"**Secondary Tax Covenant Claim**" means any Tax Covenant Claims (i) under paragraph 3 of Schedule 6 (*Tax Covenant*) and (ii) under paragraph 4 of Schedule 6 (*Tax Covenant*) to the extent that they relate to Claims under paragraph 3 of Schedule 6 (*Tax Covenant*);

"**Seller**" has the meaning given to it in the Preamble;

"**Seller Parent**" has the meaning given to it in the Preamble;

"**Seller Parent's Completion Documents**" has the meaning given to it in Clause 10.1(a);

"**Seller Parent's Fundamental Warranties**" means those warranties set out in Clause 10;

"**Seller Transaction Adviser**" means each of PricewaterhouseCoopers Advisory NV and Skadden, Arps, Slate, Meagher & Flom (UK) LLP;

"**Seller's Business Warranties**" means those warranties set out in Schedule 5 (*Seller's Business Warranties*), other than the ABC/Sanctions Warranties;

"**Seller's Completion Documents**" has the meaning given to it in Clause 9.1(d);

"**Seller's Fundamental Warranties**" means those warranties set out in Clause 9.1;

"**Seller's Group**" means the Seller Parent and its subsidiary undertakings from time to time, excluding (from Completion) the DivestCo Group and "**Seller Group Company**" and "**member of the Seller's Group**" shall be construed accordingly;

"**Seller's Nominated Accounts**" means the bank accounts notified to the Purchaser in the Indebtedness Schedule;

"**Seller Recourse Claims**" means:

(a) the ABC/Sanctions Warranties Claims;

(b) Excluded Tax Covenant Claims other than Secondary Tax Covenant Claims and Separation Tax Covenant Claims; and

(c) each indemnity set out in Clauses 7.7(b) (*Restricted Countries*) and 7.8 (*Indemnities*);

"**Seller Relevant Person**" has the meaning set out in Clause 14.3;

"**Seller's Solicitors**" means Skadden, Arps, Slate, Meagher & Flom (UK) LLP of 40 Bank Street, London E14 5DS;

"**Sellside Information**" means:

(a) the Sellside Reports;

(b) the Separation Blueprint Part 1 dated 13 March 2020; Part 2 dated 26 March 2020; and Part 3 dated 27 May 2020 prepared by the Seller;

(c) the Information Memoranda; and

(d) the Management Presentations;

"**Sellside Reports**" means:

(a) the draft vendor due diligence report on the financial and business affairs prepared by PricewaterhouseCoopers Advisory NV dated 6 March 2020;

(b) the tax fact books prepared by PricewaterhouseCoopers Advisory NV dated 6 March 2020;

(c) the tax structure & benefits prepared by PricewaterhouseCoopers Advisory NV dated 9 April 2020;

(d) the tax model prepared by PricewaterhouseCoopers Advisory NV dated 14 April 2020;

(e) the tax strawman plans prepared by PricewaterhouseCoopers dated 27 May 2020, including the "PwC Tax Strawman Plans, Brazil Addendum" dated 29 May 2020;

(f) Virtual Site Visit Deliverables, accessible at https://geospatialapp.pwc.pl/, dated 2 March 2020;

(g) the HR fact book relating to the Brazil Business prepared by PricewaterhouseCoopers Contadores Públicos Ltda dated 28 May 2020;

(h) the labour due diligence report relating to the Brazil Business prepared by PricewaterhouseCoopers Contadores Públicos Ltda dated 28 May 2020; and

(i) the legal vendor due diligence report prepared by Skadden, Arps, Slate, Meagher & Flom (UK) LLP dated 8 March 2020 (including Appendix 5 thereof prepared by Lefosse Advogados dated 10 March 2020);

"**Separation"** has the meaning given to such term in the Separation Agreement;

"**Separation Agreement**" means the amended and restated separation agreement dated on or around the date of this Agreement between the Seller, the Seller Parent, the Purchaser and the Company;

"**Separation Blueprint**" has the meaning given to such term in the Separation Agreement;

"**Separation Costs**" has the meaning given to it in Clause 19.3;

"**Separation Deliverables**" has the meaning given to such term in the Separation Agreement;

"**Separation Effective Time**" has the meaning given to such term in the Separation Agreement;

"**Separation Loan Notes**" means the local loan notes or intercompany loans outstanding between the RemainCo Group and the DivestCo Group as a result of the implementation of the Separation, whose principal and accrued but unpaid interest thereon shall equal, in aggregate, an amount calculated by applying the amounts set out in Clauses 4.2(b), 4.2(c) and 4.2(d) as adjustments to the Base Principal Amount (as contemplated by Clause 4.2), and which shall include the:

(a) Coty Separation Vendor Loan Notes;

(b) US Vendor Loan Notes; and

(c) German Vendor Loan Notes, and

any other local vendor loan notes or intercompany loans outstanding between the RemainCo Group and the DivestCo Group as a result of the implementation of the Separation, in each case in the amounts set out in the Indebtedness Schedule;

"**Separation Materials**" has the meaning given to such term in the Separation Agreement;

"**Separation Notice**" means the notice delivered by the Seller to the Purchaser in accordance with the terms of the Separation Agreement;

"**Separation Tax Covenant Claim**" means any Tax Covenant Claims (i) under paragraph 2.2(a) of Schedule 6 (*Tax Covenant*) and (ii) under paragraph 4 of Schedule 6 (*Tax Covenant*) to the extent that they relate to Claims under paragraph 2.2(a) of Schedule 6 (*Tax Covenant*);

"**Shares Consideration Amount**" means US$ 150,000,000, as set out in the Indebtedness Schedule;

"**Shares Consideration Loan Notes**" means the loan notes to be issued to the Seller by the Purchaser at Completion for an amount equal to the Shares Consideration, on the terms of the Shares Consideration Loan Note Instrument;

"**Shares Consideration Loan Note Instrument**" means the loan note instrument to be entered into by the Purchaser at Completion in connection with the Share Consideration Loan Notes;

"**Shareholders' Agreement**" means the shareholders' agreement in the agreed terms between Rainbow Capital, the Seller Parent and JVCo;

"**Standalone Adjustments**" has the meaning given to it in paragraph 3.4 of Schedule 5 (*Seller's Business Warranties*);

"**Standard Tax Conditions**" means the conditions set out in Attachment A to Foreign Investment Review Board Guidance Note 47 – Tax Conditions available at http://www.firb.gov.au under "Guidance and Resources";

"**Strategic Enterprises Law**" means Federal Law of the Russian Federation No. 57-FZ "On the procedure of foreign investment in companies having strategic significance for the preservation of national defence and state security" dated 29 April 2008 (as amended);

"**Strategic License**" means license number 52.НЦ.11.001.ЛI.000006.08.19 for the use of pathogens of infectious diseases of humans and animals and genetically modified organisms of III and IV degrees of potential danger, carried out in closed systems, held by LLC Capella;

"**Substantial Customers**" means the top 10 customers (by revenue in the 12 months prior to 31 December 2019) of each of the GHD Business, the OPI Business, the Professional Hair Business and the Retail Hair Business as set out in folders 4.2.2.1.1, 5.2.2.1.1, 6.4.2.1.1 and 7.2.2.1.1 of the Data Room;

"**Substantial Suppliers**" means the material suppliers of the DivestCo Business as set out in document 4.2.2.2.5 of the Data Room;

"**Sufficiency of Assets Warranties**" means the warranties set out Clause 9.1(j) and Clause 9.1(k);

"**Sufficiency of Assets Warranty Claim**" means means any claim, proceeding, suit or action against the Seller for breach of the Sufficiency of Assets Warranties;

"**Target Working Capital**" means US$ 224,273,000;

"**Tax**" or "**Taxation**" means all governmental, state, community, municipal or regional taxes, levies, imposts, duties, charges, deductions, withholdings and social security or national insurance contributions of any kind arising in any part of the world and all penalties, surcharges and interest included in or relating to any such taxes, levies, imposts, duties, charges, deductions, withholdings and social security or national insurance contributions;

"**Tax Purchase Price**" has the meaning given to it in paragraph 7.2 of Schedule 6 (*Tax Covenant*); and

"**Taxation Authority**" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world having authority in the assessment, collection or administration of Tax;

"**Tax Covenant**" means the covenants in Schedule 6 (*Tax Covenant*) of this Agreement;

"**Tax Covenant Claim**" means any claim, proceeding, suit or action under, pursuant to, or for breach of the Tax Covenant;

"**Tax Returns**" means all computations and returns relating to Tax matters (and correspondence and documentation relating thereto);

"**Tax Warranties**" means the warranties contained in paragraph 15 of Schedule 5 (*Seller's Business Warranties*) (each a "**Tax Warranty**");

"**Tax Warranty Claim**" means any claim, proceeding, suit or action against the Seller for breach of the Tax Warranties;

"**Transaction**" means the transactions contemplated by the Transaction Documents;

"**Transaction Documents**" means this Agreement, the Warranty Insurance Policy, the Disclosure Letter, the Equity Commitment Letter, the Separation Agreement, the Separation Deliverables, each of the documents in the agreed terms and any other document entered into or to be entered into pursuant to the Transaction Documents;

"**Transfer Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any other relevant local instrument implementing Acquired Rights Directive 2001/23/EC and any other laws providing for automatic transfer or employer substitution, or that permit the transfer of employees without an offer of employment, and similar laws and regulations in jurisdictions with DivestCo Employees or RemainCo Employees;

"**Transferred Policies**" has the meaning given to such term in the Separation Agreement;

"**Transitional Services Agreement**" has the meaning given to such term in the Separation Agreement;

"**Transitional Transacting Entity**" has the meaning given to such term in the Separation Agreement;

"**Trapped Cash**" means any cash or cash equivalents which, at the Effective Time:

(a) is not capable of being lawfully paid, distributed or released by a DivestCo Group Company from the jurisdiction in which it is situated within a period of ten (10) Business Days, any cash securing rent deposits or any other cash held as collateral in respect of any obligations of any party (and including any cash trapped at Ulster Bank due to signatory access issues);

(b) is cash-in transit which is not available in cleared funds within a period of one (1) Business Day, to the extent this relates to credit card transmission from direct-to-consumer credit card sales; or

(c) is accessible in such manner as described in (a) but only subject to deduction or withholding or an actual tax payment (where, in respect of a withholding charge, such withholding is not received as an actual tax credit or refund within 365 days), in which case the amount of such deduction, withholding or tax charge shall be deemed Trapped Cash;

"**TSA Inventory**" has the meaning given to such term in the Separation Agreement;

"**U.K.**" or "**UK**" means the United Kingdom;

"**Unconditional Date**" means the date on which all Conditions are satisfied or, if legally permissible, waived in accordance with this Agreement;

"**U.S.**" or "**US**" means the United States of America;

"**U.S. Treasury Regulations**" means any regulations promulgated by the U.S. Department of Treasury under the Code, and any successor provisions;

"**USD**" or "**US$**" or "**$**" means the lawful currency of the United States of America;

"**US Divestco**" means Waves US, LLC, a company incorporated in Delaware and whose registered office is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808;

"**US DivestCo Debt**" means any debt financing available to US DivestCo (as borrower) pursuant to any Purchaser Debt Financing Documents from time to time;

"**US Vendor Loan Notes**" means the loan notes issued by US Divestco as consideration for the Carve-Outs of the DivestCo Business such as it is conducted in the United States;

"**VAT**" means (i) in relation to any jurisdiction within the European Union, the value added tax provided for in Directive 2006/112/EC and charged under the provisions of any national legislation implementing that directive or Directive 77/388/EEC together with legislation supplemental thereto, (ii) in relation to Switzerland, the value added tax provided for in and charged under the Swiss Federal Value Added Tax Act of 12 June 2009 together with any supporting legislation thereto, and (iii) in relation to any other jurisdiction, the equivalent or similar Tax (if any) in that jurisdiction including, for the avoidance of doubt, any sales, use and goods and services Tax;

"**Warranty Insurance Policy**" means the warranty and indemnity insurance policy arranged by the Purchaser with the Insurer dated on or about the Original SPA Date, with policy number LOAB0LA4001; and

"**Working Capital**" means the aggregate working capital of the DivestCo Group as at the Completion Accounts Effective Time, comprising each of the line items set out in Part 4 of Schedule 3 (*Completion Accounts*) as determined in accordance with the principles set out in Part 2 of Schedule 3 (*Completion Accounts*), and excluding any items taken into account in Cash, Debt, Trapped Cash or unamortised debt issuance costs.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the expression "**in the agreed terms**" means in the form agreed between the Purchaser and the Seller and initialled for the purposes of identification by them or on their behalf, or exchanged by email and confirmed as agreed for these purposes, on or before the date of this Agreement; and

1.2.2 any reference to "**writing**" or "**written**" means any method of reproducing words in a legible and non-transitory form (excluding email unless expressly permitted).

1.3 References to:

1.3.1 "**include**" or "**including**" are to be construed without limitation;

1.3.2 a "**company**", "**holding company**", "**subsidiary**", "**parent undertaking**" and "**subsidiary undertaking**" shall have the same meaning in this Agreement as their respective definitions in the Companies Act (provided that where a holding company creates security over the shares of a subsidiary, that subsidiary shall be deemed not to cease being a subsidiary of the holding company solely as a result of the creation of that security);

1.3.3 a "**person**" includes any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality);

1.3.4 recitals, Clauses, paragraphs and Schedules are (unless the context otherwise requires) to recitals, clauses and paragraphs of and schedules to, this Agreement. The Schedules form part of this Agreement;

1.3.5 any document are to such document as amended or restated from time to time;

1.3.6 any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision, except to the extent that any amendment, consolidation or replacement would (i) increase or extend the liability of a Party under this Agreement; or (ii) restrict any rights of, or result in any direct or indirect loss to, a Party under this Agreement;

1.3.7 any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, are deemed to include what most nearly approximates in that jurisdiction to the English legal term; and

1.3.8 to times of day are to London time unless otherwise stated.

1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.

1.5 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.

2. SALE AND PURCHASE

2.1 Upon the terms and subject to the conditions of this Agreement, at Completion, the Seller agrees to sell and the Purchaser agrees to purchase all of the Sale Securities with all rights which are at Completion attached to them (including, without limitation, the right to receive all dividends (including where declared and, on Completion, unpaid), distributions and interest declared, made, accrued or paid on or at any time after Completion), and the Sale Securities shall be sold by the Seller free from all Encumbrances, on the terms of this Agreement and the Purchaser shall acquire such Sale Securities on and subject to the terms of this Agreement.

2.2 The Seller hereby waives any rights which may have been conferred on it under the Articles, applicable law, or otherwise as may affect the transactions contemplated by this Agreement (other than its rights pursuant to this Agreement) including, without limitation:

(a) any rights of redemption, pre-emption, first refusal or transfer it may have with respect to the Sale Securities; and

(b) any rights to acquire any Sale Securities,

and shall procure that all such rights conferred on any other person are waived no later than Completion so as to permit the sale and purchase of the Sale Securities.

2.3 The Purchaser shall not be obliged to complete the acquisition of the Sale Securities unless the purchase of all of the Sale Securities is completed simultaneously.

2.4 On the Original SPA Date, the Parties agree that the Purchaser and the Seller complied with their respective obligations as set out in Schedule 1.

3. SHARES CONSIDERATION

3.1 The overall consideration for the sale of the Sale Securities shall be the payment by the Purchaser to the Seller in accordance with the terms of this Agreement of US$ 150,000,000 (*one hundred and fifty million United States dollars*) (the "**Shares Consideration**").

3.2 The Purchaser's obligation to pay the Shares Consideration shall be satisfied at Completion by the Purchaser issuing such number of Shares Consideration Loan Notes to the Seller, which are in aggregate equal to the Shares Consideration Amount.

3.3 If any payment is made by any Party for any breach of this Agreement (including any breach of warranty) or under any indemnity in this Agreement, the payment shall be treated as an adjustment to the Shares Consideration and, in such circumstances, the Shares Consideration shall be deemed to have been adjusted by the amount of such payment. Subject always to Clause 13, this Clause 3.3 shall not limit any Party's obligations to pay any amount under or pursuant to this Agreement, including where such payment exceeds the Shares Consideration.

4. COMPLETION LOANS

4.1 At Completion:

(a) the Purchaser shall subscribe for such number of Company Loan Notes (or for such combination of Company Loan Notes and shares in the Company) which have an aggregate value equal to the Initial Principal Amount pursuant to paragraph 1(b) of Part 2 of Schedule 2; and

(b) the Seller shall contribute the Rollover Loan Notes to JVCo in consideration for 40% of the securities in JVCo (calculated prior to any dilution which may occur as a result of any management equity plan adopted in accordance with the terms of the Shareholders' Agreement) and, immediately following such contribution, each of the Parties shall procure that such Rollover Loan Notes are contributed by JVCo to Rainbow Midco UK 2 Limited, by Rainbow UK Midco 2 Limited to Rainbow UK Midco Limited, by Rainbow UK Midco Limited to Rainbow UK Holdco Limited and by Rainbow UK Holdco Limited to the Purchaser, where the balance of the Shares Consideration Loan Note shall be extinguished. The remaining balance of the Rollover Loan Notes shall be contributed by the Purchaser to the Company, where they shall be extinguished.

4.2 The "**Initial Principal Amount**" shall be calculated as follows:

(a) an amount with principal value of US$ 4,150,000,000 (the "**Base Principal Amount**").

(b) *plus* the Estimated Cash;

(c) *less* the Estimated Debt; and

(d) either *plus* the difference between Estimated Working Capital and the Target Working Capital where the amount of Estimated Working Capital is the higher of the two amounts (provided that the difference shall not exceed US$ 50,000,000), or *less* the difference between Estimated Working Capital and Target Working Capital where the amount of Estimated Working Capital is the lower of the two amounts (provided that the difference will always be a positive number);

(e) *less* the total principal and accrued interest on the Rollover Loan Notes and the US DivestCo Debt as at the Completion Accounts Effective Time, as calculated in accordance with the Indebtedness Schedule; and

(f) *plus* the Shares Consideration Amount.

4.3 The "**Final Principal Amount**" shall be calculated as follows:

(a) the Base Principal Amount;

(b) *plus* the Actual Cash;

(c) *less* the Actual Debt; and

(d) either *plus* the difference between Actual Working Capital and the Target Working Capital where the amount of Actual Working Capital is the higher of the two amounts, or *less* the difference between Actual Working Capital and Target Working Capital where the amount of the Actual Working Capital is the lower of the two amounts (provided that the difference will always be a positive number);

(e) *less* the total principal and accrued interest on the Rollover Loan Notes and the US DivestCo Debt as at the Completion Accounts Effective Time, as calculated in accordance with the Indebtedness Schedule; and

(f) *plus* the Shares Consideration Amount.

4.4 The estimated amounts to be used for the purpose of Clause 4.2 shall be delivered to the Purchaser in the Indebtedness Schedule pursuant to Clause 6.

4.5 When the Completion Accounts have been finally agreed or determined in accordance with the terms of this Agreement, the Final Principal Amount shall be determined. If the Final Principal Amount is greater than the Initial Principal Amount, the Purchaser shall pay an amount equal to the difference to the Seller within fifteen (15) Business Days after the date of such determination. If the Final Principal Amount is less than the Initial Principal Amount, the Seller shall pay an amount equal to the difference to the Purchaser by way of a payment in cash to the Purchaser or, if the Parties agree, subscription by the Seller for deferred shares (in a form to be agreed between the Parties) in JVCo (which will carry no voting rights or right to participate in distributions) within fifteen (15) Business Days after the date of such determination.

4.6 Any amount that is payable pursuant to Clause 4.1 or Clause 4.5 (or any loan entered into thereunder) shall be paid in cash in immediately available funds in US$ (or, where specified in this Agreement, be settled by the issue of a loan note) and shall carry interest from and including the date on which any payment default is made in accordance with Clause 20.2.

4.7 The Parties shall use reasonable endeavours to ensure that any amount that is payable pursuant to this Clause 4 shall be paid in such a way as the payments received by the Seller pursuant to the terms of this Agreement shall not result in a lower cash/equity ratio for the Seller than contemplated on the Original SPA Date.

5. CONDITIONS

5.1 Conditions Precedent

The obligations of the Seller and the Purchaser to complete the sale and purchase of the Sale Securities contained in Clause 2, and, solely in the case of the condition in Clause 5.1(c), the formation of the agreement for the sale and purchase of the Sale Securities contained in Clause 2, are conditional upon satisfaction of the following conditions:

(a) in so far as the Transaction constitutes a concentration subject to appraisal by the European Commission under Council Regulation (EC) No 139/2004 (the "**EU Merger Regulation**"):

(i) the European Commission adopting, or having been deemed under the EU Merger Regulation to have adopted, a decision allowing Completion; or

(ii) in the event that all or any part of the Transaction is referred, or is deemed under the EU Merger Regulation or Protocol 24 of the EEA Agreement to have been referred, by the European Commission to the competent authorities of one (1) or more European Union Member States or an EFTA Member States, all such competent authorities whose approval is necessary for completion of all or part of the Transaction to occur adopting, or having been deemed under relevant laws to have adopted, decisions allowing Completion; and

(iii) for any part of the Transaction that is not referred as described in Clause 5.1(a)(ii), Clause 5.1(a)(i) being satisfied;

(b) in so far as the Transaction requires approval or the termination of any applicable waiting period pursuant to the competition laws in any of the countries listed in Schedule 7, without which Completion would be unlawful or otherwise prohibited or restricted:

(i) each of the relevant competition authorities having either declined jurisdiction over the Transaction or approved the Transaction; or

(ii) any applicable waiting periods in respect thereof having expired or been terminated;

(c) in so far as approval is sought or is required to be obtained from the Australian Treasurer under Australian foreign investment laws in connection with the transactions contemplated by the Transaction Documents:

(i) receipt of a written notice under FATA from the Australian Treasurer (or the Australian Treasurer's delegate) stating that, or to the effect that, the Government of the Commonwealth of Australia does not object to the transactions contemplated by the Transaction Documents, either without condition (other than the Standard Tax Conditions) or otherwise on terms acceptable to the Parties acting reasonably; or

(ii) following receipt of notice of the transactions contemplated by the Transaction Documents to the Treasurer under FATA, the Treasurer ceases to be empowered to make any order under part 3 of FATA;

(d) in so far as the Transaction requires approval or termination of any applicable waiting period pursuant to the foreign investment laws of any country (other than Australia), without which Completion would be unlawful or otherwise prohibited or restricted:

(i) each such foreign investment authority having either declined jurisdiction over the Transaction or approved the Transaction; or

(ii) any applicable waiting periods in respect thereof having expired or been terminated; and

(e) receipt by the Purchaser (in accordance with Clause 24.6 (*Notices*)) of the Separation Notice.

5.2 **Responsibility for Satisfaction**

(a) **Purchaser Obligations**

(i) The Purchaser undertakes, to the extent permitted by law, to use its reasonable best efforts to ensure satisfaction of the Regulatory Conditions (as applicable) as soon as reasonably practicable and, in any event, prior to the Long Stop Date.

(ii) The Purchaser undertakes to use its reasonable best efforts to:

(A) submit the draft EU Merger Regulation filing within fifteen (15) Business Days following the Original SPA Date and, as appropriate, formal filings to those Regulatory Authorities without pre-notification procedures promptly following the Original SPA Date;

(B) avoid any declaration of incompleteness by any of the Regulatory Authorities or any other suspension for the time periods of clearance;

(C) take steps to ensure satisfaction of the Regulatory Conditions (as applicable), including proposing, negotiating, offering to commit and agreeing, in each case where necessary to ensure that the Regulatory Conditions (as applicable) are satisfied as soon as possible, and in any case, prior to the Long Stop Date, with the relevant Regulatory Authority or Regulatory Authorities to effect, by agreement, order or otherwise, the sale, divestiture, licence, disposition, or any other restriction or limitation of any assets or businesses of the DivestCo Group;

(D) procure that the Seller and the Seller Parent are given a reasonable opportunity to review and comment on drafts of any filings or other material documentation prior to their submission to any Regulatory Authority (it being acknowledged that certain such drafts and/or documents may be shared in redacted form or on a confidential outside counsel-to-counsel basis only) and to take account of any reasonable comments where such comments are not detrimental to the commercial interests of the Purchaser;

(E) respond as soon as reasonably practicable to all inquiries received from any Regulatory Authority to which a filing has been made for additional information or documentation and to supplement such filings as requested by the relevant Regulatory Authority. The Purchaser undertakes to use its reasonable best efforts to keep the Seller and the Seller Parent informed of material contact with such Regulatory Authorities and to the extent permitted by law and reasonably practicable, provide the Seller and the Seller Parent with copies of all material relevant documentation in relation thereto (to the extent such information relates to the Company) and allow the Seller and the Seller Parent the opportunity to participate in any calls or meetings of a non-administrative nature with any Regulatory Authority;

(F) allow persons nominated by the Seller and the Seller Parent to attend, where permitted by the relevant Regulatory Authority, all in-person (or, if applicable, video or telephone conference) meetings with any Regulatory Authority and, where appropriate, to make oral submissions at such meetings; and

(G) notify the Seller and the Seller Parent promptly and in any event within one (1) Business Day after receipt of each clearance or approval required to satisfy the Regulatory Conditions.

(iii) For the avoidance of doubt and notwithstanding any other provision of this Agreement (including Clause 5.2(a)(ii)(C)), nothing shall require the Purchaser or any of its Affiliates (including KKR & Co. Inc. and Kohlberg Kravis Roberts & Co. L.P. (each, "**KKR**") and their respective Affiliates and any investment funds or investment vehicles affiliated with, or managed or advised by, KKR or any portfolio company or portfolio investment (as such terms are commonly understood in the private equity industry) of KKR or of any such investment fund or investment vehicle) to take, or agree to take, any action with respect to itself or its Affiliates.

(b) **Seller and Seller Parent Obligations**

(i) The Seller and the Seller Parent each undertakes, to the extent permitted by law, to co-operate with the Purchaser in good faith and to use its reasonable best efforts to procure co-operation by the Seller's Group to satisfy the Regulatory Conditions (as applicable), including, to the extent necessary and on a confidential basis, providing all information required by the Purchaser in relation to the DivestCo Business or reasonably required by the Purchaser in relation to the Seller's Group and providing all information required by the applicable Regulatory Authority in relation to the DivestCo Business or in relation to the Seller's Group, provided that any information provided in relation to the Seller's Group shall be provided only to the applicable Regulatory Authority and/or, if necessary, the Purchaser's Solicitors on a strictly confidential basis and shall not be provided to the Purchaser.

(ii) The Seller and the Seller Parent shall use, and procure that the members of the Seller's Group use, their reasonable best efforts to ensure satisfaction of the Regulatory Conditions (as applicable) as soon as reasonably practicable.

(iii) The Seller and the Seller Parent each undertakes to use its reasonable best efforts to ensure that as soon as reasonably practicable (but in any event, no earlier than the Inside Date, and no later than the Long Stop Date), (i) Pre-Completion Separation Steps Completion occurs, and (ii) the Separation Notice is delivered to the Purchaser, in each case in compliance with the Separation Agreement. For the avoidance of doubt, the Parties agree that the Seller shall not be entitled to deliver the Separation Notice prior to the Inside Date without the Purchaser's consent.

(c) **Joint Obligations**

(i) Each of the Seller and the Purchaser severally undertakes to submit the form of notification required under FATA in connection with any approval sought or required to be obtained pursuant to Clause 5.1(c) promptly following the Original SPA Date and in any event within fifteen (15) Business Days following the Original SPA Date.

(ii) Each of the Parties severally undertakes to the extent permitted by law to notify in writing to the other anything which will or is likely to prevent the Conditions from being satisfied on or before the Long Stop Date promptly after it comes to its notice.

(d) **Commercially Sensitive Information**

No Party shall be required under Clause 5.2(b) or Clause 5.2(a)(ii)(E) respectively above to provide the other with copies of any element of such communications or submissions which contain information of a commercially sensitive nature without first redacting that element, or providing it only to the Purchaser's Solicitor or the Seller's Solicitor (as the case may be) on the basis that it will not be shown or otherwise communicated to the Purchaser or any member of the Seller's Group (as the case may be).

5.3 **Non-Satisfaction**

(a) If the Conditions set out in Clause 5.1 are not fulfilled on or before the Long Stop Date, this Agreement shall automatically terminate.

(b) If this Agreement terminates in accordance with Clause 5.3(a), and without limiting the right of any Party to claim damages, all obligations of the Parties shall end (except for the Continuing Provisions) but (for the avoidance of doubt) all rights and liabilities of the Parties which have accrued before termination shall continue to exist.

5.4 **No Acquisition of a Competing Business**

The Purchaser undertakes that it shall not, and shall procure that its subsidiaries shall not, at any time prior to Completion, either alone or acting in concert with others, acquire, offer to acquire, or agree binding or non-binding heads of terms, memorandum of understanding or similar relating to the acquisition of or cause another person to acquire, to offer to acquire, or agree binding or non-binding heads of terms, memorandum of understanding or similar relating to the acquisition of a business that competes with the DivestCo Business or any other business the acquisition of which might reasonably be expected to prejudice or delay the outcome of any regulatory applications to be made in connection with the Transaction.

5.5 **Evidence of Satisfaction**

The Purchaser shall deliver or make available to the Seller and the Seller Parent and the Seller and the Seller Parent shall deliver or make available to the Purchaser (as applicable), promptly following satisfaction of each of the Conditions, evidence of the due fulfilment of such Condition.

6. INDEBTEDNESS SCHEDULE

6.1 Within ten (10) Business Days after the Unconditional Date, the Seller Parent shall provide the Purchaser with a schedule in the agreed terms (the "**Indebtedness Schedule**") setting out, together with the underlying calculations:

(a) an estimated unaudited consolidated balance sheet of the DivestCo Group; an estimated working capital statement showing the calculation of the Working Capital; and an estimated completion statement, substantially in the form set out in Part 4 of Schedule 3, each calculated in good faith, specifying:

(i) the Base Principal Amount (and each of its constituent parts);

(ii) the amount of the Estimated Cash;

(iii) the amount of the Estimated Debt;

(iv) the amount of the Estimated Working Capital;

(v) the Initial Principal Amount;

(vi) a schedule (the "**Loan Notes Repayment Schedule**") setting out the principal and any accrued but unpaid interest in respect of each of:

(A) the Separation Loan Notes (on an individual and aggregate basis); and

(B) the Rollover Loan Notes,

which if paid or contributed into JVCo pursuant to this Agreement on Completion, no further amounts shall be payable by the DivestCo Group to any member of the Seller's Group in respect of such loan notes following settlement pursuant to the payments to be made at Completion pursuant to the terms of Schedule 2 of this Agreement; and

(vii) a certificate signed by the chief financial officer of the Seller Parent (on a no-liability basis) confirming that such amounts have been calculated in good faith and are in his opinion, reasonable;

(b) the Seller's Nominated Accounts; and

(c) the Completion Date, as determined in accordance with this Agreement.

7. PRE-COMPLETION

7.1 Seller Parent and Seller's Obligations in Relation to the Conduct of Business

(a) Subject to Clause 7.2, each of the Seller Parent and the Seller shall, to the extent permissible under applicable law and in order to preserve the value of the DivestCo Business, procure that from the Original SPA Date until Completion:

(i) each Seller Group Company shall conduct the DivestCo Business in the ordinary course as conducted prior to the Original SPA Date and no Seller Group Company shall, without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed, provided that each of the Seller Parent and the Seller shall provide the Purchaser with any information reasonably requested by the Purchaser in order to consider such request for consent), do or agree to do anything which is outside the ordinary course of the DivestCo Business as conducted prior to the Original SPA Date; and

(ii) each Seller Group Company shall maintain in force all Insurance Policies that such member of the Seller's Group maintains as at the Original SPA Date in all material respects on the same terms and at substantially the same levels of cover as prevail at the Original SPA Date.

(b) From the Original SPA Date until Completion and without prejudice to the generality of Clause 7.1(a), each of the Seller Parent and the Seller shall ensure that none of the acts or matters listed in Schedule 4 (*Consent Matters*) shall take place without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed, provided that each of the Seller Parent and the Seller shall provide the Purchaser with any information reasonably requested by the Purchaser in order to consider such request for consent) because the Parties agree that the occurrence of any of the acts or matters listed in Schedule 4 (*Consent Matters*) will adversely impact the value of the DivestCo Business.

(c) Each of the Seller Parent and the Seller shall consult with the Purchaser in good faith as soon as reasonably practicable and, if and to the extent reasonably practicable, in any event prior to the Seller Parent, the Seller or any other member of the Seller's Group taking any material steps in respect of the DivestCo Business, in connection with or in response to the presence, transmission or threat of COVID-19 or any evolution thereof, and/or any mandatory or advisory restriction issued, or action ordered or threatened by, any public authority, regulatory body or government in connection therewith.

(d) Each of the Seller Parent and the Seller shall afford the Purchaser such access and information as it reasonably requires in connection with the evaluation, negotiation, financing, implementation and/or consummation of the Transaction (including, to the extent legally permissible, by providing financial data about the DivestCo Business) and, to the extent legally permissible, its preparations for any projects to be carried out in relation to the DivestCo Business following Completion (including the adoption of any new policies or contractual arrangements). Each of the Parties acknowledge that access to and provision of information may be delayed or limited in the circumstances, having regard to the impact of COVID-19, provided that any such delays and limitations shall be mitigated by the Seller Parent and the Seller so far as reasonably possible and virtual access (including to employees) shall be provided to the Purchaser or its representatives as soon as reasonably practicable to the extent possible if physical access is not available.

7.2 **Exceptions to Seller Parent and Seller's Obligations**

Subject to Clause 7.4, Clauses 7.1(a) and 7.1(b) do not apply in respect of and shall not operate so as to restrict or prevent:

(a) any matter reasonably undertaken by any member of the Seller's Group with respect to the DivestCo Business in an emergency or disaster situation (other than with respect to any financial emergency or disaster situation, including in connection with any breach or likely breach by any member of the Seller's Group of a financial covenant or any urgent funding requirement of any member of the Seller's Group), with the intention of and to the extent only of those matters strictly required with a view to minimising any adverse effect thereof (provided that the Seller Parent shall (i) notify the Purchaser as soon as reasonably practicable of any action taken, or proposed to be taken, as described in this Clause 7.2(a); (ii) provide to the Purchaser all material information as the Purchaser may reasonably request; and (iii) use reasonable endeavours to consult with the Purchaser in respect of any such action and emergency or disaster situation);

(b) any matter expressly permitted by, or necessary for the performance of, this Agreement or the Transaction Documents;

(c) any matter, to the extent undertaken at the written request or with the prior written consent of the Purchaser;

(d) provision of any information to any regulatory body or government agency or commissioning body in the ordinary course of business, provided that only the information necessary to complete the Separation and the Transaction or actually requested by such regulatory body or government agency or commissioning body be provided; and

(e) any matter to the extent required by law, provided that the Seller Parent shall consult with the Purchaser, to the extent legally permissible and as soon as reasonably practicable, in respect of such matter.

7.3 **Purchaser's Obligations in Relation to the Conduct of Business**

(a) The Purchaser shall, to the extent permissible under applicable law, procure that JVCo (and any of its subsidiaries) will not, from the Original SPA Date until Completion, implement any of the Reserved Matters (as such term is defined in the Shareholder's Agreement, but provided that references to "the Group" shall be references to JVCo and its subsidiaries), to the extent such matters would require the consent of the Seller under the Shareholders' Agreement after Completion, without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed).

(b) Clause 7.3(a) shall not apply in respect of and shall not operate so as to restrict or prevent:

(i) any matter reasonably undertaken by any member of the Purchaser's Group in an emergency or disaster situation (other than with respect to any financial emergency or disaster situation, including in connection with any breach or likely breach by any member of the Purchaser's Group of a financial covenant or any urgent funding requirement of any member of the Purchaser's Group), with the intention of and to the extent only of those matters strictly required with a view to minimising any adverse effect thereof (provided that the Purchaser shall (x) notify the Seller as soon as reasonably practicable of any action taken, or proposed to be taken, as described in this Clause 7.3(b)(i); (y) provide to the Seller all material information as the Seller may reasonably request; and (z) use reasonable endeavours to consult with the Seller in respect of any such action and emergency or disaster situation);

(ii) any matter expressly permitted by, or necessary or desirable for the performance of, this Agreement or the Transaction Documents, including any documents in the form agreed in writing between the Seller's Solicitors and the Purchaser's Solicitors;

(iii) any matter, to the extent undertaken at the written request or with the prior written consent of the Seller;

(iv) provision of any information to any regulatory body or government agency or commissioning body to the extent required in connection with the Transaction, provided that only the information necessary to complete the Separation and the Transaction or actually requested by such regulatory body or government agency or commissioning body be provided; and

(v) any matter to the extent required by law, provided that the Purchaser shall consult with the Seller, to the extent legally permissible and as soon as reasonably practicable, in respect of such matter.

7.4 **Insurance Policies**

(a) The Purchaser acknowledges that, other than in respect of any Relevant Insurance Claims and any benefits received in connection therewith or any Transferred Policies, neither it nor any member of the Purchaser's Group has any rights to or obligations (including the obligations to pay any deductibles, excesses or other amounts) under any Insurance Policies taken out by or in favour of the Seller's Group with respect to the DivestCo Business.

(b) The Purchaser acknowledges that on and from Completion:

(i) the DivestCo Business will cease to be covered under any policy of insurance taken out by or in favour of any member of the Seller's Group, other than in respect of Relevant Insurance Claims, provided that the Seller shall not, and shall procure that no member of the Seller's Group shall, cancel with retrospective effect any "occurrence based" Insurance Policies which relate to the DivestCo Business; and

(ii) it will be responsible for implementing, with effect on and from Completion, all insurances it is required to maintain by applicable law.

(c) The Purchaser shall use reasonable endeavours to provide such information, co-operation and assistance (including the making available of employees as witnesses) following Completion as the Seller Parent may reasonably require in order to bring or defend any claim or proceedings relating to the DivestCo Business as conducted by the Seller's Group prior to Completion, and the Seller Parent shall promptly reimburse the Purchaser and any member of the Purchaser's Group for any reasonable and properly documented expenditure or costs incurred by them in complying with this Clause 7.4(c).

(d) In the event of a Relevant Insurance Claim, the Seller Parent shall take such steps, or procure that a Seller Group Company takes such steps, as are reasonably requested by the Purchaser in writing to notify the relevant Seller's Group insurance providers and pursue a claim under the relevant Insurance Policy in respect of the Relevant Insurance Claim, subject to the Purchaser providing such information, co-operation and assistance as the Seller Parent may reasonably require in order to pursue such Relevant Insurance Claim, and promptly reimbursing the Seller Parent and any Seller Group Company for any reasonable and properly documented expenditure or costs incurred by them in complying with this Clause 7.4(d).

(e) The Seller Parent shall promptly pay to the Purchaser (or an entity nominated by it) any cash received by it or a Seller Group Company following a successful claim under its Insurance Policies in respect of a Relevant Insurance Claim, net of any reasonable costs incurred that are yet to be reimbursed pursuant to Clause 7.4(d).

(f) The Seller Parent shall notify the Purchaser, as soon as reasonably practicable, if it or any member of the Seller's Group is entitled to receive any refund or return of premium in whatever form (including credit against premiums for new policies) to the extent in connection with insurance policies (or part thereof) relating to the DivestCo Business for which a DivestCo Group Company has been allocated premium amounts by any member of the Seller's Group, and the Seller Parent shall procure as soon as reasonably practicable following Completion that such amounts are paid to the Purchaser (or an entity nominated by it) on a pro rata basis.

(g) From Completion, the Seller Parent shall procure (at its cost) that the Company maintains tail director and officers' liability insurance coverage, which covers each person currently covered by any director and officers' liability insurance policy of the Seller's Group in effect at the Original SPA Date for acts and omissions occurring at or prior to Completion (x) for an effective term of six years from Completion and (y) which contains terms that are no less favourable than those in the director and officers' liability insurance policies of the Seller's Group as of the Original SPA Date.

(h) The Seller Parent shall, and shall procure that the Seller's Group shall, cooperate with the Purchaser and the Purchaser's Group to provide it with access to any historical insurance data that relates to the DivestCo Business (including claims, risk exposures, coverage and related information).

7.5 **Anti-Money Laundering Laws**

The Seller and the Seller Parent acknowledge that the Purchaser's Group may have to perform certain anti-money laundering checks prior to Completion, including in relation to any change in control of the Seller or the Seller Parent or assignment by the Seller pursuant to Clause 23(a). Accordingly, the Seller and the Seller Parent agree to cooperate with reasonable requests by the Purchaser (on behalf of itself and other members of the Seller's Group) in connection with customary anti-money laundering checks and provide such information and documentation as the Purchaser shall reasonably require in connection with any such requests.

7.6 **Financing Assistance**

The Seller and the Seller Parent shall, and shall procure that each member of the Seller's Group shall, in each case so far as they are reasonably able to do so and at the sole expense of the Purchaser, upon request and following reasonable notice provide reasonable assistance to the Purchaser in relation to the financing to be provided to the Purchaser or any of its Affiliates under the Purchaser Debt Finance Documents (including, for the avoidance of doubt, in relation to the syndication of such financing and/or the entry into by US Divestco and any other member of the DivestCo Group (including, for this purpose, any other DivestCo NewCo) which may be agreed between the Purchaser and the Seller (each acting reasonably) of such customary documentation required under the terms of the Purchaser Debt Finance Documents to enable such entity to borrow directly under the Purchaser Debt Finance Documents on Completion), provided that such requested assistance does not:

(a) unreasonably interfere with the ongoing operations of the Seller or the Seller Parent, or any member of the Seller's Group, or with the Seller or the Seller Parent's ability to fulfil its obligations under the Transaction Documents; or

(b) involve the Seller or the Seller Parent or any member of the Seller's Group entering into any agreement or other document, including any document creating any Encumbrances over the assets of the Seller or the Seller Parent or any member of the Seller's Group (other than, with effect from Completion, any member of the DivestCo Group).

7.7 **Restricted Countries**

(a) Between the Original SPA Date until Completion, the Seller and the Seller Parent shall procure that the DivestCo Business takes actions to bring into compliance with relevant Sanctions and export control laws, any and all sales, subscriptions, negotiations, contractual relationships, obligations, bank accounts, debts, purchase orders and accounts payable that involve (directly or indirectly) any party located, organised, or ordinarily resident in any Restricted Country of which it is or becomes aware (exercising reasonable diligence in the ordinary course of business).

(b) Notwithstanding any other provision of this Agreement (other than Clause 13.1(c)), each of the Seller and the Seller Parent agrees to indemnify and hold harmless the Purchaser from and against any and all claims, costs, expenses, damages and losses incurred or suffered by any member of the Purchaser's Group, directly or indirectly, as a result of, arising from, in connection with or relating to any sales, subscriptions, negotiations, contractual relationships, obligations, bank accounts, debts, purchase orders and accounts payable relating to the DivestCo Business since 1 January 2017 that involve (directly or indirectly) any (i) Sanctioned Person or (ii) party located, organised, or ordinarily resident in any Restricted Country.

7.8 **Indemnities**

Notwithstanding any other provision of this Agreement (other than Clause 13.1(c)), the Seller agrees to indemnify and hold harmless the Purchaser from and against any and all claims, costs, expenses, damages and losses incurred or suffered by any member of the Purchaser's Group, directly or indirectly, arising from, in connection with or relating to:

(a) the claim brought against Galería Productora de Cosméticos, S. de R.L. de C.V. by the Ejido Caleras de Obrajuelo in connection with the Seller's Group's manufacturing plant and surrounding property in Mariscala, Mexico, as referenced in item 5.1(c) of the Disclosure Letter;

(b) the claim brought against OPI Products Inc and the Seller Parent by a former distributor of the OPI Business in Uruguay, as referenced in item 13.1 of the Disclosure Letter;

(c) the personal injury dispute relating to the use of Sebastian Laminates Gel, as referenced in item 13.1 of the Disclosure Letter;

(d) the alleged breach of a distribution agreement with a distributor in Palestine, as referenced in item 13.1 of the Disclosure Letter;

(e) the alleged breach of a distribution agreement with a distributor in Cyprus, as referenced in item 13.1 of the Disclosure Letter;

(f) the *Vieler* lawsuit against Ghd Deutschland GmbH for alleged violations of competition law in Germany;

(g) OPI Products Inc's former occupation or tenancy at 13034-13056 Saticoy Street, North Hollywood, California, including any environmental, regulatory or administrative proceeding, suit or action in respect of any material or substance present at, such property (including in groundwater) or originating from it; and

(h) any employee or any member of the Seller's Group or the DivestCo Business, insofar as such claim relates to the matters identified in item (h) of the definition of Sellside Reports that (i) had not previously been disclosed in the Data Room or (ii) are not the ordinary course costs (including any pay and benefits) of employing any such person, in each case that relate to the period prior to the Completion Accounts Effective Date irrespective of whether any Employment Liabilities in respect of such matters arise prior to, on or after the Completion Accounts Effective Time.

7.9 **Strike off Applications**

The Seller and the Seller Parent shall procure, as soon as reasonably practicable after the Original SPA Date having regard to the impact of COVID-19 (and in any event, no later than Completion), that the strike off applications against Lion/Gloria Midco Limited, Lion/Gloria Midco 2 Limited and Lion/Gloria Midco 3 Limited from the UK Companies House Register are discontinued.

7.10 **REACH Compliance**

From the Original SPA Date until Completion, the Seller and the Seller Parent shall use reasonable endeavours to implement the remediation actions identified in the Disclosure Documents in respect of its failure to comply with Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (as amended from time to time).

7.11 **Data Room USB**

The Seller shall, as soon as reasonably practicable after the Original SPA Date having regard to the impact of COVID-19 (and in any event, no later than Completion), deliver to each of the Purchaser and the Insurer, at an address nominated by them in writing, one or more USBs (as the Purchaser or the Insurer may reasonably require) containing the contents of the Data Room.

7.12 **Release of Security**

The Seller and the Seller Parent shall take, and shall procure any member of the Seller's Group takes, any commercially reasonable actions (including, without limitation, executing any documents and/or exercising its rights under the Credit Agreement) to require any collateral agent or similar person who is appointed thereunder to execute any documents necessary or desirable to effect on and from Completion the release of any security or other Encumbrance granted in connection with the Credit Agreement over any of the shares of any Relevant Group Entity and/or assets of the DivestCo Business.

7.13 **Danish Registration**

The Seller and the Seller Parent shall use their reasonable best efforts to procure, as soon as reasonably practicable after the Original SPA Date having regard to the impact of COVID-19 (and to the extent feasible, no later than Completion), that HFC Prestige International Denmark ApS becomes registered under the Danish Anti Money Laundering Act.

7.14 **Salon Financing Arrangements**

As soon as reasonably practicable following the Original SPA Date, the Seller and the Seller Parent shall use their reasonable best efforts to procure that no Relevant Group Entity enters into any new salon financing arrangement (whether a cash loan, listing fee, equipment or furniture loan, or sign-on fee arrangement) in any jurisdiction where doing so would be in breach of applicable laws and regulations governing the conduct or provision of financial services business activity (including without limitation any lending, banking, consumer credit, payments, investments, insurance or insurance distribution activity).

8. COMPLETION

8.1 Subject to Clause 5, Completion shall take place at the offices of the Seller's Solicitors (or such other location as the Parties may agree) on the Completion Date.

8.2 At Completion:

(a) the Seller shall comply with its obligations as specified in Part 1 of Schedule 2; and

(b) the Purchaser shall comply with its obligations as specified in Part 2 of Schedule 2.

8.3 **Breach of Completion Obligations**

Subject to Clause 5.3(a), if the obligations of the Purchaser or the Seller under Clause 8.2 and Schedule 2 are not complied with on the Completion Date in any material respect, the Seller (in the case of a default by the Purchaser) or the Purchaser (in the case of a default by the Seller) shall be entitled (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) by Notice to the Purchaser or the Seller as the case may be:

(a) to defer Completion until the last Business Day of the calendar month after the date that Completion would have otherwise occurred (so that the provisions of this Clause 8.3 shall apply to Completion as so deferred), provided that (x) the Parties shall not be entitled to defer Completion to any date falling after the first anniversary of the Original SPA Date, and (y) the Parties shall use all commercially reasonable endeavours to agree to proceed to Completion on an earlier date, on the basis of a mechanism by which the Completion Accounts Effective Time occurs on the last Business Day of the prior calendar month, and the DivestCo Group is held on a locked box basis from such time until the deferred Completion Date (and such other amendments to the Agreement as required to give effect to such arrangement);

(b) to require the Parties to proceed to Completion as far as practicable, having regard to the defaults which have occurred (and without limiting the rights under this Agreement), and provided that the defaulting party shall use reasonable best endeavours to mitigate any defaults that have occurred; or

(c) subject to Completion having first been deferred at least once in accordance with Clause 8.3(a) and the Parties having used reasonable endeavours to effect Completion during that period, to terminate this Agreement by Notice to the Purchaser or the Seller as the case may be.

8.4 **Termination**

If this Agreement is terminated in accordance with Clause 8.3(c) (and without limiting any Party's rights and remedies, including the right to claim damages), all obligations of the Parties shall end (except for the Continuing Provisions) but all rights and liabilities of the Parties which have accrued before termination shall continue to exist. Save for the termination provisions set out in Clauses 5.3(a) and 8.3(c), there are no other circumstances in which a Party shall be entitled to terminate this Agreement.

8.5 **Payments**

(a) All amounts expressed to be payable to the Seller in cash pursuant to any provision of this Agreement shall be paid to the Seller's Nominated Accounts and the receipt of each such amount in the Seller's Nominated Accounts shall be an absolute discharge to the Purchaser of the obligation to pay such amount and the Purchaser shall not be concerned to see to the application of any such amount thereafter.

(b) All amounts expressed to be payable to the Purchaser in cash pursuant to any provision of this Agreement shall be paid to an account nominated by the Purchaser to the Seller in writing prior to such payment and the receipt of each such amount in such account shall be an absolute discharge to the Seller of the obligation to pay such amount and the Seller shall not be concerned to see to the application of any such amount thereafter.

8.6 **Repayment of Separation Loan Notes**

Immediately following Completion, on receipt by the Company or another DivestCo Group Company of the Initial Principal Amount, or on receipt by US Divestco of the US DivestCo Debt, each Party shall procure that such amounts are applied by the DivestCo Group Companies that are borrowers under the Separation Loan Notes to repay the outstanding balance of such Separation Loan Notes to any RemainCo Group Companies that are lenders thereunder.

8.7 **Settlement of Inter-Company Loan Amounts**

Inter-Company Loan Amounts shall be settled in accordance with Schedule 11.

8.8 **Subsequent Sale and Transfer**

(a) As soon as reasonably practicable after Completion (and in any event within five (5) Business Days of Completion), the Seller and the Purchaser shall procure that the applicable members of the Seller's Group and the Purchaser's Group enter into, and duly execute, a sale and transfer agreement on substantially the terms set forth in Schedule 12 pursuant to which the relevant member of the Seller's Group sells and transfers the legal title in the German Real Estate to the Purchaser's Group. For the avoidance of doubt and notwithstanding any other provision in this Agreement (with the only exception being the first sentence of this Clause 8.8(a), which shall prevail), this Agreement shall not constitute a legal claim by any member of the Purchaser's Group against the member(s) of the Seller's Group which own the German Real Estate to require the transfer of legal title in the German Real Estate, and no member of the Purchaser's Group shall have a legal claim against such member(s) of the Seller's Group to require the transfer of the legal title (*Anspruch auf Übereignung*) in the German Real Estate under this Agreement. The Seller and the Purchaser shall procure that the applicable members of the Seller's Group and the Purchaser's Group enter into and duly execute at Completion, a local (interim) usage agreement pursuant to the terms set forth in Schedule 12.

(b) As soon as reasonably practicable after Completion (and in any event within one (1) Business Day of Completion), the Seller and the Purchaser shall procure that the applicable members of the Seller's Group and the Purchaser's Group enter into, and duly execute such Separation Deliverables as are required for the relevant member of the Seller's Group to sell and transfer the legal and beneficial title to the entire issued share capital of Wella UK Ltd. to Wella UK Holdings Ltd. (or such other member of the DivestCo Group as nominated by the Purchaser with the prior written consent of the Seller (which consent shall not be unreasonably withheld or delayed)).

(c) As soon as reasonably practicable after Completion (and in any event within one (1) Business Day of Completion), the Seller and the Purchaser shall procure that the applicable members of the Seller's Group and the Purchaser's Group enter into, and duly execute a Local Implementation Agreement pursuant to which the relevant member of the Seller's Group sells and transfers the Irish DivestCo Business of Coty UK&I Ltd to Wella UK Ltd. (or such other member of the Purchaser's Group as nominated by the Purchaser with the prior written consent of the Seller (which consent shall not be unreasonably withheld or delayed)).

8.9 **Operational Handover**

On the Completion Date, regardless of when Completion occurs on such date, if requested by the Purchaser in writing, the Seller shall (to the extent such request is reasonable) perform or procure that the Seller's Group performs the operational aspects of the DivestCo Business (including the maintenance of payroll and bank accounts of the DivestCo Business) in accordance with the Purchaser's instructions until the close of business in each local jurisdiction in which such operations are carried out. To the extent any payments are required to be made from the bank account of any member of the DivestCo Group after Completion but on the Completion Date in connection with the Transaction, the Seller shall promptly comply, or procure that the relevant members of the Seller's Group comply, with any reasonable instruction of the Purchaser to carry out such payments on the Completion Date, to the extent permissible under applicable law.

9. SELLER'S FUNDAMENTAL WARRANTIES

9.1 The Seller warrants to the Purchaser that the statements set out below were true and accurate as at the Original SPA Date (as if references to the Seller were references to the Original Seller), are true and accurate as the date of this Agreement and undertakes that they will be true and accurate at Completion as if they had been repeated at Completion:

(a) the Seller is the sole legal and beneficial owner of, and has the right to exercise all voting and other rights over, and is entitled to sell and transfer the full legal and beneficial ownership of, the Sale Securities;

(b) save in respect of any Encumbrances which are to be discharged on Completion, there is no Encumbrance on any of the Sale Securities being sold by the Seller;

(c) the Sale Securities comprise the entire issued and allotted share capital of the Company, have been properly and validly issued and allotted and are each fully paid;

(d) the Seller has the full legal right, power and authority to execute, deliver and perform the Transaction Documents to which the Seller is a party (the "**Seller's Completion Documents**");

(e) the Seller's Completion Documents will, when executed by the Seller, constitute legal, valid and binding obligations of the Seller in accordance with their respective terms;

(f) the execution, delivery and performance by the Seller of its obligations under the Seller's Completion Documents will not:

(i) result in a breach of any provision of the memorandum or articles of association, by-laws or equivalent constitutional document of the Seller;

(ii) result in a breach of, or constitute a default under, any agreement or instrument to which the Seller is a party or by which the Seller is bound and which is material in the context of the Transaction; or

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Seller is a party or by which it is bound and which is material in the context of the Transaction;

(g) the Seller is validly existing and is duly incorporated and registered under the law of its jurisdiction of incorporation;

(h) the Seller is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to effect any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them;

(i) there is no injunction that might prevent or delay the transfer of any part of the DivestCo Business on Completion in the manner contemplated by the Transaction Documents;

(j) at Completion, the DivestCo Group shall legally and beneficially own or otherwise have a valid right to use (including pursuant to any Transitional Services Agreement) all rights, properties, assets, facilities and services which are necessary for the Purchaser's Group to carry on the business of the DivestCo Business on or after Completion, in the places and substantially in the manner in which it is carried on immediately prior to Completion, other than any rights, properties, assets, facilities and services which will not be transferred or provided to the Purchaser's Group on Completion pursuant to the Separation Agreement and the documents entered into thereto, in which case the Purchaser's Group shall receive:

(i) access to, and the economic benefit of, the Excluded Transacting Assets in respect of each DivestCo Group Transitional Transaction Entity on and subject to the terms of clause 3 of the Separation Agreement; and/or

(ii) at the Delayed Transfer Time, the legal and beneficial title to such Excluded Transacting Assets, on and subject to the terms of clause 3 of the Separation Agreement; and

(k) no member of the DivestCo Group nor the DivestCo Business depends in any material respect on the use of assets owned, or facilities and services provided by, any member of the Seller's Group (or any third party) which will not be transferred to a member of the Purchaser's Group on Completion or provided to them pursuant to the Separation Agreement and the documents entered into thereto (save for the Excluded Services (as such term is defined in the Separation Agreement) and any services which are otherwise expressly excluded (or will not be transferred or provided to the Purchaser's Group on Completion) in the Separation Blueprint or pursuant to the Separation Agreement and the documents entered into thereto (including the Transitional Services Agreement, the Manufacturing Agreements and the IP Cross-Licence)).

9.2 Unless expressly provided in this Agreement, each of the Seller's Fundamental Warranties shall be separate and independent and shall not be limited by reference to any other provision in in this Agreement.

10. SELLER PARENT'S FUNDAMENTAL WARRANTIES

10.1 The Seller Parent warrants to the Purchaser that the statements set out below were true and accurate as at the Original SPA Date, are true and accurate as at the date of this Agreement and undertakes that they will be true and accurate at Completion as if they had been repeated at Completion:

(a) the Seller Parent has the full legal right, power and authority to execute, deliver and perform the Transaction Documents to which the Seller Parent is a party (the "**Seller Parent's Completion Documents**");

(b) the Seller Parent's Completion Documents will, when executed by the Seller Parent, constitute legal, valid and binding obligations of the Seller Parent in accordance with their respective terms;

(c) the execution, delivery and performance by the Seller Parent of its obligations under the Seller Parent's Completion Documents will not:

(i) result in a breach of any provision of the memorandum or articles of association, by-laws or equivalent constitutional document of the Seller Parent;

(ii) result in a breach of, or constitute a default under, any agreement or instrument to which the Seller Parent is a party or by which the Seller Parent is bound and which is material in the context of the Transaction; or

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Seller Parent is a party or by which it is bound and which is material in the context of the Transaction;

(d) the Seller Parent is validly existing and is duly incorporated and registered under the law of its jurisdiction of incorporation;

(e) the Seller Parent is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to effect any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them; and

(f) the board of the Seller Parent has taken all necessary actions to ensure that no restrictions included in any "control share acquisition," "fair price," "moratorium," "business combination" or other state anti-takeover law (including Section 203 of the Delaware General Corporation Law, as amended, supplemented or restated from time to time) is, or at Completion will be, applicable to the Transaction.

10.2 Unless expressly provided in this Agreement, each of the Seller Parent's Fundamental Warranties shall be separate and independent and shall not be limited by reference to any other provision in in this Agreement.

11. SELLER'S BUSINESS WARRANTIES

11.1 The Seller warrants to the Purchaser that each of the Seller's Business Warranties and the ABC/Sanctions Warranties were true and accurate as at the Original SPA Date (as if references to the Seller were references to the Original Seller).

11.2 Each of the Seller's Business Warranties and the ABC/Sanctions Warranties is given subject to:

(a) the matters being Disclosed in the Disclosure Documents; and

(b) any limitations, exceptions or exclusions expressly provided for in Clause 12.

11.3 Where the expression "so far as the Seller is aware" or any similar expression is used in any of the Seller's Business Warranties or the ABC/Sanctions Warranties, such expression shall mean the knowledge and belief of the Seller, which knowledge and belief shall be interpreted to extend to those facts, matters and circumstances of which the following individuals are actually aware (and, in respect of the warranties set out in paragraphs 9.8 to 9.12 (inclusive) of Schedule 5, having made reasonable enquiries of Michelle Levin (Associate GC Digital and Privacy) and, in respect of the warranties set out in paragraph 8 of Schedule 5, having made reasonable enquiries of John Lankhof, Max Morini and Tim Moore): Thomas Wright Jr. (SVP Corporate Legal (Interim Consumer Beauty General Counsel)), Herminie Simonetta (SVP & GC Professional Beauty & Europe), Pierre-André Terisse, Sylvie Moreau (Coty Professional Beauty Division President), Joseph Conklin (SVP & Global Deputy General Counsel), Eloise Verde-Delisle (VP Global Employment & Labour), Philippe Georges (CFO Professional Beauty & PB Waves lead), Peter Coles (Chief Scientific Officer), Juliana Rodrigues (Compliance Director – Americas), Mario Bramante (Senior Director Regulatory Affairs).

11.4 Each of the Seller's Business Warranties and ABC/Sanctions Warranties shall be construed as separate and independent and (unless expressly provided to the contrary) shall not be limited by the terms of or by reference to any of the other Seller's Business Warranties and ABC/Sanctions Warranties.

11.5 In respect only of the ABC/Sanctions Warranties which are not covered, recoverable or likely to be recovered by the Purchaser under the Warranty Insurance Policy (having used commercially reasonable endeavours to so recover under the Warranty Insurance Policy and according to an opinion given by external counsel), the Purchaser confirms that as at the Original SPA Date, save for any matters being Disclosed, the Purchaser is not actually aware of any fact or circumstance which would constitute a breach of any ABC/Sanctions Warranties as at the Original SPA Date. For the purposes of this Clause 11.5, the Purchaser's awareness or the awareness of the Purchaser shall be deemed to be references to the actual awareness of Justin Lewis-Oakes, Aileen Yan and Simon Bouchard.

12. TAX COVENANT

The provisions of Schedule 6 (*Tax Covenant*) shall be effective from the Completion Date.

13. LIMITATIONS OF LIABILITY

13.1 **Maximum Liability**

(a) Notwithstanding any other provisions of this Agreement:

(i) the aggregate liability of the Seller in respect of all Business Warranty Claims and Tax Covenant Claims (save for any Excluded Tax Covenant Claims), together with all legal and other professional fees and expenses payable in respect of such Claims, shall be US$ 1;

(ii) the aggregate liability of the Seller in respect of all Seller Recourse Claims, together with all legal and other professional fees and expenses payable in respect of such Claims, shall be US$ 500,000,000; and

(iii) the Purchaser confirms that its sole recourse for any Business Warranty Claim and Tax Covenant Claim (save for any Excluded Tax Covenant Claims) shall be against the Warranty Insurance Policy and accordingly, the Purchaser shall have no right to, and shall not instigate or pursue any claim, proceeding, suit or action against the Seller in respect of any Business Warranty Claim or Tax Covenant Claim (other than Excluded Tax Covenant Claims). The Parties acknowledge and agree that the Company shall be fully liable for any retention amount under the Warranty Insurance Policy,

in each case, save as in the case of fraud or wilful concealment of the Seller.

(b) Notwithstanding anything to the contrary in this Agreement, the Purchaser confirms that any and all Fundamental Warranty Claims and ABC/Sanctions Warranties (other than any Sufficiency of Assets Warranty Claim) shall be against the Warranty Insurance Policy (and not against the Seller or the Seller Parent) save to the extent not covered, recoverable or (having used commercially reasonable endeavours to so recover under the Warranty Insurance Policy and according to an opinion given by external counsel) likely to be recovered by the Purchaser under the Warranty Insurance Policy, including:

(i) any individual Fundamental Warranty Claim (other than any Sufficiency of Assets Warranty Claim) or ABC/Sanctions Warranty Claim where the loss or liability in respect of such Fundamental Warranty Claim (other than any Sufficiency of Assets Warranty Claim) (or series of such claims), ABC/Sanctions Warranty Claim (or series of such claims) is equal to or less than the relevant de minimis claim amount prescribed in the Warranty Insurance Policy (the "**De Minimis Claim Amount**" and any such Fundamental Warranty Claim, ABC/Sanctions Warranty Claim or Sufficiency of Assets Warranty Claim a "**De Minimis Claim**") and therefore cannot be recovered under the insurance coverage under the Warranty Insurance Policy; and

(ii) any Fundamental Warranty Claim (other than any Sufficiency of Assets Warranty Claim) or ABC/Sanctions Warranty Claim to the extent that the aggregate liability for all Fundamental Warranty Claims (other than any Sufficiency of Assets Warranty Claim) or ABC/Sanctions Warranty Claims exceeds the total liability cap under the Warranty Insurance Policy and therefore cannot be fully recovered under the insurance coverage under the Warranty Insurance Policy ("**Exceeding Fundamental Warranty Claim**"),

in which case such Fundamental Warranty Claim (other than any Sufficiency of Assets Warranty Claim) or ABC/Sanctions Warranty Claim, subject to Clause 13.1(c), may be directed towards the Seller or the Seller Parent (in the case of the Seller Parent's Fundamental Warranties only), but only for the De Minimis Claim Amount in respect of any De Minimis Claim or the amount by which the Exceeding Fundamental Warranty Claim actually exceeds the total liability cap under the Warranty Insurance Policy in respect of any Exceeding Fundamental Warranty Claim, provided that the Purchaser shall not be entitled to claim any amounts from the Seller or the Seller Parent to the extent such amounts have been recovered by the Purchaser under the Warranty Insurance Policy.

(c) Without prejudice to Clause 31.3, the aggregate liability of the Seller and the Seller Parent (and other members of the Seller's Group) in respect of all Claims and any breach of or under any Relevant Transaction Document for which the Seller or the Seller Parent (or any other member of the Seller's Group) is liable (including all legal and other professional fees and expenses payable by the Seller and the Seller Parent (and other members of the Seller's Group as applicable) in respect of all such Claims and breaches) shall not exceed an amount, in aggregate, equal to the Aggregate Amount.

(d) Without prejudice to Clause 31.3, the aggregate liability of the Purchaser (and other members of the Purchaser's Group) in respect of all Claims (including any Counter Covenant Claims) and any breach of or under any Relevant Transaction Document for which the Purchaser (or any other member of the Purchaser's Group) is liable (including all legal and other professional fees and expenses payable by the Purchaser (and other members of the Purchaser's Group as applicable) in respect of all such Claims and breaches) shall not exceed an amount, in aggregate, equal to the Aggregate Amount.

13.2 **Time Limitations**

(a) Neither the Seller nor the Seller Parent, as applicable, shall be liable in respect of any Claim unless a Notice specifying (in reasonable detail, to the extent available) the matter(s) which gives rise to the Claim, the nature of the claim and (if practicable) the amount claimed in respect thereof is given by or on behalf of the Purchaser to the Seller or the Seller Parent, as the case may be, as soon as reasonably practicable after the Purchaser becomes aware of the Claim (provided that any delay by the Purchaser in giving such Notice after the Purchaser becomes aware of a Claim shall only exculpate the Seller or the Seller Parent, as the case may be, from any liability for such Claim to the extent such delay increases the Seller's liability for such Claim) and in any event:

(i) in the case of a claim for breach of Clause 7, by no later than nine (9) months from the end of the financial year in which the Completion Date occurs;

(ii) in the case of a Fundamental Warranty Claim, Tax Warranty Claim or Tax Covenant Claim, by no later than seven (7) years from the Completion Date; and

(iii) in the case of a Business Warranty Claim, an ABC/Sanctions Warranty Claim or a Sufficiency of Assets Warranty Claim (other than a Tax Warranty Claim), by no later than three (3) years from the Completion Date.

(b) The Purchaser shall not be liable in respect of any Counter Covenant Claim unless a Notice specifying (in reasonable detail, to the extent available) the matter(s) which gives rise to the Claim, the nature of the claim and (if practicable) the amount claimed in respect thereof is given by or on behalf of the Seller to the Purchaser by no later than seven (7) years from the Completion Date.

(c) Any Claim notified pursuant to Clause 13.2(a) or Clause 13.2(b) shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn unless legal proceedings in respect of it have been properly issued and validly served within six (6) months of such Notice being given to the Seller, the Seller Parent or Purchaser as the case may be (as required by Clause 13.2(a) or Clause 13.2(b)) or, in the case of any contingent liability, within six (6) months after such contingent liability becomes an actual liability and is due and payable.

13.3 **Remedy**

Other than in respect of a breach of the provisions of Clause 17, where a Party seeks to claim injunctive relief, and without prejudice to the rights set out in Clauses 5.3 and 8.3, each Party agrees that it shall not be entitled to make any Claim (whether for damages or otherwise): (a) unless it has given a Notice to the other Party of the Claim; and (b) where the fact, matter, event or circumstances giving rise to such Claim is remediable and is remedied (at no cost to the Party making the Claim) within thirty (30) days of the date on which Notice of such Claim is served.

13.4 **Duty To Mitigate**

Each Party shall procure that all commercially reasonable steps are taken to avoid or mitigate any loss or damage in respect of any Claim (other than a Fundamental Warranty Claim (but including for the avoidance of doubt a Sufficiency of Assets Warranty Claim), Business Warranty Claim or Tax Covenant Claim) against the other Parties.

13.5 **Contingent Liabilities**

No Party shall be liable in respect of any Claim (except a Business Warranty Claim) which is contingent unless and until such contingent liability becomes an actual liability and is due and payable, but each Party shall have the right to give notice of such Claim under Clause 13.2(b) before such time and specifying the matters set out in Clause 13.2(a).

13.6 **Other Compensation**

(a) Neither the Seller nor the Seller Parent shall be liable in respect of any Claim to the extent that the subject of such Claim has been made or is made good or is otherwise compensated for without cost to any member of the Purchaser's Group.

(b) The Purchaser shall not be liable in respect of any Claim to the extent that the subject of such Claim has been made or is made good or is otherwise compensated for without cost to any member of the Seller's Group (excluding, for the avoidance of doubt, any DivestCo Group Company).

13.7 **Losses**

No Party shall be liable under this Agreement in respect of any indirect or consequential losses (for the avoidance of doubt, losses due to a third party shall be considered a direct loss).

13.8 **Provisions**

The Seller shall not be liable in respect of any Business Warranty Claim, ABC/Sanctions Warranty Claim, Sufficiency of Assets Warranty Claim or Tax Covenant Claim if and to the extent that a specific allowance, provision or reserve in respect of the matter giving rise to the Business Warranty Claim or Tax Covenant Claim is made in the Completion Accounts.

13.9 **Acts of the Purchaser**

The Seller shall not be liable in respect of any Claim (other than an Excluded Tax Covenant Claim) to the extent that matters, facts or circumstances giving rise to such Claim would not have occurred but for:

(a) any voluntary act, omission or transaction of the Purchaser's Group after Completion, otherwise than in the ordinary course of business and excluding voluntary acts, omissions or transactions contemplated by the Transaction Documents or carried out pursuant to a legally binding commitment entered into before Completion;

(b) any voluntary act, omission or transaction of the Seller or the Seller Parent taken prior to Completion with the prior written consent, or at the written direction of the Purchaser (including any consent sought and received pursuant to Clause 7.2, provided that the Purchaser is given sufficient details to enable a reasonable purchaser to identify the nature, scope and order of magnitude of the potential loss or liability that may arise as a result of giving such consent);

(c) the Purchaser's failure to comply with the terms of Clause 13.4; or

(d) any change in the accounting and/or tax principles or practices of the Purchaser's Group introduced after Completion (save for any such change required or necessitated by a change in law, regulation, generally accepted accounting principles or a change in the published practice of any Taxation Authority or other fiscal, monetary or regulatory authority or a change required to remedy a position which previously was incorrectly taken).

13.10 **Changes in Law**

No Party shall be liable in respect of any Tax Covenant Claim (other than a Secondary Tax Covenant Claim), ABC/Sanctions Warranty Claim or Sufficiency of Assets Warranty Claim if and to the extent that matters, facts or circumstances giving rise to such Claim would not have occurred but for:

(a) any change in law or regulation or in its interpretation or administration by the courts in any jurisdiction, by a Taxation Authority or by any other fiscal monetary or regulatory authority;

(b) any change in the published practice of a Taxation Authority; or

(c) any increase in the rates of Taxation,

in each case, which take place following Completion (except to the extent announced prior to Completion) and whether or not that change or increase purports to be effective retrospectively in whole or in part.

13.11 **No Double Recovery**

No Party shall be entitled to recover damages or obtain payment, reimbursement or restitution more than once in respect of any loss under or in connection with this Agreement.

13.12 **Sufficiency of Assets Warranties Cure Period**

The Purchaser shall not be entitled to make a Sufficiency of Assets Warranty Claim unless and until the Seller has failed to cure and remedy the matter(s) giving rise to such Claim within thirty (30) Business Days after the Seller has received a Notice specifying (in reasonable detail, to the extent available) such matter(s), the nature of the claim and (if practicable) the amount claimed in respect thereof.

13.13 **Waiver of Rights of Rescission**

Without prejudice to the rights set out in Clauses 5.3 and 8.3, notwithstanding that a Party becomes aware at any time that there:

(a) has been a breach of any provision of this Agreement; or

(b) may be a claim against the Seller, the Seller Parent or the Purchaser in connection with this Agreement or any other Transaction Document,

no Party shall be entitled to terminate or rescind this Agreement or treat this Agreement as terminated and shall only be entitled to claim damages in respect of such matter and, accordingly, each Party waives all and any rights to terminate or rescind this Agreement it may have in respect of any such matter (howsoever arising or deemed to arise), other than any such rights arising in respect of dishonesty, fraud, wilful misconduct or wilful concealment of the other Parties.

13.14 **Waiver of Rights**

(a) The supply of information by any member of the Purchaser's Group (including any of their employees, directors, agents, officers, representatives, members, partners or advisers) to the Seller or any of its agents, representatives or advisers in connection with the Seller's Fundamental Warranties, the Business Warranties or the Tax Covenant, save in the case of fraud, shall not be treated as a representation, warranty or guarantee of the accuracy thereof to the Seller or any member of the Seller's Group.

(b) The Seller, for itself and as agent and trustee for each member of the Seller's Group, hereby warrants and undertakes to the Purchaser and each Purchaser Group Company and their respective employees, directors, agents, officers, representatives, members, partners and advisers (each a "**Purchaser Relevant Person**") that other than as set out in the Transaction Documents or any other direct contractual obligation existing between the Seller and the Purchaser Relevant Person, and in the absence of fraud, it (and each member of the Seller's Group):

(i) has no rights against (and waives any such rights it may have against); and

(ii) may not make a claim (whether in equity, contract or tort (including negligence), under the Misrepresentation Act 1967 or in any other way) against (and waives any claim it may have against),

any Purchaser Relevant Person in connection with the Transaction.

14. PURCHASER'S WARRANTIES AND UNDERTAKINGS

14.1 The Purchaser warrants to the Seller and the Seller Parent that the statements set out below were true and accurate as at the Original SPA Date, are true and accurate as at the date of this Agreement and undertakes that they will be true and accurate at Completion as if they had been repeated at Completion:

(a) the Purchaser is a company validly existing and duly incorporated under the laws of its jurisdiction of incorporation;

(b) the Purchaser has the full legal right, power and authority to execute, deliver and perform the Transaction Documents to which it is a party (the "**Purchaser's Completion Documents**");

(c) the Purchaser's Completion Documents will, when executed by the Purchaser, constitute lawful, valid and binding obligations of the Purchaser in accordance with their respective terms;

(d) the Purchaser is not insolvent or bankrupt under the laws of its jurisdiction of incorporation, is not unable to pay its debts as they fall due and has not proposed or is not liable to effect any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them;

(e) the execution, delivery, and performance by the Purchaser of its obligations under the Purchaser's Completion Documents will not:

(i) result in a breach of any provision of the memorandum or articles of association, by-laws or equivalent constitutional document of the Purchaser;

(ii) result in a breach of, or constitute a default under, any instrument to which the Purchaser is a party or by which the Purchaser is bound and which is material in the context of the Transaction;

(iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which the Purchaser is bound and which is material in the context of the Transaction; or

(iv) require the Purchaser to obtain any consent or approval of, or give any notice to or make any registration with, any governmental or other authority which has not been obtained or made at the Original SPA Date both on an unconditional basis and on a basis which cannot be revoked (provided that this Clause 14.1(e)(iv) shall not extend to those consents or approvals from anti-trust, governmental or regulatory authorities referred to in Clause 5.1);

(f) the Purchaser is acting as principal and not as agent or broker for any other person and no person other than the Purchaser will be interested in the Sale Securities. For the purposes of this paragraph the word "interested" shall bear the same meaning as in part 22 of the Companies Act;

(g) the Purchaser has (and at Completion will have) on an unconditional basis the necessary cash resources, equity commitments, debt financing commitments and/or definitive fundable loan agreements from its financing sources which together are sufficient to meet its payment obligations under this Agreement and the Purchaser's Completion Documents;

(h) the Purchaser Debt Finance Documents are in full force and effect and are the legal, valid, binding and enforceable obligations of each of the other Parties thereto; and

(i) no default or event preventing the Purchaser to draw down financing under the Purchaser Debt Finance Documents has occurred and there is no condition precedent not able to be satisfied nor any event or circumstance in existence which could reasonably be expected to constitute such a default or draw stop event or result in any condition precedent not being satisfied which would enable the financing entities party to the Purchaser Debt Finance Documents to refuse to advance funds under such documents on Completion.

14.2 **Purchaser Financing Undertakings**

(a) The Purchaser undertakes to the Seller and the Seller Parent that it will not (and will procure that no member of the Purchaser's Group will), without the prior written consent of the Seller and the Seller Parent, change, vary or amend the provisions of the Purchaser Debt Finance Documents or allow the commitments of the Credit Parties (as defined in the Purchaser Debt Commitment Letters) under the Purchaser Debt Commitment Letters to lapse, in each case, in any manner which would adversely affect the Purchaser's ability to fulfil its payment obligations pursuant to this Agreement (provided that the foregoing shall not restrict the Purchaser from arranging replacement financing ("**Replacement Financing**") in the period between the Original SPA Date and Completion, provided that (i) such Replacement Financing provides for "certain funds" and does not adversely affect the Purchaser's ability to fulfill its payment obligations pursuant to this Agreement), and (ii) to the extent that such Replacement Financing would require the consent of the Seller under the Shareholders' Agreement after Completion, the Seller has consented to such Replacement Financing).

(b) As promptly as practicable following entry into any Replacement Financing, the Purchaser shall deliver to the Seller a copy of the duly executed Purchaser Debt Finance Document (including a copy of any duly executed facilities agreement (or equivalent document) and any related condition precedent satisfaction letters.

(c) The Purchaser undertakes to the Seller that between the Original SPA Date and the date of Completion, it shall exercise its rights pursuant to the Purchase Debt Finance Documents to draw down all funds thereunder as may be required by the Purchaser to fulfil its payment obligations pursuant to this Agreement.

14.3 **Waiver of Rights**

The Purchaser, for itself and as agent and trustee for each member of the Purchaser's Group, hereby warrants and undertakes to the Seller, the Seller Parent and each of their respective Affiliates and their respective employees, directors, agents, officers, representatives, members or partners (each a "**Seller Relevant Person**") that other than as set out in the Transaction Documents or any other direct contractual obligation existing between the Purchaser and the Seller Relevant Person, and in the absence of fraud, the Purchaser (and each member of the Purchaser's Group):

(a) has no rights against (and waives any rights it may have against); and

(b) may not make a claim (whether in equity, contract or tort (including negligence), under the Misrepresentation Act 1967 or in any other way) against (and waives any claim it may have against),

any Seller Relevant Person in connection with the Transaction.

14.4 **No Representation**

(a) The Purchaser acknowledges that, except where specifically otherwise provided, no representation or warranty has been made as to the accuracy or completeness of any of the information provided in relation to the DivestCo Business by the Seller or the Seller Parent, each of their respective Affiliates, nor any of their respective representatives and agents.

(b) The Purchaser undertakes, during the term of the Warranty Insurance Policy: (i) not to rescind or terminate the Warranty Insurance Policy; (ii) not to agree to amend the Warranty Insurance Policy in a manner which would increase the liability of the Seller or the Seller Parent under the Transaction Documents without the Seller Parent's prior written approval; and (iii) not to assign the Warranty Insurance Policy (except that the Purchaser may pledge its rights under the Warranty Insurance Policy for the purpose of financing the Transaction).

14.5 **French Contribution**

(a) The parties agree that, to the extent that Coty France SAS contributes after Completion but prior to the Cut-Off Time, an additional contribution amount paid in cash (the "**Additional French Contribution Amount**") to Wella France SAS on account of a negative balance arising in respect of the contribution of all or a part of the French Business, where the "Definitive Value of the Contribution" is less than the "Estimated Real Value of the Contribution", the Purchaser shall procure that a member of the Purchaser Group (including the DivestCo Group) shall reimburse to the Seller, by no later than the date on which a payment under Clause 4.5 is paid by either the Seller or the Purchaser, an amount equal to:

(i) the Additional French Contribution Amount, to the extent such amounts are paid by Coty France SAS by way of an equity injection and there is no obligation on any member of the DivestCo Group to repay the Additional French Contribution Amount (other than pursuant to this Clause 14.5);

(ii) ***less***, any portion of the Additional French Contribution Amount that is Trapped Cash (which for the purposes of this Clause 14.5 shall assume the cash was received at the Separation Effective Time as cash); and

(iii) ***less***, any Taxes required to be deducted or withheld with respect to such payment under applicable law.

15. SELLER PARENT GUARANTEE

15.1 The Seller Parent as primary obligor (and not as a surety) unconditionally and irrevocably:

(a) guarantees by way of continuing guarantee to the Purchaser the due and punctual performance by the Seller of its obligations under or pursuant to this Agreement;

(b) agrees that if the Seller fails to make any payment when it is due under or pursuant to this Agreement, the Seller Parent shall on demand pay (or procure the payment of) that amount to the Purchaser.

15.2 The Seller Parent unconditionally and irrevocably agrees to indemnify (and keep indemnified) the Purchaser on demand against any loss, liability or cost incurred by the Purchaser as a result of any obligation of the Seller referred to in Clause 15.1(a) being or becoming void, voidable or unenforceable as against the Seller. The amount of the loss, liability or cost shall be equal to the amount which the Purchaser would otherwise have been entitled to recover from the Seller.

15.3 Each payment to be made by the Seller Parent under this Clause 15 shall be made in the currency in which the relevant amount is payable by the Seller, and shall be made in full without any set-off, restriction, condition or counterclaim.

15.4 The Seller Parent's obligations under this Clause 15 shall not be affected by:

(a) the dissolution, amalgamation, reconstruction or insolvency (including any inability to pay debts) of, any creditors' voluntary arrangement in respect of or analogous proceedings, change in the constitution or control, merger or consolidation with any person of, the Seller; or

(b) any disability, incapacity, or other impediment to the Seller's capacity to contract or perform.

15.5 The Seller Parent's obligations under this Clause 15 shall not be affected by any matter or thing which, but for this provision, might operate to affect or prejudice those obligations, including without limitation:

(a) any time, waiver, consent or indulgence granted to, or composition with, the Seller or any other person;

(b) the taking, variation, renewal or release of, or neglect to perfect or enforce this Agreement or any right, guarantee, remedy or security from or against the Seller or any other person; or

(c) any unenforceability or invalidity of any obligation of the Seller, so that this Clause 15 shall be construed as if there were no such unenforceability or invalidity,

provided that, nothing in this Clause 15.5 shall give rise to the Seller Parent's obligations under this Clause 15 extending beyond the Seller's obligations under this Agreement (as affected by any such matter or thing).

15.6 Subject to Clause 13.1(a)(iii) and Clause 13.1(b), the Seller Parent waives any right it may have of first requiring the Purchaser (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from the Seller before claiming from the Seller Parent under this Clause 15. This waiver applies irrespective of any law or any provision of this Agreement or other Transaction Document.

16. EMPLOYEE MATTERS

16.1 **Employee Notice and Consultation Jurisdictions**

(a) The Parties acknowledge that under:

(i) French labor laws the works council (*comité social et economique*) of Coty France S.A.S. will need to be informed and consulted with respect to the proposed separation and sale of the French Business; and

(ii) Dutch labor laws, the works council of Coty Netherlands B.V. will need to be informed and consulted with respect to the proposed separation and sale of the Dutch Business, and the provisions of the Social and Economic Council Merger Regulation for the protection of employees (SER-Besluit Fusiegedragsregels 2015) will need to be complied with,

in each case before the Seller and the Seller Parent can agree to carry out the Separation or the Transaction to the extent that they apply to the French Business or the Dutch Business respectively. The Seller and the Seller Parent shall use reasonable best efforts to enable the Completion of the French Consultation and the Completion of the Dutch Consultation as soon as reasonably practicable.

(b) Notwithstanding anything to the contrary in this Agreement unless and until:

(i) the Seller has executed and delivered to the Purchaser the French Acceptance Notice, the French Business will not be subject to the Separation Agreement and will be excluded from the DivestCo Business in the manner provided for in clause 3 of the Separation Agreement; and

(ii) the Seller has executed and delivered to the Purchaser the Dutch Acceptance Notice, the Dutch Business will not be subject to the Separation Agreement and will be excluded from the DivestCo Business in the manner provided for in clause 3 of the Separation Agreement.

(c) The Purchaser has irrevocably offered to acquire the French Business as contemplated by this Agreement and the Separation Agreement on the terms and conditions set forth in the French Offer Letter, and to have the provisions of the Transaction Documents apply to the French Business following completion of the consultation process described in Clause 16.1(a)(i) (the "**Completion of the French Consultation**"). Conditional upon and following the Completion of the French Consultation, and subject to Clause 14.1(e), Seller shall promptly deliver to the Purchaser the executed French Acceptance Notice and, upon receipt by the Purchaser of the French Acceptance Notice, the French Business will be subject to the Separation Agreement and included in the DivestCo Business in the manner provided for in clause 3 of the Separation Agreement. The Parties agree that the payment by the Purchaser or any member of the Purchaser's Group of any amounts to the Seller or any Seller's Group Company under or pursuant to the French Offer Letter and French Acceptance Notice (including any sale and purchase agreement entered into thereto) shall reduce the Purchaser's obligation to pay the Initial Principal Amount to the Seller under this Agreement on a US$ for US$ basis.

(d) The Purchaser has irrevocably offered to acquire the Dutch Business as contemplated by this Agreement and the Separation Agreement on the terms and conditions set forth in the Dutch Offer Letter, and to have the provisions of the Transaction Documents apply to the Dutch Business following completion of the consultation process described in Clause 16.1(a)(ii) (the "**Completion of the Dutch Consultation**"). Conditional upon and following the Completion of the Dutch Consultation, and subject to Clause 14.1(e), Seller shall promptly deliver to the Purchaser the executed Dutch Acceptance Notice and, upon receipt by the Purchaser of the Dutch Acceptance Notice, the Dutch Business will be subject to the Separation Agreement and included in the DivestCo Business in the manner provided for in clause 3 of the Separation Agreement. The Parties agree that the payment by the Purchaser or any member of the Purchaser's Group of any amounts to the Seller or any Seller's Group Company under or pursuant to the Dutch Offer Letter and Dutch Acceptance Notice (including any sale and purchase agreement entered into thereto) shall reduce the Purchaser's obligation to pay the Initial Principal Amount to the Seller under this Agreement on a US$ for US$ basis.

(e) If, as a result of the Applicable Consultation Processes, changes to this Agreement, the Separation Agreement, any other Transaction Document, the French Acceptance Notice, the Dutch Acceptance Notice or the applicable Local Implementation Agreement(s), or further arrangements in connection with the Transaction, are considered necessary by either Party, the Seller, the Seller Parent and the Purchaser shall consult with the other Party in relation to (i) any such changes; or (ii) any such further arrangements (if any) that are appropriate, in each case in accordance with the terms and conditions set forth in the French Offer Letter and/or Dutch Offer Letter (as applicable).

(f) The Seller and the Purchaser shall reasonably cooperate with each other in connection with the Applicable Consultation Processes and any other Employee Consultation Process that applies in respect of the Separation and the Transaction and, subject to Clause 16.1(g) below, such reasonable cooperation shall include, in each case:

(i) the Purchaser providing its response to a request for any Employee Consultation Information as soon as reasonably practicable following receipt of a request in writing from the Seller, but in any event, in the case of its response to the Request for Initial Employee Consultation Information no later than ten (10) Business Days after the Original SPA Date;

(ii) the Purchaser providing as soon as reasonably practicable after receipt of a request from the Seller, any other information and documentation:

(A) that the Seller reasonably requires relating to the Purchaser or the Purchaser's Group, the expected consequences for employees working in the DivestCo Business, and the measures envisaged by the Purchaser for dealing with such consequences; or

(B) which is otherwise reasonably requested by the Seller in respect of or for the purpose of the Employee Consultation Process;

(iii) the Purchaser's participation in such meetings with any Employee Representatives in the course of the Employee Consultation Process as may be reasonably required to comply with the Transfer Regulations or any other applicable law or as the Seller might reasonably require;

(iv) the Purchaser nominating a key contact (the "**Purchaser's Global Representative**") who will be supported by one or more representative(s) to be the main contact(s) in key jurisdictions for the purposes of such Employee Consultation Processes (the "**Purchaser's Representatives**");

(v) the Seller keeping the Purchaser's Global Representative reasonably informed of the status of such consultation and any material developments with respect to or that might affect the Employee Consultation Process so far as they relate to the applicable part of the DivestCo Business or in respect of which the Purchaser may have any liability pursuant to this

Agreement or any other Transaction Document, and affording the Purchaser the opportunity to review all material communications forming part of such processes, and to participate in all meetings where it would be appropriate to do so, with the Seller and the Seller Parent acting reasonably and in good faith to consider any representations which Purchaser may have in relation to such material developments and material communications;

(vi) the Seller making all necessary and appropriate arrangements to inform and consult, or to procure that relevant members of the Seller's Group inform and consult, with employees and/or Employee Representatives of the DivestCo Business, to the extent required by and in accordance with applicable law or under any applicable Collective Agreement, as soon as reasonably practicable after the Original SPA Date, in order to enable completion of the Separation by the Separation Effective Time; and

(vii) the Parties agreeing not to take, or agreeing to take, any action that would be reasonably likely to prejudice a favourable and expeditious outcome of such processes and the Seller and the Seller Parent shall not, without the prior written consent of the Purchaser, which shall not be unreasonably withheld or delayed, enter into any material agreement or understanding with, or make any material commitment to, any employees or Employee Representatives.

(g) Where the Seller makes any request for Employee Consultation Information or other information and documentation, or a request for the Purchaser's participation in applicable processes, under Clause 16.1(f), the Seller shall make such request to the Purchaser's Global Representative (or such other Purchaser's Representative as he or she may nominate) in writing and such request shall (i) be made in good time to allow the Purchaser a reasonable opportunity to respond and/or prepare as the case may be and (ii) identify the context of the request and Applicable Consultation Process or other Employee Consultation Process to which the request relates.

(h) Notwithstanding Clause 16.1(e), if, as a result of any Employee Consultation Process, changes to this Agreement, the Separation Agreement, any other Transaction Document, or the applicable Local Implementation Agreement(s), or further arrangements in connection with the Transaction, are considered necessary by either Party, the Seller, the Seller Parent and the Purchaser shall discuss with the other Party in relation to:

(i) any such changes to this Agreement, the Separation Agreement, any other Transaction Document, or the applicable Local Implementation Agreement(s); or

(ii) any such further arrangements (if any) that are appropriate, in each case.

(i) Without the Purchaser's prior written consent, which shall not be unreasonably withheld or delayed, the Seller and the Seller Parent shall not enter into any agreement with, or make any commitment to, the relevant Employee Representative which would bind, or impose any obligation on, the Purchaser or any member of the Purchaser's Group after Completion; provided however that the Purchaser's consent shall not be required with respect to any matter affecting only the RemainCo Employees or any immaterial matters.

16.2 **Certain Pensions**

Schedule 10 of the Separation Agreement will apply in respect of the treatment of any accrued liabilities in relation to any DivestCo Transferred Entity, RemainCo Employee or Transferred DivestCo Employee and the continued participation of any Transferred DivestCo Employee in certain pensions administered or provided by the Seller's Group prior to the Completion Date.

17. CONFIDENTIALITY AND ANNOUNCEMENTS

17.1 **Announcements**

(a) With the exception of the Announcement which shall be made on the Original SPA Date (or on such other date as may be agreed), no announcement, communication or circular concerning the existence or provisions of this Agreement or any other Transaction Document shall be made or issued to be made by any Party or any Seller Parent's Affiliate or the Purchaser's Group (as applicable) without the prior written approval of the Purchaser (in the case of any announcement to be made by the Seller, the Seller Parent or any Seller's or Seller Parent's Affiliate) or the Seller Parent (in the case of any announcement to be made by the Purchaser or the Purchaser's Group) (such consent not to be unreasonably withheld or delayed).

(b) Clause 17.1(a) shall not prohibit:

(i) any announcement, communication or circular required to be made by any Party or Seller Parent's Affiliate or the Purchaser's Group (as applicable) by any law or any governmental or regulatory body, court order, by the rules of the New York Stock Exchange or the rules of any other relevant stock exchange or by any listing agreement with or rules of any applicable national securities exchange, trading market or listing authority or any contractual obligation, but then only to the extent so required and the Party with an obligation (or whose Affiliate has an obligation) to make an announcement or communication or issue a circular shall consult with the other Parties and take into account the other Parties' reasonable requests or comments insofar as is reasonably practicable before complying with such obligation; or

(ii) any communication regarding the Transaction between the Purchaser and its Affiliates and its Affiliates' investors and proposed investors (including any actual or prospective limited partners or potential equity financing sources) or disclosure of information regarding the Transaction on such person's website in the ordinary course of business and consistent with past practice.

17.2 **Confidentiality**

(a) The Confidentiality Undertaking shall cease to have any force or effect from the Original SPA Date, but without prejudice to any prior breaches of the Confidentiality Undertaking.

(b) Subject to Clause 17.1 and Clause 17.2(c), from the Original SPA Date to the date falling two (2) years following the Original SPA Date:

(i) each of the Parties shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into any Transaction Document which relates to:

(A) the existence or the provisions of any Transaction Documents; or

(B) the negotiations relating to any Transaction Documents;

(ii) the Seller and the Seller Parent shall, and shall procure that each member of the Seller's Group shall, following Completion, treat as strictly confidential and not disclose or use any information relating to the DivestCo Business following Completion and any other information relating to the business, financial or other affairs (including future plans and targets) of the Purchaser's Group; and

(iii) the Purchaser shall, and shall procure that each member of the Purchaser's Group shall, treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of the Seller, the Seller Parent or the Seller's or Seller Parent's Affiliates (excluding, from Completion, any matter in connection with the DivestCo Business); and

(iv) the Purchaser shall not, and shall procure that each member of the Purchaser's Group shall not, disclose any information relating to the business, financial or other affairs (including future plans and targets) of the DivestCo Business to The Hut Group or otherwise use any such information for the benefit of The Hut Group.

(c) Clause 17.2(b) shall not prohibit disclosure or use of any information if and to the extent:

(i) the disclosure or use is required to vest the full benefit of this Agreement in a Party;

(ii) the information is or becomes publicly available (other than by breach of the Confidentiality Undertaking prior to the Original SPA Date or any Transaction Document);

(iii) the Purchaser and the Seller Parent have given prior written approval to the disclosure or use;

(iv) the information is independently developed after Completion;

(v) the information was already in the possession of the Purchaser or any its Affiliates or any of their respective shareholders, partners, managers, investors, potential investors or professional advisors, from a source that, to the Purchaser's knowledge, does not owe a duty of confidentiality to the Seller or the Seller Parent with respect to such information;

(vi) the disclosure or use is required by law, any governmental or regulatory body (including HM Treasury and the UK Financial Investments Limited) or any recognised stock exchange on which the shares of any Party or any member of the Seller's Group or the Purchaser's Group are listed (including where this is required as part of any actual or potential offering, placing and/or sale of securities of that Party or any member of the Seller's Group or the Purchaser's Group);

(vii) the disclosure is made by the Seller, the Seller Parent or any of the Seller's or Seller Parent's Affiliates to current and/or prospective fund investors, trade press, industry bodies, professional intermediaries and otherwise as part of its normal internal or external reporting processes and communication processes and policies, provided such recipient undertakes to comply with the provisions of this Clause 17.2 in respect of such information as if it were a Party;

(viii) the disclosure or use is required for the purpose of any judicial or arbitral proceedings arising out of any Transaction Document;

(ix) the disclosure is made to a Taxation Authority in connection with the Tax affairs of the disclosing Party or its Affiliates;

(x) the disclosure is made to any of the Seller's or Seller Parent's Affiliates provided such person undertakes to comply with the provisions of this Clause 17.2 in respect of such information as if it were a Party;

(xi) the disclosure is made by the Purchaser to any member of the Purchaser's Group or to any of their respective shareholders, partners, managers, investors, potential investors in any connected fund provided such person undertakes to comply with the provisions of this Clause 17.2 in respect of such information as if it were a Party or is otherwise subject to confidentiality obligations in respect of such information;

(xii) the disclosure is made by or on behalf of the Purchaser to any bank, financial institution or other actual or potential financier (or professional advisers of any such person) in connection with the financing or refinancing (whether in whole or in part) by the Purchaser of the acquisition of the Sale Securities, provided such person is subject to confidentiality obligations in respect of such information;

(xiii) the disclosure is made to any rating agency, provided that such person is subject to customary confidentiality obligations in respect of such information;

(xiv) the disclosure is made to advisers, insurance providers, auditors, hedging counterparties or actual or potential debt or equity financiers of any Party or of any of the Seller's or Seller Parent's Affiliates on a need to know basis provided that such person is subject to confidentiality obligations in respect of such information; or

(xv) the disclosure is made on a confidential basis to potential purchasers of all or part of the Seller's Group or the Purchaser's Group or to their advisers or actual or potential financiers provided that any such persons need to know the information for the purposes of considering, evaluating, advising on or furthering the potential purchase and the disclosing Party remains liable for any breach of the confidentiality obligations set out in this Clause 17.2 by such person; and in the case of any such disclosure made by or on behalf of any member of the Seller's Group in relation to Confidential Information of the DivestCo Group: (x) any competitive or commercially sensitive information contained in such Confidential Information shall be redacted in accordance with applicable Antitrust Laws, and (y) such disclosure shall be made on an "attorney's eyes only" basis and shall not be shared with the potential purchaser,

and provided further that prior to disclosure or use of any information pursuant to Clause 17.2(c)(vi), the Party concerned shall promptly notify (to the extent permitted by any applicable law or regulation) the other Party of such requirement with a view to providing (if reasonably practicable to do so) the other Party with the opportunity to contest such disclosure or use or otherwise to agree to the timing and content of such disclosure or use.

18. ACCESS TO INFORMATION

18.1 For a period of seven (7) years following Completion, the Purchaser shall, and shall procure that the relevant members of the Purchaser's Group shall, if reasonably requested by the Seller or the Seller Parent, allow the Seller, the Seller Parent or such other member of the Seller's Group as it shall nominate, access (including the right to take copies at the Seller Parent's expense) to the Books and Records which are reasonably required by the Seller, the Seller Parent or such other Seller's or Seller Parent's Affiliate for the purpose of dealing with its Tax and accounting affairs (including such information as is reasonably required by the Seller or the Seller Parent in order to negotiate, refute, settle, compromise or otherwise deal with any claim, investigation or enquiry by a Taxation Authority regarding the Seller, the Seller Parent or a Seller's or Seller Parent's Affiliate relating to income, profits or gains earned, accrued or received (or treated for Tax purposes as earned, accrued or received) or any event occurring (or treated for Tax purposes as occurring) on or before Completion).

18.2 Following Completion, the Seller Parent shall, and shall procure that the relevant members of the Seller's Group shall, if reasonably requested by the Purchaser, allow the Purchaser, or such other member of the Purchaser's Group as it shall nominate, access (including the right to take copies at the Purchaser's expense) to the Books and Records which are reasonably required by the Purchaser, such other member of the Purchaser's Group for the purpose of dealing with its (or their) Tax and accounting affairs (including such information as is reasonably required in order to negotiate, refute, settle, compromise or otherwise deal with any claim, investigation or enquiry by a Taxation Authority regarding the Purchaser, any other member of the Purchaser's Group relating to income, profits or gains earned, accrued or received (or treated for Tax purposes as earned, accrued or received) or any event occurring (or treated for Tax purposes as occurring) on or before Completion).

19. COSTS AND EXPENSES

19.1 Except where this Agreement or other Transaction Documents expressly provide otherwise, and other than in connection with (i) Separation Costs or Shared Costs, or (ii) any other costs and expenses incurred after Completion:

(a) the Seller shall pay its own costs and expenses; and

(b) Rainbow Capital shall pay the Purchaser's costs and expenses,

in each case in connection with the evaluation, negotiation, preparation, implementation and performance of this Agreement and the other Transaction Documents or otherwise incurred in relation to it with a view to the sale and purchase hereunder.

19.2 [*Intentionally left blank*]

19.3 Subject to Completion occurring:

(a) any costs, fees and expenses (which for the avoidance of doubt shall not include any Taxation) incurred by each Party or its Affiliates in connection with the evaluation, negotiation, preparation, implementation and performance of the Separation) (excluding any legal or advisory fees of each Party which are incurred prior to Completion, which shall be borne in accordance with the terms of Clause 19.1, other than, in respect of the Purchaser, any legal or advisory fees of Rainbow Capital agreed as shared Separation Costs by the Purchaser and Seller or the Separation Committee in writing from time to time) ("**Separation Costs**"), shall be borne by the Parties in accordance with:

(i) the principles set out in Schedule 8 (the application of which is illustrated by the Separation Blueprint) or as otherwise set out in the Transaction Documents;

(ii) the allocation of such Separation Costs as may be approved by the Separation Committee from time to time, and the Parties agree that to the extent such allocation is inconsistent with the principles set out in Schedule 8 (the application of which is illustrated by the Separation Blueprint) or as otherwise set out in the Transaction Documents, the allocation approved by the Separation Committee shall prevail; or

(iii) if the Separation Committee cannot agree such allocation in accordance with the principles set out in Schedule 8 (the application of which is illustrated by the Separation Blueprint) or as otherwise set out in the Transaction Documents, the Parties shall agree such allocation in good faith and shall refer the matter to;

(A) in the case of the Seller, the Chief Financial Officer of Seller Parent; and

(B) in the case of the Purchaser, Christian Ollig,

or such other persons as the Seller or the Purchaser may nominate by way of a written notice to the Separation Committee and the Seller or Purchaser (as applicable) from time to time; and

(b) any costs, fees and expenses incurred in connection with the following but in each case (other than with respect to Clauses 19.3(b)(v) and 19.3(b)(vi)) excluding any legal or advisory fees of each Party which are incurred prior to Completion (which shall be borne in accordance with the terms of Clause 19.1):

(i) the Purchaser Debt Finance Documents (including the bank counsels' fees and the fees of KKR Capital Markets);

(ii) any registration or filing fees or other transaction duties incurred in connection with the satisfaction of the Conditions, and any notarial fees and expenses incurred in connection with the Transaction;

(iii) the amounts payable by the Purchaser under Clause 20;

(iv) the Warranty Insurance Policy (including the evaluation, negotiation and procurement thereof), including any insurance premium tax, brokers' fees, the insurers' fees and expenses and other Taxes incurred in connection therewith (provided that the fees incurred in connection with the foregoing are agreed on (or on terms more favourable than) an arm's length basis);

(v) any management equity scheme in relation to Rainbow JVCo Limited and its subsidiaries, to be implemented on or after Completion;

(vi) any costs and expenses of Rainbow JVCo Limited and its subsidiaries relating to executive searches or cost saving measures and other commercial matters for the benefit of the DivestCo Group incurred prior to Completion, as may be agreed by the Purchaser and Seller or the Separation Committee in writing from time to time,

(the "**Shared Costs**") shall be borne by the Purchaser.

19.4 Subject to Clause 19.5, the Parties agree that any costs, fees and expenses set forth in Clause 19.3 that are incurred or paid by the Purchaser at or prior to Completion shall be borne by the shareholders of Rainbow Capital and the Seller, in each case pro rata to their indirect shareholdings in the Purchaser. At or immediately following Completion, the Seller shall account for its pro rata portion of such costs, fees and expenses by way of a payment in cash to the Purchaser or, if the Parties agree, subscription by the Seller for deferred shares (in a form to be agreed between the Parties) in JVCo (which will carry no voting rights or right to participate in distributions).

19.5 For the avoidance of doubt, the parties agree that if this Agreement terminates without Completion occurring:

(a) the Purchaser and its Affiliates shall not be obliged to pay any Separation Costs and the Seller and its Affiliates shall not be obliged to pay any Shared Costs;

(b) if any member of the Seller's Group has incurred any Shared Costs, the Seller shall give written notice to the Purchaser of such amounts, and the Purchaser shall reimburse such amounts to the Seller within 20 Business Days of receipt of such notice; and

(c) if any member of the Purchaser's Group has incurred any Separation Costs, the Seller shall give written notice to the Seller of such amounts, and the Seller shall reimburse such amounts to the Purchaser within 20 Business Days of receipt of such notice,

provided that in the case of paragraphs (b) and (c) of this Clause 19.5, the Party giving such reimbursement notice shall provide such invoices or other appropriate receipts evidencing the proper incurrence of such Shared Costs or Separation Costs (as the case may be) as is requested by the other Party (acting reasonably).

19.6 Subject to Clause 19.5, to the extent that, at or after Completion:

(a) any member of the Seller's Group (other than any member of the DivestCo Group) incurs or pays any Separation Costs or Shared Costs which are for the account of the Company or the Purchaser's Group pursuant to Clause 19.3, the Seller shall give written notice to the Company of such amounts, and the Parties shall procure that the Company reimburses such amounts to the Seller within 20 Business Days of receipt of such notice; and

(b) any member of the DivestCo Group or the Purchaser's Group incurs or pays any Separation Costs or Shared Costs which are for the account of the Seller pursuant to Clause 19.3, the Purchaser shall give, or the Parties shall procure that the Company gives, written notice to the Seller of such amounts, and the Seller shall reimburse such amounts to the Company or the relevant member of the DivestCo Group or the Purchaser's Group (as the case may be) within 20 Business Days of receipt of such notice,

provided in each case that (i) the Party giving such reimbursement notice shall provide such invoices or other appropriate receipts evidencing the proper incurrence of such Separation Costs or Shared Costs, as applicable, as is requested by the other Party (acting reasonably) and (ii) to the extent possible, the reimbursement of any such Separation Costs shall be addressed via the Completion Accounts and to the extent that any such Separation Costs have been so included in Completion Accounts, no Party may seek further reimbursement pursuant to this Clause 19.6, and (iii) the Seller shall not be entitled to make a claim under Clause 19.6(a) in respect of any Separation Costs or Shared Costs which have been paid by or on behalf of the shareholders in JVCo in proportion to their respective shareholdings in JVCo.

19.7 Where a party is required by the terms of this Agreement to reimburse another person for any costs or expenses, that party shall reimburse the other person for the full amount of such costs or expenses, including any part thereof that comprises VAT, except to the extent that the other person (or a member of that other person's group for VAT purposes) is entitled to recover such VAT (whether by credit, repayment or otherwise).

20. STAMP DUTY, FEES AND TAXES

20.1 The Purchaser shall pay all United Kingdom stamp duty and stamp duty reserve tax which is payable solely in respect of the transfer of the Sale Securities pursuant to this Agreement. The Purchaser shall be responsible for arranging the payment of such stamp duty and stamp duty reserve tax.

20.2 If any Party defaults in the payment when due of any sum payable under any Transaction Document, its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgement) at a rate per annum of five per cent (5%) above the base rate from time to time of JPMorgan Chase & Co. Such interest shall accrue from day to day.

21. FURTHER ASSURANCE

21.1 The Seller and the Seller Parent undertake to execute and deliver (at their own cost) all such instruments and other documents and take all such actions as the Purchaser may from time to time reasonably require in order to effect the transfer of the Sale Securities to the Purchaser and the Transaction and otherwise to secure to the Purchaser the full benefit of this Agreement and the Transaction Documents.

21.2 Each of the Parties severally undertakes to take all reasonable steps within their powers as any other Party may from time to time reasonably require in order to secure to the other Parties the full benefit of this Agreement and the Transaction Documents.

22. EFFECT OF COMPLETION

The provisions of this Agreement and of the other Transaction Documents which remain to be performed following Completion shall continue in full force and effect notwithstanding Completion taking place.

23. ASSIGNMENT

Except as otherwise expressly provided for in this Agreement no Party may assign, transfer, create an Encumbrance, declare a trust of or otherwise dispose of all or any part of its rights, benefits or obligations under this Agreement, save that:

(a) the Seller may assign (in whole or in part) the benefit of this Agreement to any member of the Seller's Group provided that the Seller gives the Purchaser prior written notice of such assignment and provided further that if such assignee ceases to be a member of the Seller's Group all benefits relating to this Agreement assigned to such assignee shall be deemed automatically by that fact to be re-assigned to the Seller immediately before such cessation;

(b) the Seller Parent may assign (in whole or in part) the benefit of this Agreement to any member of the Seller's Group provided that the Seller Parent gives the Purchaser prior written notice of such assignment and provided further that if such assignee ceases to be a member of the Seller's Group all benefits relating to this Agreement assigned to such assignee shall be deemed automatically by that fact to be re-assigned to the Seller Parent immediately before such cessation;

(c) the Purchaser may assign (in whole or in part) the benefit of this Agreement to any other member of the Purchaser's Group provided that the Purchaser gives the Seller prior written notice of such assignment and provided further that if such assignee ceases to be a member of the Purchaser's Group all benefits relating to this Agreement assigned to such assignee shall be deemed automatically by that fact to be re-assigned to the Purchaser immediately before such cessation; and

(d) the Purchaser or any member of the Purchaser's Group may charge, assign and/or otherwise grant any security interest over the benefit of this Agreement and/or any of its right under this Agreement to any bank or financial institution or other person by way of security for the purposes of or in connection with the financing or refinancing (whether in whole or in part) by the Purchaser of the acquisition of the Sale Securities,

provided that, any such assignee shall not be entitled to receive under this Agreement any greater amount than that to which the assignor would have been entitled and no Party shall be under any greater obligation or liability than if such assignment had never occurred.

24. PAYMENT

24.1 Any payments pursuant to this Agreement shall be made in full, without any set off, counterclaim and without any deduction or withholding (save as may be required by law).

24.2 If any Party is required by law to make a deduction or withholding from any payment made pursuant to this Agreement (other than a payment to the Seller of any part of the consideration for the Sale Securities and other than a payment of interest) or if any payment made pursuant to this Agreement (other than a payment to the Seller of any part of the consideration for the Sale Securities and other than a payment of or interest) is subject to Tax in the hands of the payee (ignoring for these purposes the availability of any Relief), the payor shall pay an additional amount ("**Gross up Amount**") as shall, after the making of such deduction or withholding or after such Tax, leave the payee with the same amount as it would have received had no deduction or withholding been made or had the payment not been subject to Tax.

24.3 Where a payor has made an increased payment under Clause 24.2 in respect of a deduction or withholding and the payee subsequently receives and retains a Relief in respect of the amount withheld or deducted, the payee shall account to payor for such portion of any such Relief as does not exceed the Gross up Amount and as shall leave the payee in no better or worse position than if no such deduction or withholding had been required to be made.

24.4 Any payments pursuant to this Agreement shall be effected by crediting for same day value the account specified by each Party (as the case may be) on behalf of the Party entitled to the payment (reasonably in advance and in sufficient details to enable payment by telegraphic or other electronic means to be effected) on or before the due date for payment.

24.5 Payment of a sum in accordance with this Clause 24 shall constitute a payment in full of the sum payable and shall be a good discharge to the payer (and those on whose behalf such payment is made) of the payer's obligation to make such payment and the payer (and those on whose behalf such payment is made) shall not be obliged to see to the application of the payment as between those on whose behalf the payment is received.

24.6 The Seller shall not, and shall procure that no Seller Group Company shall, use the proceeds transferred pursuant to this Agreement, directly or knowingly indirectly, in any manner that would cause the Purchaser to be in violation of applicable Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions.

25. NOTICES

25.1 Any notice or other communication to be given under or in connection with this Agreement ("**Notice**") shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address or email address provided in Clause 25.3, and marked for the attention of the person specified in that Clause.

25.2 A Notice shall be deemed to have been received:

(a) at the time of delivery if delivered personally or by courier;

(b) at the time of sending if sent by email; provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipients;

(c) 9.00 a.m. two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery; or

(d) 9.00 a.m. three (3) Business Days after the time and date of posting if sent by international courier,

provided that if deemed receipt of any Notice occurs after 18.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 25.2 are to local time in the country of the addressee.

25.3 The addresses and emails for service of Notice are:

SELLER PARENT:

Name:	Coty Inc
Address:	350 Fifth Avenue, New York, NY 10118
For the attention of	Thomas E. Wright, Jr., General Counsel
Email:	Thomas_Wrightjr@cotyinc.com

with a copy (which shall not itself constitute Notice) to Paul Schnell, paul.schnell@skadden.com and Richard Youle, richard.youle@skadden.com, Skadden Arps Slate Meagher & Flom (UK) LLP, 40 Bank Street, London E14 5DS

SELLER:

Name:	Coty International B.V.
Address:	Buitenveldertselaan 5, 1082 VA Amsterdam, the Netherlands
For the attention of	Thomas E. Wright, Jr., General Counsel
Email:	Thomas_Wrightjr@cotyinc.com

with a copy (which shall not itself constitute Notice) to Paul Schnell, paul.schnell@skadden.com and Richard Youle, richard.youle@skadden.com, Skadden Arps Slate Meagher & Flom (UK) LLP, 40 Bank Street, London E14 5DS

PURCHASER:

Name:	Rainbow UK Bidco Limited
Address:	11th Floor, 200 Aldersgate Street, London EC1A 4HD
For the attention of	Justin Lewis-Oakes
Email:	Justin.Lewis-Oakes@kkr.com

and with a copy (which shall not itself constitute Notice) to Clare Gaskell, CGaskell@stblaw.com, Simpson Thacher & Bartlett LLP, Citypoint, One Ropemaker Street, London EC2Y 9HU.

25.4 A Party shall notify the other Parties of any change to its details in Clause 25.3 in accordance with the provisions of this Clause 25.4 provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

26. INVALIDITY

26.1 If any provision in this Agreement is held to be or becomes illegal, invalid or unenforceable, in whole or in part, under the law of any jurisdiction the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

26.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 26.1 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed severed from this Agreement. The remaining provisions will, subject to any deletion or modification made under Clause 26.1, not be affected, remain in full force in that jurisdiction and all provisions shall continue in full force in any other jurisdiction.

27. ENTIRE AGREEMENT

27.1 This Agreement together with any other documents and schedules referred to in it, amends and restates in its entirety the Original SPA, and constitutes the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous agreements, understandings and arrangements (whether written or oral) between the Parties in relation to the matters dealt with in this Agreement (including for the avoidance of doubt, the Original SPA), but without prejudice to any prior breaches of the Original SPA.

27.2 Each Party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty or undertaking not expressly incorporated into it.

27.3 A Party's only right or remedy in relation to any provision of this Agreement shall be for breach of this Agreement and no Party shall have any right or remedy in respect of misrepresentation (whether negligent or innocent and whether made prior to and/or in this Agreement).

27.4 Nothing in this Clause 27 limits or excludes any liability for fraud.

28. AGREEMENT PREVAILS

If there is any inconsistency between the provisions of this Agreement and those of any other Transaction Document, then the provisions of this Agreement shall prevail.

29. VARIATION

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

30. NO WAIVER

30.1 No waiver of any right under this Agreement or any other Transaction Document shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

30.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.

30.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

31. THIRD-PARTY RIGHTS AND NO-RECOURSE

31.1 This Agreement is made for the benefit of the Parties and their successors and is not intended to benefit any other person, and no other person shall have any right to enforce any of its terms, except that Clauses 13.8, 13.14 and 14.3 and are intended to benefit the third parties mentioned therein and each such Clause shall be enforceable by any of them to the full extent permitted by law, subject to the other terms and conditions of this Agreement.

31.2 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

31.3 No provision of this Agreement shall confer upon any person other than the Parties hereto and their permitted assigns any rights or remedies hereunder. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as Parties hereto and no former, current or future equityholders, controlling persons, directors, officers, employees, general or limited partner, member, manager, advisor, agents, successors, assigns or Affiliates of any party hereto or any former, current or future equityholder, controlling person, director, officer, employee, general or limited partner, member, manager, advisor, agent successors, assigns or Affiliate of any of the foregoing (each, a "**Non-Recourse Party**") shall have any liability for any obligations or liabilities of the Parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations (whether written or oral) made or alleged to be made in connection herewith, and no personal liability shall attach to, be imposed upon or otherwise be incurred by any Non-Recourse Party whether by or through attempted piercing of the corporate (or partnership or limited liability company) veil, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable law, or otherwise. Without limiting the rights of any Party against the other Parties hereto, in no event shall any Party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

32. COUNTERPARTS

This Agreement may be and shall be effective when each Party has executed a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

33. GOVERNING LAW AND DISPUTE RESOLUTION

33.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of England and Wales.

33.2 Excluding any dispute in respect of the Completion Accounts (which shall be settled as set out in paragraph 2 of Part 3 of Schedule 3), all disputes arising out of or in connection with this Agreement or the Separation Agreement (which incorporates this same arbitration agreement by repetition in full) shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration ("**LCIA**") by three arbitrators. The claimant(s) shall nominate one arbitrator to be approved by the LCIA Court in accordance with the LCIA Rules. The respondent(s) shall nominate one arbitrator to be approved by the LCIA Court in accordance with the LCIA Rules. The third arbitrator, who shall act as the chairman of the tribunal, shall be nominated by agreement of the two party-appointed arbitrators, reached in consultation with the parties, within twenty (20) days of the confirmation of the appointment of the second arbitrator, or in default of such agreement, appointed by the LCIA Court. In the event that any party fails to nominate an arbitrator in accordance with the foregoing, then the LCIA Court shall nominate an arbitrator on behalf of the party that has failed to nominate an arbitrator. The place of arbitration shall be London, England. The language of the arbitration shall be English.

33.3 If for any reason more than one arbitration is commenced pursuant to this arbitration agreement, such separate arbitration proceedings may be consolidated into a single proceeding before one Tribunal appointed in accordance with this arbitration agreement, where no significant prejudice would result, as determined in the sole discretion of the Tribunal first appointed in any such several proceedings. This clause is expressly intended to afford the Tribunal so appointed with greater flexibility and discretion to consolidate related arbitration claims and proceedings, so that related claims and proceedings may be combined within a single proceeding, than is otherwise afforded under the LCIA Rules. For the avoidance of doubt, each party expressly acknowledges that the fact that the first in time arbitral tribunal has already been appointed does not constitute significant prejudice for the purpose of this Clause 33.

This Agreement has been entered into by the Parties on the date first above written.

SIGNED for and on behalf of
Coty Inc. by

/s/ Thomas E. Wright, Jr.
Authorised signatory

Name: Thomas E. Wright, Jr.
Title: Strategic Vice President, Strategic Transactions

SIGNED for and on behalf of
Coty International B.V. by

/s/ Kristin Blazewicz
Authorised signatory

Name: Kristin Blazewicz
Title: General Counsel

SIGNED for and on behalf of
Rainbow UK Bidco Limited by

/s/ Justin Lewis-Oakes
Authorised signatory

Name: Justin Lewis-Oakes
Title: Director

SCHEDULE 1
SIGNING ARRANGEMENTS

Part 1
Seller's Obligations

1. On the Original SPA Date, the Seller shall deliver or make available to the Purchaser (and in the case of paragraph (h), to the Insurer):

   (a) a copy of the Separation Agreement duly executed by the Seller and the Company;

   (b) a copy of the Disclosure Letter duly executed by the Seller;

   (c) a copy of the Equity Commitment Letter duly executed by the Seller and the Seller Parent;

   (d) a copy of the resolution in the agreed terms of the directors of the Seller Parent authorising the execution by the Seller Parent of each of the Transaction Documents to which the Seller Parent is a party;

   (e) a copy of the resolution in the agreed terms of the directors of the Seller authorising the execution by the Seller of each of the Transaction Documents to which the Seller is a party;

   (f) a copy of the French Offer Letter duly executed by the Seller Parent;

   (g) a copy of the Dutch Offer Letter duly executed by the Seller Parent; and

   (h) the File Transfer Protocol containing the Data Room Information as set out in the Data Room Index, together with a certificate from Merrill confirming that the File Transfer Protocol contains such information.

Part 2
Purchaser's Obligations

1. On the Original SPA Date, the Purchaser shall deliver to the Seller:

   (a) a duly executed acknowledgement of receipt by the Purchaser of the Disclosure Letter;

   (b) a copy of the Separation Agreement duly executed by the Purchaser;

   (c) a duly executed copy of the Warranty Insurance Policy;

   (d) a copy of the Equity Commitment Letter duly executed by the Purchaser, Rainbow UK Holdco Limited, KKR European Fund V (USD) SCSp and KKR European Fund V (EUR) SCSp;

   (e) a copy of the Purchaser Debt Commitment Letters duly executed by the Credit Parties (as defined therein);

   (f) a copy of the French Offer Letter duly executed by the Purchaser;

   (g) a copy of the Dutch Offer Letter duly executed by the Purchaser; and

   (h) a copy of the resolution in the agreed terms of the directors of the Purchaser authorising the execution by the Purchaser of each of the Transaction Documents to which the Purchaser is a party.

SCHEDULE 2
COMPLETION ARRANGEMENTS

Part 1
Seller's Obligations

1. On Completion the Seller shall procure that a board meeting is held of the Company no less than three (3) Business Days prior to Completion to be duly convened and held at which:

   (a) the transfers of the Sale Securities pursuant to this Agreement shall be approved for registration, subject to the relevant instrument of transfer of the Sale Securities being stamped;

   (b) the appointment of such individuals to the board of the Company as shall be nominated by the Purchaser in writing no less than three (3) Business Days prior to Completion are duly approved.

2. On Completion, the Seller shall deliver or make available to the Purchaser:

   (a) duly executed share transfer forms in respect of the Sale Securities in favour of the Purchaser together with the share certificates issued by the Company relating to such Sale Securities (or an indemnity in respect of any lost or unavailable share certificates, if applicable);

   (b) a voting power of attorney, in the agreed terms, permitting the Purchaser to exercise all voting and other rights over the Sale Securities until such time as the Purchaser has been duly registered in the register of members of the Company as the legal owner of the Sale Securities; and

   (c) any Separation Deliverables required to be delivered pursuant to the Separation Agreement duly executed by the relevant members of the Seller's Group and the Company;

   (d) the Shareholders' Agreement duly executed by the Seller and the Seller Parent;

   (e) each Company Loan Note Instrument duly executed by the Company and each other DivestCo Group Company which is an issuer under any of the Separation Loan Notes at Completion;

   (f) the certificates representing the Company Loan Notes issued to the Purchaser and the duly updated loan note registers of each DivestCo Group Company which issues such Company Loan Notes to the Purchaser at Completion;

   (g) the Shares Consideration Loan Note Instrument duly executed by the Seller and the loan note register in respect thereof;

   (h) the Company Loan Note Instruments duly executed by the DivestCo Group Companies that are lenders under the Separation Loan Notes and the loan note registers in respect thereof;

   (i) a subscription agreement in respect of the subscription by the Seller for shares in JVCo on terms acceptable to the Seller and the Purchaser (acting reasonably), duly executed by the Seller, whereby the Rollover Loan Notes shall be contributed to JVCo in exchange for the issue to the Seller of 40% (calculated prior to any dilution which may occur as a result of any management equity plan adopted in accordance with the terms of the Shareholders' Agreement) of the securities in JVCo; and

(j) a "Completion No Claims Declaration" from each "Excluded Rollover Seller's Representative" (in each case as defined in the Warranty Insurance Policy).

3. On Completion, the Seller shall:

(a) make the statutory books of the Company available to the Purchaser at the offices of the Company; and

(b) procure the delivery to the Purchaser of reliance letters in the agreed terms duly executed by each relevant Seller Transaction Adviser in respect of each of their respective Sellside Reports.

Part 2
Purchaser's Obligations

1. On Completion, the Purchaser shall:

(a) deliver or make available to the Seller:

(i) any Separation Deliverables duly executed by the Purchaser required to be delivered pursuant to the Separation Agreement;

(ii) the Shareholders' Agreement duly executed by the Purchaser and Rainbow Capital;

(iii) a subscription agreement in respect of the subscription by the Seller for 40% of the securities in JVCo on terms acceptable to the Seller and the Purchaser (acting reasonably), duly executed by JVCo, together with share certificates in respect of such securities and a copy of the updated share register of JVCo reflecting the Seller as a shareholder;

(iv) the Shares Consideration Loan Note Instrument duly executed by the Purchaser; and

(v) the certificates representing the Shares Consideration Loan Notes issued to the Seller, and the duly updated loan note registers of the Purchaser reflecting the issue of the Shares Consideration Loan Notes to the Seller;

(b) subscribe for the Company Loan Notes in an amount equal to Initial Principal Amount.

SCHEDULE 3
COMPLETION ACCOUNTS

Part 1
Rules for Preparation of Completion Accounts

1.1 The Completion Accounts shall:

(a) be prepared:

(i) for the DivestCo Group on a consolidated basis as at the Completion Accounts Effective Time; and

(ii) in accordance with this Part 1 of this Schedule 3;

(b) comprise an unaudited consolidated balance sheet of the DivestCo Group; a working capital statement showing the calculation of the Working Capital; and a completion statement, substantially in the form set out in Part 4 of this Schedule 3, specifying:

(i) Actual Cash;

(ii) Actual Debt;

(iii) Actual Working Capital; and

(iv) the Final Consideration;

(c) subject, where applicable, to the remaining provisions of this Part 1 of this Schedule 3, be prepared and determined, and the items and amounts to be included in them shall be identified and calculated, by applying the relevant definition in this Schedule 3 and:

(i) by applying the specific accounting principles, policies, procedures, practices and treatments set out in Part 2 of this Schedule 3;

(ii) subject to paragraph 1.1(c)(i), by applying the accounting principles, policies, procedures, practices and categorisations as they were applied in the preparation of the Accounts (including in relation to the exercise of accounting discretion or judgment), but to the extent that the Accounts included allocations of relevant categories of assets and liabilities between DivestCo Group and the Seller's Group businesses, those bases of allocation shall be ignored and, in all cases, to the extent not incompliant with any reasonable interpretation of Applicable Accounting Standards; and

(iii) subject to paragraphs 1.1(c)(i) and (ii), by applying the Applicable Accounting Standards.

Part 2
Specific Accounting Treatments

The following specific accounting policies shall apply to the preparation of the Completion Accounts:

1. the Completion Accounts shall be prepared on an consolidated basis from the nominal ledgers of the DivestCo Group as if the Completion Accounts Effective Time was the end of the financial year, including performance of all normal year-end 'close the books' processes and accounting procedures, including (but not limited to) detailed analysis of prepayments, rebates and accruals and appropriate cut-off procedure, and verification of inventory through inventory counts based on a sample of such inventory consistent with past practice. The Purchaser shall have the right to attend the aforementioned inventory counts at such key locations as reasonably requested by the Purchaser;

2. all intercompany balances owed between the members of the DivestCo Group shall be fully reconciled at the Completion Accounts Effective Time and any unreconciled assets shall be written off in the books of the recipient;

3. save to the extent addressed elsewhere in this Part 2 of Schedule 3 any intercompany balances between the members of the DivestCo Group and the Seller Croup shall be addressed in accordance with the terms of clause 7.2 of the Separation Agreement. To the extent that any intercompany balances are owed between the members of the DivestCo Group and the Seller's Group at the Completion Accounts Effective Time and are to be settled in cash after the Completion Accounts Effective Time, such balances shall be included in Cash or Debt, including any accrued and outstanding interest and any additional withholding tax liabilities (where, in respect of a withholding charge, such withholding is not received as an actual tax credit or refund within 365 days) thereon;

4. the Completion Accounts shall be prepared so that the Completion Accounts Effective Time is treated as the end of an accounting period for Tax purposes;

5. the Completion Accounts shall be prepared on a going concern basis and save as specifically required elsewhere in this Agreement shall exclude the effect of change of control or ownership of the DivestCo Group and will not take into account the effects of any post-Completion reorganisations or the post-Completion intentions or obligations of the Purchaser. The Completion Accounts shall be prepared on the basis that the Separation Effective Time has occurred and that the Post-Completion Transfers have occurred to or from the DivestCo Group as at the Separation Effective Time;

6. In preparing the Completion Accounts, liabilities shall not be excluded purely by virtue of their exclusion causing them to be defined as DivestCo Excluded Liabilities pursuant to paragraph 1.1(j) of schedule 1 to the Separation Agreement;

7. the Completion Accounts shall be prepared so that there is no double counting (whether positive or negative) of any item in the Completion Accounts;

8. the Completion Accounts shall be prepared so that no item is excluded solely on the grounds of immateriality and no minimum materiality threshold shall be applied in the preparation or review of the Completion Accounts;

9. the Completion Accounts shall be prepared so as to only take account of events taking place after the Completion Accounts Effective Time if they are "recognised subsequent events" (as defined in FASB Accounting Standards Codification Topic 855) and only having regard to information available to the Parties up until the Cut-Off Time and only where such information provides evidence of conditions existing at the Completion Accounts Effective Time;

10. the Completion Accounts shall be prepared so as to be drawn up in USD. Assets and liabilities in the Completion Accounts denominated in a currency other than USD shall be converted into USD using the exchange rates prevailing at the Completion Accounts Effective Time based on the same accounting principles, practices and methodology for translational and transactional amounts as were used in the Accounts;

11. the Completion Accounts shall be prepared in a format consistent with that shown in Part 4 of Schedule 3, the balance sheet mapping being an illustrative presentation of the provisions of Part 1 and this Part 2 of Schedule 3 and the definition of Cash, Debt and Working Capital. Where an account balance classification is specified within the accounting policies set out in this Part 2 of Schedule 3 or the definition of Cash, Debt or Working Capital, such classification shall override the classification (or omission) of that account number in Part 4 of Schedule 3;

12. there will be no additional categories of assets or liabilities other than those included in the definition of Cash, Debt and Working Capital or specified within the accounting policies set out in this Part 2 of Schedule 3, provided that, in the event of any clear omission of a category of asset or liability, the Parties shall co-operate in good faith to agree on the appropriate categorisation of such omitted category of asset or liability which should apply for the purposes of the Completion Accounts (such categorisation being consistent with the categorisation of similar assets and liabilities in the Completion Accounts);

13. items mapped under the heading "Other" in the mapping as set out in Part 4 of Schedule 3, will be excluded from Cash, Debt and Working Capital in the Completion Accounts;

14. the Completion Accounts shall be prepared so that no leases that were classified in the Accounts as operating leases will be reclassified as finance leases and no leases that were classified as finance leases in the Accounts will be reclassified as operating leases. Any leases entered into after the Accounts Date shall be categorised as a finance lease or operating lease using the same principles as were actually used in the Accounts consistently applied. For the avoidance of doubt, ASC 842 will not be applied, the determination of operating leases or capital leases will be in accordance with ASC 840 as applied in the Applicable Accounting Standards;

15. the Completion Accounts will include DivestCo Specified Accounts Receivable in Working Capital where the economic risks and benefits have transferred to the DivestCo Group. No value shall be given in Working Capital for (i) any inventory where legal title has not transferred to the DivestCo Group, including TSA Inventory; (ii) any inventory amounts that do not relate to the DivestCo Business (other than the carrying value of inventory held by HFC Prestige Manufacturing (Thailand) Ltd), or (iii) any inventory or receivables where DivestCo Group holds legal title but the economic risks and benefits have been transferred to any entity other than DivestCo Group (for the avoidance of doubt, the carrying value of the inventory in HFC Prestige Manufacturing (Thailand) Ltd will be calculated using the same methodology as for the inventory of the DivestCo Group, to the extent in compliance with Applicable Accounting Standards);

16. the Completion Accounts shall be prepared so as to exclude any amounts in relation to deferred tax;

17. the value of liabilities related to pension and other long term employee benefits as of the Completion Accounts Effective Time included in the Completion Accounts shall be determined in accordance with the Pension Valuations, as defined in the terms of schedule 10 of the Separation Agreement. For the avoidance of doubt this provision shall apply to all Relevant Pensions and they will be categorised as follows:

    (a) all Relevant Pensions except for those specified under (b) and (c) below will be mapped to Debt. Where the net liability value of any Relevant Pension under the Pension Valuations (as defined in schedule 10 of the Separation Agreement) for these purposes is negative, the value of that individual arrangement for the purposes of this definition shall be treated as being zero;

    (b) the statutory retirement indemnity in France (P&G RIP), Greece (P&G RIP) and Thailand Legal Severance Payment Plan will be mapped to Working Capital;

    (c) the defined contribution-like plans accounted for as defined benefit in Switzerland will be mapped to "Other";

18. any amounts payable to, or receivable from, a member of the Seller's Group by any member of the DivestCo Group, arising in connection with trading intercompany balances, shall be included in the Completion Accounts as Working Capital;

19. to the extent payable by and for the account of the DivestCo Group after the Completion Accounts Effective Time, the Completion Accounts shall include an accrual in respect of unpaid salaries and wages, including with respect to any unused holiday pay to which employees are contractually entitled, and including ordinary course bonuses which will reflect a pro-rata apportionment of the cost based on the DivestCo Group management's full year expected results, and in each case including Tax and employer social security costs, as at the Completion Accounts Effective Time provided that no accrual shall be included with respect to the Seller LAPP (as such term is defined in the Separation Agreement) to the extent that an indemnity has been provided by the Seller in respect of such amounts pursuant to the terms of the Separation Agreement;

20. full provision shall be made in the Completion Accounts in Debt in respect of transaction costs and bonuses (excluding Retention Bonus Payments (as defined in the Separation Agreement)) or similar which are payable by any member of the DivestCo Group as at or after the Completion Accounts Effective Time;

21. a liability shall be included in the Completion Accounts in Debt in respect of Tax due as a result of settlement of the Italian transfer pricing audit regarding FY13-FY17;

22. no amounts shall be included in the Completion Accounts in respect of any uncertain tax exposures except for tax exposures recognised under FIN 48 and FAS5, unless such tax exposures are covered under a covenant from the Seller as included in paragraph 2.2(b) to (g) and paragraph 3 (inclusive) of Schedule 6.

23. the Completion Accounts shall exclude any provision, accrual or reserve in relation to any matter to the extent it is the subject of a specific indemnity in this Agreement or the Separation Agreement (and for the avoidance of doubt, for the purposes of this paragraph, the covenants in paragraph 2.2(a) and paragraph 4 of Schedule 6 shall not be regarded as specific indemnities);

24. any Separation Costs incurred:

    (a) and paid by the DivestCo Group or Seller's Group prior to the Completion Accounts Effective Time, and which are for the Company's account in accordance with Clause 19 of this Agreement shall be included in the Completion Accounts as an asset;

    (b) by the DivestCo Group prior to the Completion Accounts Effective Time, and which are for the Seller's account in accordance with Clause 19 of this Agreement, shall be included in the Completion Accounts as a liability to the extent incurred by the DivestCo Group but unpaid as at the Completion Accounts Effective Time;

    (c) by the DivestCo Group prior to the Completion Accounts Effective Time, and which are for the Company's account in accordance with Clause 19 of this Agreement, shall be included in the Completion Accounts as "Other" to the extent incurred by the DivestCo Group but unpaid as at the Completion Accounts Effective Time; and

    (d) any such amounts shall not be deemed to be intercompany balances owed between DivestCo Group and RemainCo Group;

25. the Completion Accounts shall be prepared so as to exclude any amounts in relation to any contingent liabilities or off balance sheet arrangements or commitments (including, for these purposes, capital commitments);

26. the Completion Accounts shall include an amount for any VAT receivable arising in the DivestCo Group as a result of any transfer between a member of DivestCo Group and a member of Seller's Group conducted prior to the Completion Accounts Effective Time, to the extent such VAT receivable has not been settled by the Completion Accounts Effective Time and is reasonably expected to be recoverable by any member of the DivestCo Group within a period of 12 months after the Completion Date;

27. no assets will be included in the Completion Accounts in relation to the Hünfeld Receivable which amounted to approximately US$ 7 million as at 30 June 2019 or any associated restructuring liabilities, to the extent subject to a specific indemnity or treated as DivestCo Excluded Liabilities;

28. prepayments shall be included, within the Completion Accounts, in respect of advance payments made before or at the Completion Accounts Effective Time in respect of goods and services only to the extent that the benefit of such goods and services or a refund are received or receivable by the DivestCo Group Companies after the Completion Accounts Effective Time;

29. no value shall be given to the long term security deposits or other non-current assets in Cash, Debt or Working Capital (other than as set out in this Schedule 3). A liability shall be included in Debt in respect of security deposits which have been collected in cash by the DivestCo Group in the period from the Accounts Date to the Completion Accounts Effective Time but only to the extent it has been reinstated by the Cut-Off Time;

30. any obligations in respect of the repayment of government support schemes in any territory as a result of COVID-19 support schemes shall be included in Debt, to the extent required to be recognised as a liability on a balance sheet in accordance with the Applicable Accounting Standards;

31. salon listing fees and salon loans (whether current or long term) shall be included in Working Capital;

32. the Completion Accounts shall not include any assets held for sale or any receivable balances in respect of the sale of fixed assets, except to the extent the cash proceeds of the sale have been received by any member of the DivestCo Group after the Completion Accounts Effective Time and before the Cut-Off Time;

33. the Completion Accounts shall include a full provision in Debt for the cost of long term incentive plans (or share plans or similar incentive plans or substitute allowance or alternative compensation) payable to employees after the Completion Accounts Effective Time in relation to any plans existing as at or prior to the Completion Accounts Effective Time (including employer social security tax, wage taxes and any other related Taxes thereon) to the extent that the liability is payable by any member of the DivestCo Group after the Completion Accounts Effective Time provided that no provision shall be made in the Completion Accounts to the extent that an indemnity has been provided by the Seller in respect of such amounts pursuant to the terms of the Separation Agreement;

34. the Completion Accounts shall include a provision in Working Capital for the proportional amount of customer rebates and discounts based on DivestCo Group management's view (acting reasonably) of which contractual criteria for such rebates and discounts will be met;

35. a liability shall be included in the Completion Accounts in Debt with respect to any severance and restructuring costs, to the extent not settled prior to the Completion Accounts Effective Time and which are payable by any member of the DivestCo Group after the Completion Accounts Effective Time provided that no provision shall be made in the Completion Accounts to the extent that an indemnity has been provided by the Seller in respect of such amounts pursuant to the terms of the Separation Agreement; and

36. no amount shall be included in the Completion Accounts in Working Capital or Debt in respect of dilapidation provisions in respect of leased facilities.

37. Working Capital shall include full provision for accounts receivable (including in relation to salon financing receivables) in respect of balances owed by counterparties that were bankrupt, in liquidation or administration as at the Completion Accounts Effective Time;

38. for the purposes of paragraph 1.1(c)(ii) of Part 1 of this Schedule, the exercise of accounting discretion or judgement shall specifically take account of the adverse effect on recoverability of receivables (including in relation to salon financing receivables) as a result of COVID-19;

39. any insurance claims receivables shall be valued at zero except to the extent that (i) the matter giving rise to the claim has been remedied in full prior to the Completion Accounts Effective Time; or (ii) DivestCo Group has recognised a payable in Debt or Working Capital at the Completion Accounts Effective Time in respect of the issue to which the insurance claim receivable relates, in which case such insurance claim receivable shall be valued at the lower of the amounts receivable and the amount of the payments made or payable recognised;

40. the following fixed liabilities shall be included in Debt:

    (a) US$ 100 million for the Brazil value adjustment;

    (b) US$ 1.7 million for insurance collateral; and

    (c) US$ 31.9 million for the capitalised value of incremental rent that is due in respect of the Darmstadt property (for the avoidance of doubt, this does not include any amount in respect of any liabilities relating to Darmstadt that are unpaid at the Completion Accounts Effective Time, which shall be treated in accordance with the rest of this Schedule 3 Part 2);

41. full provision shall be made in Debt for any insurance-related liabilities payable by the DivestCo Group, excluding liabilities for the DivestCo Business claims retained within the Seller's Group, including deductibles arising from pre-Completion Accounts Effective Time occurrences, acts, losses, or incidents in accordance with Clause 7.4(a) of this Agreement;

42. liabilities included in account (7440 – other long term liabilities) shall exclude those specific matters included within this line item in the Accounts (which, for the avoidance of doubt totaled US$ 5 million in the Accounts); and

43. no amounts shall be included in Cash, Debt or Working Capital in relation to the Separation Loan Notes.

Part 3
Preparation, Delivery and Agreement

1. PROCESS

1.1 As soon as reasonably practicable following Completion and in any event within sixty (60) Business Days of the Completion Date, the Seller shall prepare the draft Completion Accounts in accordance with the provisions of Part 1 of this Schedule 3 (*Rules for Preparation of Completion Accounts*) (the "**Draft Completion Accounts**") and deliver the same to the Purchaser.

1.2 Within sixty (60) Business Days of receipt from the Seller of the Draft Completion Accounts, the Purchaser shall either:

(a) confirm to the Seller in writing its acceptance of the Draft Completion Accounts; or

(b) notify the Seller in writing of its non-acceptance of the Draft Completion Accounts (such notice, a "**Non-Acceptance Notice**"), together with full written details of each matter disputed and of its proposed modifications.

1.3 If the Purchaser serves a Non-Acceptance Notice pursuant to paragraph 1.2(b), the Seller and the Purchaser shall use all reasonable endeavours to meet and discuss the objections of the Purchaser and to agree the adjustments (if any) required to be made to the Draft Completion Accounts within fifteen (15) Business Days (or such other time period as may be mutually agreed between the Purchaser and the Seller) after the Seller receives the Non-Acceptance Notice.

1.4 If the Purchaser confirms its acceptance of the Draft Completion Accounts (either as originally submitted to it or with such modifications as the Parties agree) or fails to notify the Seller of its acceptance or non-acceptance in accordance with paragraph 1.2 of this Part 3 of this Schedule 3, the Draft Completion Accounts (incorporating any modifications agreed in writing) shall constitute the Completion Accounts for the purposes of this Agreement, which shall be final and binding on the Parties in the absence of manifest error or fraud.

2. DISPUTES

2.1 If the Purchaser and the Seller are unable to agree the Draft Completion Accounts within fifteen (15) Business Days (or such other time period as may be mutually agreed between the Purchaser and the Seller) of the Seller's receipt of the Purchaser's Non-Acceptance Notice, the disputed matters remaining outstanding may be referred for determination by either Party to an independent reputable firm of accountants of international standing to be agreed by the Purchaser and the Seller in writing within five (5) Business Days or, failing such agreement, to be nominated on the application of either of them by or on behalf of, the President for the time being of the Institute of Chartered Accountants in England and Wales (the "**Expert**"), provided that to the extent any disputed matter relates to the determination of the applicable Pension Valuation (as such term is defined in the Separation Agreement) of any Relevant Pension, such disputed Pension Valuation shall be determined by an actuary in accordance with the terms of paragraph 2 of schedule 10 of the Separation Agreement and shall be taken into account by the Expert accordingly.

2.2 The following provisions shall apply in relation to the Expert:

(a) within ten (10) Business Days of the Expert's appointment, the Seller and the Purchaser shall each prepare a statement in writing on the disputed matters which (together with the relevant supporting documents) shall be submitted to the Expert and the Expert will then share these submissions with the other Party once both submissions have been received;

(b) each of the Seller and the Purchaser shall be entitled to comment in writing once only on the other's submission by written notice to the Expert no later than five (5) Business Days after receiving that submission, following which neither Party shall be entitled to make further statements or submissions other than in response to a request from the Expert;

(c) in making its decision in relation to the dispute, the Expert shall be directed to apply:

(i) the provisions of this Schedule 3 (*Completion Accounts*);

(ii) subject to paragraph 2.2(c)(i) above, such terms of reference as are submitted jointly to it by the Parties in writing any time prior to its final decision in relation to the dispute; and

(iii) subject to paragraphs 2.2(c)(i) and (ii) above, such terms of reference as it deems reasonably appropriate;

(d) in giving its determination, the Expert shall state what adjustments (if any) are necessary to the Draft Completion Accounts in relation to the disputed matters for the purposes of this Agreement, provided that any adjustment shall not exceed the higher of any adjustment proposed by the Seller or the Purchaser, or less than the lower of any adjustment proposed by the Seller or the Purchaser;

(e) the Expert shall be requested to notify the Purchaser and the Seller of its decision within thirty (30) Business Days of its appointment pursuant to this Schedule 3 (*Completion Accounts*), or such longer reasonable period as it may determine;

(f) the Expert shall act as an expert (and not as an arbitrator) in making its determination; and

(g) the Expert's determination shall be final and binding on the Parties in the absence of manifest error or fraud and shall be applied to the Draft Completion Accounts which, as adjusted in the manner which the Expert has determined is necessary, shall constitute the Completion Accounts for the purposes of this Agreement.

3. ACCESS TO INFORMATION AND COSTS

3.1 Each Party shall bear its own costs in connection with the Completion Accounts, save that the fees and costs of any Expert shall be borne as determined by the Expert or otherwise equally by the Seller and the Purchaser.

3.2 The Purchaser and the Seller shall provide each other, their respective advisers and any Expert appointed pursuant to paragraph 2.1 of this Part 3 of this Schedule 3, with reasonable access (at reasonable times) to all information relating to the operations of the Seller's Group and the Purchaser's Group in their respective possession or control, including to all books, records (and the right to take copies, including electronic copies), employees and other personnel (using reasonable endeavours to ensure that such employees and other personnel cooperate with any reasonable request of the Purchaser, the Seller or the Expert (as the case may be)), and give all assistance requested, as may in each case be reasonably be required in order for the Purchaser, the Seller or the Expert (as the case may be) to prepare, review, make submissions in relation to or determine the Completion Accounts.

Part 4
Completion Accounts Format

in USD	Cash	Debt	Working Capital	Other
5000 - Investment in Affiliates				X
5060 - I/Co Investment Valuation Adjustment				X
5100 - Property, Plant & Equipment				X
5200 - Intangibles				X
5210 - Goodwill				X
5300 - Long Term Deferred Tax Asset				X
5405 - Deferred Debt Issuance Costs - LT				X
5410 - Fx Derivative Asset LT - Non-Designated Hedges		X		
5415 - ST Foreign Currency Swap Asset - INACTIVE		X		
5416 - Fx Derivative Asset LT - Designated Hedges		X		
5420 - Interest Rate Swap Asset - LT		X		
5425 - Accounts Receivable Long Term Listing Fee - Manual			X	
5430 - Pension Asset				X
5430 - Pension Asset relating to Relevant Pensions	X			
5440 - Security Deposits - LT				X
5441 - Escrow - LT				X
5450 - Misc Investments				X
5460 - Equity Investments				X
5470 - Third Party Prepaid Royalties - LT				X
5480 - Customer Permanent Fixtures_Asset				X
5486 - Customer Loan Receivable - LT - (Allowance)			X	
5487 - Customer Loan Receivable - LT (Fair Value Adjust)			X	
5488 - Suspense Account				X
5489 - Customer Loan Receivable - LT			X	
5495 - Other Assets - LT				X
5400 - Other Long Term Assets (subtotal) 5510 - I/Co Receivable - Interest Free		X		

in USD	Cash	Debt	Working Capital	Other
5520 - I/Co Receivable - Interest Bearing		X		
5530 - Service Charges - Receivable				X
5540 - I/Co Receivable - Hedging		X		
5500 - I/Co Receivable (subtotal) 5710 - Operating Lease Right of Use Asset - Real Estate				X
Non current assets (subtotal)				
4010 - Cash	X			
4020 - Cash Equivalents	X			
4030 - Cash in Transit	X			
4000 - Cash & Cash Equivalents (subtotal) 4040 - Restricted Cash				X
4110 - Gross Trade Receivable			X	
4120 - Allowance for Cash Discounts			X	
4130 - Bad Debt Reserve			X	
4100 - Trade Receivable (subtotal) 4240 - Finished Goods - I/Co			X	
4200 - Inventory (subtotal) 4310 - Current Deferred Tax Asset - Gross				X
4320 - Current Deferred Tax Asset - Allowance				X
4300 - Current Deferred Tax Asset (subtotal) 4410 - Rent and Leases			X	
4420 - Insurance			X	
4430 - Marketing Materials			X	
4440 - Samples and Testers			X	
4450 - Advertising			X	
4460 - Copyrights and Agency Fees			X	
4470 - Maintenance & Service Contracts			X	
4480 - Third Party Prepaid Royalties - ST			X	
4495 - Other Prepaid Expenses			X	
4505 - Deferred Debt Issuance Costs - ST				X
4510 - Employee Loans			X	
4516 - Fx Derivative Asset ST - Designated Hedges			X	
4520 - VAT Sales Tax			X	
4525 - Interest Rate Swap Asset - ST			X	

in USD	Cash	Debt	Working Capital	Other
4530 - Tax Refunds & Claims (non-income tax)			X	
4540 - Security Deposits - ST			X	
4541 - Escrow - ST				X
4550 - Tooling and Molds			X	
4560 - Non-Trade Receivables - ST			X	
4565 - Salon Accounts Receivable Short Term Listing Fee - Manual			X	
4570 - I/Co Items not Crosscharged - INACTIVE			X	
4575 - Customer Loan Receivable - ST			X	
4576 - Customer Loan Receivable - ST (Fair Value Adjust)			X	
4580 - Barter Credits			X	
4585 - Barter Credits - Deferred Income			X	
4586 - Customer Loan Receivable - ST (Allowance)			X	
4595 - Other Assets - ST - Hunsfeld receivable				X
4595 - Other Assets - ST - Other than Hunsfeld receivable			X	
4610 - Due From Related Party Rec Int Free			X	
4620 - Due From Related Party Rec Int Bearing			X	
4640 - I/Co Items not Crosscharged			X	
Prepaid expenses and other current assets (subtotal)				
Current assets (subtotal)				
6002 - A/P - Selling			X	
6004 - A/P - Operations			X	
6006 - A/P - Marketing			X	
6010 - A/P - Administrative			X	
6020 - Trade Accrual			X	
6000 - Trade Payables (subtotal) 6610 - Due To Related Pty - Int Free			X	
6620 - Due To Related Pty - Int Bearing			X	
6600 - Due To Related Party (subtotal) 6705 - Short Term Debt Deferred Financing Fees - Contra Liability				X
6709 - Bank Overdrafts		X		
6710 - Short term local lines of credit		X		
6711 - Credit Agreement Revolver(s) - Current		X		
6720 - Capital Leases - Current		X		
6740 - Credit Agreement Swing Line(s) - Current		X		

in USD	Cash	Debt	Working Capital	Other
6754 - Credit Agreement Term Loan B (USD) - Discount - Current - Contra Liability		X		
6756 - Credit Agreement Term Loan B (EUR) - Discount - Current - Contra Liability		X		
6758 - Credit Agreement Deferred Financing Fees Current				X
6700 - ST Debt & Current Portion of LT Debt (subtotal) 6811 - Federal Income Taxes		X		
6812 - State / Municipal Income Taxes		X		
6813 - FIN 48 Current Tax Liability		X		
6819 - Other Accrued Income Taxes		X		
6820 - Current Deferred Income Tax				X
6800 - Income Taxes & Curr Def Inc Tax (subtotal) 6110 - Payroll Taxes & Social Security Payable			X	
6120 - VAT / Sales Taxes			X	
6130 - Employee Payables			X	
6140 - Non-Income Taxes Payable			X	
6195 - Other Operating Payables			X	
6210 - Sales Returns			X	
6215 - Customer Rebates & Bonuses			X	
6220 - Merchandising & Sales Related			X	
6225 - Third Party Royalties			X	
6230 - Delta Marketing - INACTIVE			X	
6235 - Bonus / Profit Sharing			X	
6240 - Deferred Salaries / Unused Vacation		X	X	
6245 - Employee Benefits			X	
6250 - Accrued & Deferred Rent - ST			X	
6251 - Accrual for Lease Loss - ST			X	
6252 - Pension & OPEB Liabilities - ST		X	X	
6252 - Pension & OPEB Liabilities - ST - Switzerland DC Scheme				X
6255 - Manufacturing			X	
6260 - Marketing			X	
6265 - Auditing & Consulting			X	
6266 - Legal Fees Accrual			X	
6267 - Litigation Accrual			X	
6268 - Freight Accrual			X	
6270 - Other SG&A Accrual			X	
6275 - Stock Compensation - INACTIVE		X		

in USD	Cash	Debt	Working Capital	Other
6280 - Restricted Stock Accrual - INACTIVE		X		
6295 - Other Operating Accruals			X	
6310 - Restructuring Accrual - Lease Loss ST		X		
6320 - Restructuring Accrual - Severance ST		X		
6340 - Restructuring Accrual - Fixed Asset Write Off ST - INACTIVE		X		
6350 - Restructuring Accrual - Contract Termination ST		X		
6395 - Restructuring Accrual - Other ST		X		
6400 - Interest Accrual		X		
6480 - Restricted Stock Accrual		X		
6485 - Due to Employees - EOP		X		
6500 - Deferred Income - ST			X	
6912 - Other Current Liabilities			X	
6913 - Dividends Payable - ST		X		
6915 - Operating Lease ST Liability - ASC 842				X
6915 - Operating Lease ST Liability - Other			X	
6916 - Fx Derivative Liability ST - Designated Hedges		X		
Accrued expenses and other current liabilities (subtotal)				
Current liabilities (subtotal)				
7020 - Capital Leases - LT		X		
7030 - Bonds - INACTIVE		X		
7035 - Other Long Term Debt - Long Term		X		
7040 - Deferred Debt Issuance Costs - INACTIVE				X
7000 - Long Term Debt (subtotal) 7100 - Pension & OPEB Liabilities - LT		X	X	
7100 - Pension & OPEB Liabilities - LT - Switzerland DC Scheme				X
7200 - Long Term Deferred Tax Liability				X
7210 - Long Term FIN 48 Tax Liability		X		
7310 - I/Co Payable - Int Free		X		
7320 - I/Co Payable - Int Bearing		X		
7340 - I/Co Payable - Hedging		X		
7341 - I/Co Payable Matching Diff - Hedging		X		
7350 - Service Charges - Payable		X		
7351 - Service Charges - Payable Int Free Matching Diff		X		
7410 - Fx Derivative Liability LT - Non-Designated Hedges		X		

in USD	Cash	Debt	Working Capital	Other
7411 - Operating Lease LT Liability - ASC 842				X
7411 - Operating Lease LT Liability - Other			X	
7415 - Stock Compensation Accrual - LT		X		
7416 - Fx Derivative Liability LT - Designated Hedges		X		
7425 - Deferred Rent - LT				X
7426 - Dividend payable - LT		X		
7428 - Deferred Income - LT			X	
7430 - Minority Interest Payable - INACTIVE		X		
7440 - Other Long Term Liabilities		X		
7455 - Restructuring Accrual - Lease Loss LT		X		
7460 - Restructuring Accrual - Severance LT		X		
7475 - Restructuring Accrual - Contract Termination LT		X		
7480 - Restructuring Accrual - Other LT		X		
7910 - Forecasted Cash Flow - Net I/Co Activit		X		
Other non-current liabilities (subtotal)				
Non-current liabilities (subtotal)				
Any other items required under Part 1, Part 2 of Schedule 3 or the definitions of Cash, Debt and Working Capital	X	X	X	X
Net assets	**X**	**X**	**X**	**X**
Actual Cash	X			
Actual Debt		X		
Actual Working Capital			X	

Note: For the avoidance of doubt, this Part 4 of Schedule 3 is for illustrative purposes only and any inconsistencies between Part 1 and Part 2 of Schedule 3 and the definitions of Cash, Debt and Working Capital and the mapping of this Part 4 of Schedule 3 above, then Part 1 and Part 2 of Schedule 3 and the definitions of Cash, Debt and Working Capital shall prevail.

SCHEDULE 4
CONSENT MATTERS

In accordance with Clause 7.1(b), no Seller Group Company shall carry out the actions specified in this Schedule, without the prior written consent of the Purchaser (not to be unreasonably withheld or delayed, provided that the Seller and the Seller Parent shall provide the Purchaser with any information reasonably requested by the Purchaser in order to consider such request for consent):

1. cease or make any fundamental change to the nature or geographical area of the DivestCo Business or any business or operation of any Relevant Group Entity;

2. in respect of the DivestCo Business assume or incur any liability, obligation, expenditure or interest or make any capital commitment in excess of US$ 2 million per item or US$ 5 million in aggregate (in each case, excluding VAT);

3. in respect of the DivestCo Business dispose of or otherwise realise or dilute any interest or asset in excess of US$ 5 million (excluding VAT) (either on an individual or aggregated basis) (except for payments of Tax, of rent in respect of the Leased Properties and/or under payroll, each in the ordinary course of business, and consistent with the past practice, of the DivestCo Business);

4. enter into, alter, waive, terminate or dispose of, or grant any lease, licence or similar obligation in relation to any Business IPR outside the ordinary course of business or under which payments exceed US$ 1 million per annum or US$ 3 million in aggregate (in each case, excluding VAT);

5. in respect of the DivestCo Business, arrange, enter into, alter, waive or terminate any borrowing or credit facilities or enter into, alter, waive or terminate any guarantee, indemnity, hedging arrangements or create any material Encumbrance (other than a lien arising by operation of law) over any of its securities (including any shares), undertakings or assets or enter into, alter, waive or terminate any other arrangement for the incurrence of financial indebtedness (other than by way of operation of law in the ordinary course of trading), other than: (i) trade credit in the ordinary course of business, and consistent with the past practice, of the DivestCo Business; (ii) under the Existing Debt Facilities, (iii) hedging arrangements entered into the ordinary course of business, and consistent with the past practice, of the DivestCo Business; and (iv) any overdraft and/or working capital facility whose aggregate drawn amounts (under (iv)) do not exceed US$ 1.5 million at any time;

6. in respect of the DivestCo Business give any guarantee, indemnity or other agreement to secure, or incur financial or other obligations with respect to, another person's obligations, or make any loan in an amount in excess of US$ 2 million in aggregate, other than: (i) trade credit, (ii) as part of arrangements with customers and suppliers, or (iii) extensions of loans (including the lending of equipment and furniture) to customers (directly or through third party bank loans or guarantees) or the provision of support payments to customers, each in the ordinary course of business, and consistent with the past practice, of the DivestCo Business;

7. enter into, alter, waive or terminate any contract to which a Seller Group Company is a party which will involve a payment or commitment by or to the DivestCo Business in excess of US$ 2 million (excluding VAT);

8. in respect of the DivestCo Business, acquire or dispose of any freehold or leasehold property or any material asset or inventory with a value in excess of US$ 5 million, grant or surrender a lease in respect of such property with a value in excess of US$ 2.5 million or take or omit to take any action which could prejudice the continuation of any such lease;

9. in respect of the DivestCo Business, enter into any joint venture, partnership or other similar arrangement for the sharing of profits or assets;

10. make any material alterations to the constitutional documents, including the articles of association, or to any material policy (including in relation to governance and compliance) of or applying to any Relevant Group Entity;

11. make any material alterations to the charter of any committee of the board of any Relevant Group Entity;

12. declare, make or pay any dividend or other distribution to the shareholders of any DivestCo Transferred Entity, DivestCo Newco or the Company, except to another DivestCo Transferred Entity, DivestCo Newco or the Company;

13. liquidate or initiate any proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning any Relevant Group Entity;

14. dispose of any shares or other securities (including loan capital) in, or consolidate or amalgamate, any Relevant Group Entity;

15. apply for the admission to listing or trading on any stock exchange or market of any shares of any Relevant Group Entity;

16. acquire any shares in any other company or otherwise enter into any agreement or other arrangement or permit any action whereby another company becomes a subsidiary undertaking of any Relevant Group Entity;

17. change the share capital (including by variation of rights attaching to any share capital), or create, allot, issue, purchase, repay or redeem, or grant any option or rights in respect of (including to subscribe for or convert any instrument into), any class of share or loan capital or any other securities of any Relevant Group Entity;

18. enter into, settle, waive any right or make any admission in respect of any litigation involving an amount in dispute or claimed, or otherwise involving payment by or to any Relevant Group Entity in respect of the DivestCo Business, in excess of US$ 1.5 million;

19. settle any claim made under any insurance policy in respect of the DivestCo Business, other than materially below the amount claimed, except in the ordinary course of business;

20. make, change or revoke any material Tax election, appoint or remove the auditors, change any accounting period, reference date or method (including with respect to Taxes), change or adopt any new accounting policy or, except in the ordinary course of business or where such action has an immaterial effect, file any amended Tax return, settle or compromise any proceeding or enquiry with respect to any Tax claim or assessment, surrender any right to claim a refund of Taxes or take any other similar material action relating to the filing or the payment of any Tax, in each case in respect of a Relevant Group Entity;

21. amend or waive, to any material extent, any of the terms on which goods, facilities or services are supplied or received in relation to the DivestCo Business, such supplies being in excess of US$ 2 million individually or US$ 5 million in aggregate (in each case, excluding VAT);

22. remove or amend any remuneration (including salary, pension entitlements, bonuses, commissions and benefits in kind), or materially vary the terms of employment or engagement of, or terminate the employment or engagement of, any director, officer or employee with a management grading of Work Level 3 or above or provide or agree to provide any gratuitous material payment or benefit to any such director, officer or employee or any of their dependants, except to the extent that any such amendments or variations are (i) required by law, or (ii) made in the ordinary course of business of the DivestCo Business provided that any such amendments or variations are consistent with past practice, taking into account current market conditions (including in connection with any promotions of DivestCo Employees and/or any annual salary review);

23. discontinue or amend in any material respect, or establish, any pension or employment benefits scheme (including any long term incentive plan or equity incentive scheme) or commence winding up or termination of any pension scheme or any employment benefits scheme (including any long term incentive plan or equity incentive scheme) or cause any pension scheme or any employment benefits scheme (including any long term incentive plan or equity incentive scheme) to cease to admit new members or communicate to employees a plan, proposal or intention to discontinue, amend, wind up, terminate or ceases to admit new members, in each case in respect of a Relevant Group Entity or employees relating to the DivestCo Business; or

24. agree, conditionally or otherwise, to do any of the foregoing.

SCHEDULE 5
SELLER'S BUSINESS WARRANTIES

In this Schedule "**material**" means: (i) any item or matter which would have or represent a cost or liability to any Relevant Group Entity of USD 1,500,000 or more; or (ii) if the cost or liability of any item or matter cannot be quantified or estimated in monetary terms and so the financial materiality threshold set out at (i) above does not apply, its importance is such that it would be expected to have a material adverse effect on the business of any Relevant Group Entity or the DivestCo Business; or (iii) a material breach of law for which criminal proceedings or material civil proceedings might be pursued.

1. THE SALE SECURITIES AND SELLER'S GROUP

1.1 The Sale Securities comprise the whole of the issued and allotted share capital of the Company, have been properly and validly issued and allotted and each is fully paid.

1.2 The Seller directly or indirectly owns, legally and beneficially, free from Encumbrances the whole of the issued share capital of the Company and all such shares have been properly and validly issued and allotted and are fully paid or credited as fully paid. There is no agreement or commitment to give or create any Encumbrance over or affecting any shares in the Company.

1.3 The Seller directly or indirectly owns, legally and beneficially, free from Encumbrances, the whole of the issued share capital of the Relevant Group Entities and all such shares have been properly and validly issued and allotted and are fully paid or credited as fully paid. There is no agreement or commitment to give or create any Encumbrance over or affecting any shares in any Relevant Group Entity.

1.4 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in, the capital of the Company or any Relevant Group Entity under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

1.5 No Relevant Group Entity has given a power of attorney or other actual authority which is still in force and by which a person may enter into an obligation on that Relevant Group Entity's behalf other than in the ordinary course of business, and consistent with past practice, of the DivestCo Business.

1.6 The Company and each Relevant Group Entity is validly incorporated, in existence and is in good standing under the laws of the country in which it is incorporated.

1.7 The register of members (or analogous register or list constituting legal title to shares) of each DivestCo Transferred Entity: (i) is materially up to-date; (ii) is materially maintained in accordance with applicable law; (iii) has not been alleged to be materially incorrect in any written notice received by such DivestCo Transferred Entity; and (iv) is in the possession (or under the control) of that DivestCo Transferred Entity.

1.8 All resolutions, annual returns and other documents required to be delivered to the relevant company registry or other corporate authority in any jurisdiction of incorporation of each DivestCo Transferred Entity have been properly prepared and filed and were true and complete in all material respects.

1.9 Each Relevant Group Entity has complied in all material respects with its articles of association (or analogous constitutional documents) and has obtained all relevant authorisations or permits required to empower them to enter and to perform its obligations under the Transaction Documents.

1.10 The Company is not the legal or beneficial owner of any shares or securities of any other person and, save with respect to the transactions contemplated by the Separation Materials, has not agreed to acquire any such shares or securities.

2. INSOLVENCY

2.1 The Company is not insolvent under the laws of its jurisdiction of incorporation or unable to pay its debts as they fall due.

2.2 No Relevant Group Entity is insolvent under the laws of its jurisdiction of incorporation or unable to pay its debts as they fall due, and so far as the Seller is aware, there are no events or circumstances that may lead under applicable laws to any petition being presented or resolution passed for the winding up of any Relevant Group Entity.

2.3 There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or other insolvency proceedings concerning the Company or any Relevant Group Entity and no events have occurred which, under applicable laws, would justify such proceedings, nor has there been any petition presented, meeting convened, resolution passed, procedure commenced or other analogous step threatened or taken or order made by any Relevant Group Entity in regards to the same.

2.4 No creditor of the Company or any Relevant Group Entity has taken any steps to enforce, or has enforced any security over any assets of the Company or any Relevant Group Entity (as applicable) and, so far as the Seller is aware, there are no circumstances in existence which could lead to any creditor to take such steps.

2.5 None of the Company or any Relevant Group Entity has by reason of actual or anticipated financial difficulties commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.

2.6 No material statutory demand has been served on the Company or any Relevant Group Entity which has not been paid in full or been withdrawn and, so far as the Seller is aware, no other statutory demand has been served on the Company or any Relevant Group Entity which has not been paid in full or been withdrawn.

2.7 No material loan capital, borrowings or interest is overdue for payment by the Company or any Relevant Group Entity and no other material obligation or indebtedness of the Company or any Relevant Group Entity is overdue for performance or payment, and so far as the Seller is aware, no other loan capital, borrowings or interest is overdue for payment by the Company or any Relevant Group Entity and no other obligation or indebtedness of the Company or any Relevant Group Entity is overdue for performance or payment.

3. ACCOUNTS AND FINANCIAL INFORMATION

3.1 The Accounts and Management Information:

(a) have been extracted from the financial systems of the Seller Parent, applying the allocations and assumptions (the "**Allocations and Assumptions**"") set forth therein so as to present carve-out financial information of the DivestCo Business; and

(b) have been prepared in good faith and with reasonable care.

3.2 Taking into account the purposes for which the Accounts were produced, they are not misleading in any material respect and do not materially overstate the profits, materially understate the losses, materially overstate the assets nor materially understate the liabilities of the DivestCo Business, in respect of the period to which they relate.

3.3 The source financial information (before allocation and adjustment) in the financial systems of the Seller Parent used for the purposes of the Accounts and Management Information have been prepared on a basis consistent with the Seller's Group's accounting policies and principles actually applied in the audited consolidated financial statements of the Seller Parent (which have been prepared in accordance with Applicable Accounting Standards) submitted on the Form 10K to the Securities and Exchange Commission for the year ended on the Accounts Date.

3.4 So far as the Seller is aware and except as otherwise Disclosed, there are no material facts or circumstances existing at the date hereof which, had they existed at the date at which the Accounts and the Management Information or the adjustments made to present the profit and loss and balance sheet of the DivestCo Business as if the DivestCo Business was operating on a standalone basis (the "**Standalone Adjustments**") were prepared, would have been reasonably likely to materially change the aggregate net impact of the Allocations and Adjustments (in respect of the Accounts and Management Information) or the Standalone Adjustments.

3.5 The Additional Management Information was prepared in good faith with reasonable care and attention.

3.6 The Relevant Group Entities have in the three years prior to the date hereof kept and properly maintained Books and Records in respect of the DivestCo Business that are required to be kept by applicable law, in all material respects in accordance with applicable laws.

3.7 Since the Accounts Date:

(a) the DivestCo Business has been carried on in all material respects in the ordinary course of business so as to maintain it as a going concern, save for adjustments to employee working practices necessary as a result of the threat of the 'COVID-19' novel coronavirus and/or as a result of mandatory or advisory restrictions issued by any governmental authority in connection therewith; and

(b) the Seller's Group has not, except in the ordinary course of business, acquired, sold, transferred or otherwise disposed of any material assets of the DivestCo Business.

4. FINANCIAL OBLIGATIONS

4.1 **Financial Facilities**

(a) The Existing Debt Facilities are the only available financial facilities (including loans, derivatives and hedging arrangements) pursuant to which finance is provided to or by the DivestCo Business and the Seller's Group is in compliance with all such facilities in accordance with their terms in all material respects.

(b) No Seller Group Company has received any notice to repay under the Existing Debt Facilities.

(c) No Seller Group Company is in payment default or technical default under the Existing Debt Facilities.

4.2 Guarantees Etc.

Other than pursuant to the Existing Debt Facilities or the Leased Properties, there is no outstanding guarantee, indemnity, suretyship or security given:

(a) by the DivestCo Business; or

(b) for the benefit of the DivestCo Business.

4.3 Off-Balance Sheet Financing

Other than pursuant to the Existing Debt Facilities, the DivestCo Business has not factored, discounted or securitised any of its receivables, nor has it engaged in any financing of a type which would not be required to be shown or reflected in the Accounts or waived any right of set-off it may have against any third party.

4.4 Hedging

No Relevant Group Entity has entered into any hedging, forward transactions, futures, options, swaps or other derivatives or hedging arrangements with any person other than another member of the Seller's Group.

4.5 Grants And Allowances

The DivestCo Business has not applied for or received any grant, subsidy or allowance from any governmental or other body.

5. ASSETS

5.1 The Properties

(a) The Disclosure Documents contain true and accurate information, which is complete in all material respects, of the Owned Properties as of the date hereof.

(b) The DivestCo Business does not occupy any real property save for the Properties.

(c) The Seller's Group is the sole legal and beneficial owner of or the lessee, licensee, sublessee, or sublicensee (as applicable) of the Properties.

(d) Each Property has the benefit of such rights and easements as are necessary for the existing use of the Property by the DivestCo Business.

(e) No Property is subject to any Encumbrance other than a Permitted Encumbrance.

(f) No Relevant Group Entity has at any time assigned or otherwise disposed of any property, leasehold or otherwise, in respect of which it has a material continuing liability for payment of rent and/or for any other liability.

(g) So far as the Seller is aware, all buildings and structures comprised in the Properties: (i) are in good and substantial repair and condition and there are no material structural defects or other material defects in them; (ii) are suitable for the performance of the activities that are presently carried out therein according to the applicable laws in all material respects; and (iii) are not in breach of any authorisations or permits required for their lawful possession and use.

5.2 Leases

With respect to the Leased Properties:

(a) the Disclosure Documents contain a true and accurate list of the Leased Properties and the location of such premises as of the date hereof and no licence or sublease has been entered into or granted in respect of the Leased Properties nor has any other right of occupation or possession been granted by the Seller which materially interferes with the conduct of the DivestCo Business;

(b) there is no subsisting material breach and no non-observance of any material covenant, condition or agreement contained in the lease under which the Seller's Group holds its interest in the Leased Property, on the part of the relevant landlord or the Seller's Group; and

(c) each material lease or sublease of the Leased Properties is legal, valid, binding, enforceable and in full force and effect.

5.3 Ownership Of Non-Property Assets

All material assets included in the Accounts or acquired by any member of the Seller's Group or which have otherwise arisen since the Accounts Date, other than the Properties and Intellectual Property Rights and any assets disposed of or realised in the ordinary and usual course of business:

(a) are legally and beneficially owned by the Seller's Group and each member of the Seller's Group has the right to use all tangible material assets used in the DivestCo Business or presently located on the Properties;

(b) are free from Encumbrances other than Permitted Encumbrances;

(c) are, where capable of possession, in the possession or under the control of the relevant member of the Seller's Group; and

(d) are not the subject of any factoring arrangement, conditional sale or credit agreement.

6. COMMERCIAL AGREEMENTS AND ARRANGEMENTS

6.1 **Joint Ventures Etc.**

No Relevant Group Entity is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association which relates to the DivestCo Business.

6.2 Agreements With Employees

No Relevant Group Entity is party to any contract, arrangement or understanding with any DivestCo Employee or director of any Relevant Group Entity (whether directly or indirectly), other than on normal commercial terms in the ordinary and usual course of business.

6.3 Customer And Supplier Contracts

(a) True and accurate copies of all subsisting agreements, and any amendments, variations or modifications to any of the foregoing, with Substantial Customers and Substantial Suppliers have been included in the Disclosure Documents.

(b) Details of any current renegotiations of existing contractual agreements with any Substantial Customer or Substantial Supplier are set out in the Disclosure Letter.

(c) No Seller Group Company is a party to or subject to any material contract, transaction, arrangement, understanding or obligation (other than in relation to any Property or contract of employment) relating to the DivestCo Business which is not in the ordinary and usual course of business.

(d) True, complete and accurate copies of the DivestCo Business' standard customer terms and conditions have been included in the Data Room.

(e) No Substantial Customer or Substantial Supplier has during the twelve (12) months immediately preceding the Original SPA Date materially ceased, reduced or indicated an intention to materially cease or reduce its trading or supply with any Seller Group Company.

(f) No Seller Group Company is party to an arrangement or bound by an arrangement relating to the DivestCo Business which:

(i) was entered into and is otherwise than by way of bargain at arm's length or in which any director or former director of any Seller Group Company is interested; or

(ii) is one under which the Seller Group Company has sold or otherwise disposed of any material asset in circumstances that it remains subject to any liability (whether contingent or otherwise) that is not fully provided for in the Accounts.

(g) No agreement with a Substantial Customer or Substantial Supplier imposes an exclusivity restriction on the DivestCo Business in relation to the purchase or supply of goods and services (i) from or to any person or (ii) in any jurisdiction (in each case except as required by applicable law).

6.4 Compliance With Agreements

(a) All the contracts material to the DivestCo Business to which any member of the Seller's Group is a party are valid and binding obligations of the relevant Seller Group Company and the obligations have been performed and the terms thereof have been complied with in all material respects by the relevant Seller Group Company and by the relevant other party thereto.

(b) No Seller Group Company has received notice in writing of its breach (other than any breach which is immaterial and administrative in nature) of any contract material to the DivestCo Business nor, so far as the Seller is aware, are any circumstances in existence which are reasonably likely to cause a Seller Group Company to breach (other than any breach which is immaterial and administrative in nature) any contract material to the DivestCo Business to which it is a party and no other party to any contract is in, or so far as the Seller is aware is likely to become in, breach (other than any breach which is immaterial and administrative in nature) of any such material contract.

(c) No Seller Group Company has received written notice of termination, or expressing an intent to terminate, any contract material to the DivestCo Business.

6.5 Effect Of Sale Of The Sale Securities

Neither entering into nor completion of this Agreement for the transfer of all or any of the Sale Securities will, or is likely to:

(a) result in a material breach of, or give any third party a right to terminate or vary, or result in any Encumbrance under, any contract or arrangement to which any Seller Group Company is a party which is material to the DivestCo Business; and

(b) so far as the Seller is aware, cause any Seller Group Company to lose the benefit of any right, permit, grant, licence or privilege that it enjoys at present in respect of, and which is material to, the DivestCo Business or relieve any person of any material obligation to any Seller Group Company (whether contractual or otherwise) in respect of the DivestCo Business.

7. EMPLOYEES AND EMPLOYEE BENEFITS

7.1 **Employees And Terms Of Employment**

(a) The Disclosure Documents contain details of the total number of DivestCo Employees of each Seller Group Company and the template employment agreements applicable to each category of DivestCo Employee.

(b) There are no terms and conditions in any contract with any DivestCo Employee, and no written commitment has been made to any DivestCo Employee, pursuant to which such person will be entitled to receive any payment or benefit as a direct consequence of Completion.

(c) All contracts of employment between each Seller Group Company and its DivestCo Employees are terminable at any time on not more than 6 months' notice.

7.2 **Key Employees**

(a) The Disclosure Documents contain the individual employment agreements, confidentiality agreements and any agreement containing post-termination restrictions of each Key Employee.

(b) No Key Employee has given or received notice to terminate his or her employment.

7.3 Works Councils And Employee Representative Bodies

The Disclosure Documents contain details of all works councils, trade unions and other employee representative bodies representing some or all of the DivestCo Employees and all collective bargaining agreements between a Seller Group Company and an employee representative body (other than national, industry or sector level collective bargaining agreements) that are applicable to the DivestCo Employees.

7.4 Industrial Disputes

No Seller Group Company is involved in any strike or industrial dispute or any dispute or negotiation regarding a claim of material importance with any trade union or other body representing the DivestCo Employees.

7.5 Bonus And Incentive Arrangements

(a) The Disclosure Documents contain material details of any share incentive, share option, profit sharing, phantom incentive arrangement, employee share purchase plans, long-term incentive compensation arrangements, bonus, employee benefit trust or other incentive arrangements in which the DivestCo Employees participate (the "**Bonus Plans**").

(b) The Disclosure Documents contain anonymised details by grade and by jurisdiction of all outstanding awards held by DivestCo Employees under the ELTIP.

(c) So far as the Seller is aware, the Bonus Plans have been operated in material compliance with all applicable local laws, rules, regulations, codes of practice or other requirements of regulatory authorities, as amended from time to time, in the jurisdictions in which the Bonus Plans are operated.

(d) So far as the Seller is aware, each Seller Group Company has complied in all material respects with all obligations for the filing of returns and notices with any governmental or tax authority in connection with the acquisition or holding of awards under the ELTIP by DivestCo Employees.

7.6 Immigration

So far as the Seller is aware, every DivestCo Employee or worker who requires permission to work for the Seller has current and appropriate permission to work in the jurisdiction where their role is performed.

7.7 Compliance

Since 1 January 2017, each Seller Group Company has in relation to each DivestCo Employee complied in all material respects with all obligations owed to and in respect of DivestCo Employees, including under legislation, regulations, codes of conduct, codes of practice, collective agreements, terms and conditions of employment, and have not incurred any material liability to any DivestCo Employee in respect of any accident or injury. No Seller Group Company has received written notice (i) alleging any liability that would be material when aggregated, with respect to misclassification of any individual as an independent contractor, consultant or equivalent rather than as an employee or worker or any individual being classified as a worker rather than as an employee, or (ii) of any actual, pending or threatened employee, independent contractor or worker misclassification claims that would be material when aggregated.

7.8 Pension Schemes

In this paragraph 7.8, Relevant Pension, Specified DivestCo Defined Benefit Plan, Specified RemainCo Defined Benefit Plan, RemainCo Defined Benefit Plan and DivestCo Defined Benefit Plan have the meanings given to each term in Separation Agreement.

(a) Exhibit A to schedule 10 of the Separation Agreement contains a true, accurate and complete list of each Specified DivestCo Defined Benefit Plan and each Specified RemainCo Defined Benefit Plan.

(b) The Disclosure Documents contain copies of:

(i) the material governing documentation or a summary of each Relevant Pension in which a DivestCo Employee participates; and

(ii) the most recent actuarial or financial valuation reports of each DivestCo Defined Benefit Plan and each Specified RemainCo Defined Benefit Plan.

(c) Each Relevant Pension has been registered with the appropriate tax authority where applicable, and operated and administered in accordance with its governing documentation in all material respects, and with the requirements of applicable law in all material respects.

(d) All material contributions, premiums and payments required to have been made under or in connection with the terms of any Relevant Pension or under applicable law have been made within the time periods prescribed by the terms of such plan and applicable law and no such costs are outstanding.

(e) The closing or restructuring (including to new hires as of 1 October 2016) of all Relevant Pensions in Germany has been made in accordance with applicable law and the plan governing documentation.

(f) Coty Netherlands B.V. does not fall under the scope of any compulsory industry-wide pension funds in the Netherlands and has not received notification of any such pension fund prior to Completion.

(g) There are (i) no material current claims (other than routine claims for benefits) or proceedings, nor investigations by any governmental authority involving any Relevant Pension and (ii) so far as the Seller is aware, no such pending or threatened claims, proceedings or investigations against any Relevant Pension.

(h) So far as the Seller is aware, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will:

(i) accelerate the time of payment or vesting or trigger any payment or funding of compensation or benefits under a DivestCo Defined Benefit Plan or Specified RemainCo Defined Benefit Plan, or increase the amount payable or trigger any other obligation under any DivestCo Defined Benefit Plan or Specified RemainCo Defined Benefit Plan, which in either case would be material;

(ii) limit or restrict the right of the DivestCo Transferred Entities or, after Completion, any member of the DivestCo Group, to merge, amend or terminate any DivestCo Defined Benefit Plan or Specified RemainCo Defined Benefit Plan.

(i) No DivestCo Employee employed in the United Kingdom has a right (whether in circumstances of redundancy or otherwise) to elect to take an immediate early retirement pension. Since 1 January 2017, no Relevant Group Entity has consented to early retirement pensions where the payment of an early retirement pension is subject to employer consent.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Disclosure Documents list details as of the date indicated on such Disclosure Documents, of all applications and registrations included in the Owned Business IPR.

8.2 All:

(a) The material Business IPR is either solely legally and beneficially owned by a Seller Group Company, or used by a Seller Group Company under valid licence from the applicable third party owner;

(b) Owned Business IPR is not being infringed, misappropriated or otherwise violated in any material respect by any third party, so far as the Seller is aware;

(c) Owned Business IPR is not subject to any Encumbrance other than a Permitted Encumbrance that is material to the DivestCo Business; and

(d) renewal fees which are due and steps which are required, in each case as of the Original SPA Date, for the maintenance and protection of all material Owned Business IPR that is registered have been paid and taken; except for such fees and steps in connection with Owned Business IPR that the Seller's Group does not, acting reasonably, deem material and therefore have, as part of ordinary course prosecution and maintenance, abandoned, disposed of or otherwise permitted to lapse.

8.3 True and accurate copies of all material license agreements pursuant to which a Seller Group Company has been granted rights with respect to Licensed Business IPR have been included in the Disclosure Documents.

8.4 No Seller Group Company has in the past two (2) years received written notice or a written claim, and in each case, no person is:

(a) asserting in litigation or other proceeding, that the conduct of the DivestCo Business infringed, misappropriated or otherwise violated the Intellectual Property Rights of any third party; or

(b) challenging the ownership, use, validity, enforceability, patentability or registrability of any material Owned Business IPR (other than routine office actions or other determinations in the ordinary course of prosecution before a governmental authority).

8.5 The conduct of the DivestCo Business as currently conducted does not infringe, misappropriate, or otherwise violate the Intellectual Property Rights of any third party in any material respect, nor has it done so since 1 January 2017.

8.6 Subject to consummation of the Transaction in accordance with the terms of the Transaction Documents, a member of the DivestCo Group will from Completion own, or have valid authority to use, all the Intellectual Property Rights it requires to carry on its business following Completion as such business has been carried on during the two (2) years prior to the Original SPA Date.

9. INFORMATION TECHNOLOGY, DATA PROTECTION AND CYBERSECURITY

9.1 All Material IT Systems are either (i) legally and beneficially owned by the Seller's Group free from any Encumbrance or (ii) supplied by third party suppliers on arm's length commercial terms and, so far as the Seller is aware, there are no circumstances in which the ownership, benefit or right to use the Material IT Systems may be materially and adversely affected by virtue of the entering into this Agreement or completion of the Transaction.

9.2 The Material IT Systems:

(a) function and perform materially in accordance with all applicable specifications;

(b) have not materially failed to function or caused any material disruption or interruption to the DivestCo Business during the last three years;

(c) have sufficient capacity and materially satisfy the current requirements of the DivestCo Business as currently conducted;

(d) so far as the Seller is aware, include sufficient user information to enable reasonably skilled personnel in the field to use and operate them in the ordinary course of business;

(e) so far as the Seller is aware, contain no open-source software;

(f) have up to date security patches and security and back-up systems to preserve the availability, security and integrity of the Material IT Systems and the data processed and stored on the Material IT Systems consistent with industry practice; and

(g) have been maintained and currently have the benefit of appropriate development maintenance and support agreements.

9.3 The Seller Group Companies have taken reasonable steps to ensure that the Material IT Systems used by the Seller Group Company in the carrying on of the DivestCo Business is free from any virus or other malware. So far as the Seller is aware:

(a) the Material IT Systems have not been accessed by any unauthorised person and no virus or malware has come into contact with the Material IT Systems; and

(b) no material, unauthorised access, amendment or damage to data stored on the Material IT Systems has taken place during the last three (3) years.

9.4 In respect of the DivestCo Business, the Seller Group Companies have possession or control of the source code of all software in the Material IT Systems (including any customisation or configuration thereof) or have the right to gain access to that source code under the terms of source code deposit agreements with the owners of the rights in the relevant software and reputable escrow agents.

9.5 In respect of the DivestCo Business, all records, data and information of the Seller Group Companies are recorded, stored, maintained or operated or otherwise held by the Seller Group Companies and the use of or access to such records and systems is not wholly or partly dependent on any facilities which are not under the exclusive ownership or control of the Seller Group Companies.

9.6 All the domain names owned by the Seller Group Companies and exclusively or predominantly used, held for use, or required to be used, in or in connection with the DivestCo Business as presently carried on or as carried on in the two (2) years prior to the Original SPA Date are Disclosed (the "**Domain Names**"). The Seller Group Companies are the sole owner of the Domain Names, together with the website(s) which may be accessed at the Domain Names.

9.7 The Seller's Group has in place procedures consistent with industry practice, and so far as the Seller is aware has followed those procedures in all material respects:

(a) to take and store back-up copies of the software and data in the Material IT Systems, including all electronically stored information used by the Seller Group Companies in connection with the DivestCo Business; and

(b) to minimise unauthorised access to and the introduction of viruses and other contaminants into the Material IT Systems.

9.8 The Seller's Group is in material compliance and has complied in all material respects with all applicable Data Protection Laws relating to the processing of the DivestCo Business' personal data, including by:

(a) maintaining complete, accurate and up-to-date records of its personal data processing activities as required by the Data Protection Laws;

(b) procured valid consents where required under Data Protection Laws, including in respect of the use of electronic communications for direct marketing purposes appointed a data protection officer ("**DPO**") if required to do so under the Data Protection Laws or, if the Seller's Group is not required to appoint a DPO, has named individual person(s) responsible for data protection compliance; and

(c) introducing measures to undertake due diligence on third-party suppliers.

9.9 The Seller's Group has:

(a) introduced appropriate data protection policies and procedures concerning the collection, use, storage, retention and security of personal data, and has implemented regular staff training and carries out penetration testing and cyber audits;

(b) issued privacy notices to data subjects that comply with applicable requirements of the Data Protection Laws; and

(c) implemented appropriate technical and organisational measures to keep processed personal data strictly confidential and to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

9.10 The Seller's Group carries out tests and vulnerability assessments of its Material IT Systems and business environment that are designed to identify material cybersecurity threats to any such assets and systems consistent with good industry practice. All material cybersecurity and business continuity incidents during the two (2) years prior to the date hereof have been recorded, including information pertaining to the root cause analysis and follow up actions taken.

9.11 The Seller's Group has not, during the two (2) years prior to the date hereof:

(a) suffered any past material personal data breach or cybersecurity incident;

(b) received any written notice, request or other communication from any supervisory authority relating to a breach or alleged breach of their obligations under Data Protection Laws; or

(c) received any written claim, complaint or other communication from any data subject or other person claiming a right to compensation under Data Protection Laws or alleging any breach of Data Protection Laws, and so far as the Seller is aware there is no fact or circumstance that may lead to any such written notice, request, claim or complaint.

9.12 No requests to the DivestCo Business made by data subjects in respect of their rights under applicable Data Protection Laws, including access to personal data or applications for rectification or erasure of personal data, have been made that remain unsatisfied at the Original SPA Date.

10. ENVIRONMENTAL MATTERS

For the purposes of this paragraph 11, the following terms shall have the following meanings:

"**Environmental Permits**" means all licences, permits, notifications or registrations made or issued under, or required by, Environmental Law for the lawful carrying on of the business of the DivestCo Business or the lawful use or occupation of the Properties;

"**Hazardous Matter**" means any substance, material, liquid, solid, gas or other matter of any nature, that is capable of causing harm or damage to, or other interference with, the environment or is regulated under Environmental Law;

10.1 The Disclosure Documents include (a) all environmental reports and documents relating to the DivestCo Business where such reports and documents were required to be produced in relevant jurisdictions since 1 January 2017; and (b) all other such material environmental reports and documents that are in the possession of the Seller's Group which have been produced in the five (5) years preceding the Original SPA Date.

10.2 No Relevant Group Entity is responsible (wholly or in part) for any clean up or other corrective action which has been assessed or ordered by any Environmental Authority in relation to any Property or, so far as the Seller is aware, former property of the DivestCo Business or is subject to any investigation or inquiry by an Environmental Authority in relation to the same and, so far as the Seller is aware, in relation to the Relevant Group Entities, Property or former property of the DivestCo Business, there are no past or present events, conditions, circumstances, activities, practices or incidents which have given rise to or are likely to give rise to any material liability under Environmental Laws or Environmental Permits.

10.3 So far as the Seller is aware, no Relevant Group Entity has spilled, deposited, disposed of, discharged or emitted any Hazardous Matter at, in, on, under or from any Properties or former property of the DivestCo Business in material breach of any Environmental Laws or Environmental Permits.

10.4 So far as the Seller is aware, no Relevant Group Entity has caused any Hazardous Matter to be generated, used, treated, kept, disposed of, managed, accumulated on or transported in material breach of any Environmental Laws or Environmental Permits.

11. COMPLIANCE WITH LAWS

11.1 Since 1 January 2017, the Seller's Group has conducted the DivestCo Business in all material respects in accordance with all applicable laws and regulations and the Seller's Group has received no written notice of any investigation, enquiry, order, decree or judgment of any court or governmental agency that is currently outstanding against the Seller's Group with respect to the DivestCo Business.

11.2 Each Seller Group Company is in possession of all material licences, registrations, consents, permits and authorisations required for it to carry on the DivestCo Business in the places and manner in which the DivestCo Business is now carried out and all such material licenses, registrations, consents, permits and authorisations are valid and subsisting.

11.3 So far as the Seller is aware, since 1 January 2017 all products manufactured by or on behalf of the DivestCo Business have been:

(a) registered, authorised, certified, permitted and/or approved (as the case may be) ("**Product Registrations**") in accordance in all material respects with the applicable laws and regulations of the jurisdictions in which such products are manufactured, marketed and/or supplied; and

(b) manufactured, marketed and supplied in compliance in all material respects with the specifications, conditions and standards of their corresponding Product Registrations.

11.4 So far as the Seller is aware, there has been no adverse event or other incidents in relation to any DivestCo Business product that has or might reasonably give rise to a suspension or withdrawal of any Product Registration or the recall or withdrawal of any such product from the market.

11.5 So far as the Seller is aware, no Seller Group Company has manufactured or supplied any DivestCo Business product in respect of which any material product liability claim has been made since 1 January 2017 as a result of its failure to comply to a material extent with any warranty or representation expressly or impliedly made in relation to it or any applicable law affecting it.

11.6 Each Seller Group Company in respect of the DivestCo Business has policies and procedures in place consistent with industry practice to prevent modern slavery or the use of child labour in the organisations and supply chain of the DivestCo Business and takes appropriate measures to ensure compliance with such policies.

11.7 The DivestCo Business currently carried on by LLC Capella does not require the Russian Strategic Licence (as such term is defined in the Separation Agreement) in order to carry on business in the ordinary course.

12. ANTI-CORRUPTION, SANCTIONS AND COMPLIANCE

12.1 No Relevant Group Entity has engaged in any activity, practice or conduct since 1 January 2017 which would constitute an offence under the Bribery Act 2010, the Foreign Corrupt Practices Act of 1977 (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and 1998, and as may be further amended or supplemented from time to time), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997 ("**Anti-Corruption Laws**") or similar applicable legislation in the jurisdictions in which the DivestCo Business operates, in each case which would be materially adverse to the DivestCo Business. Without limiting the generality of the foregoing, with respect to the DivestCo Business, no Relevant Group Entity nor any director, officer, or so far as the Seller is aware, employee, agent, or other person acting on behalf or for the benefit of any Relevant Group Entity has offered, promised, provided, or authorised since 1 January 2017 the provision of any money or other thing of value, directly or indirectly, to any person to materially and improperly influence official action or secure an improper advantage in connection with the DivestCo Business.

12.2 No Relevant Group Entity has engaged in any activity, practice or conduct since 1 January 2017 which would constitute a breach of economic or financial sanctions, trade embargoes or export controls imposed, administered or enforced from time to time by a government agency ("**International Trade Laws**"), which would be materially adverse to the DivestCo Business. Without limiting the generality of the foregoing, with respect to the DivestCo Business, no Relevant Group Entity nor any director, officer, employee, agent, or other person acting on behalf or for the benefit of any Relevant Group Entity has engaged, nor is now engaged, in any dealings or transactions (directly or knowingly indirectly) with or for the benefit of any Sanctioned Person.

12.3 As far as the Seller is aware, no Relevant Group Entity has engaged in any activity, practice or conduct since 1 January 2017 which would constitute being a party to (or being concerned in) any arrangement or concerted practice of an anti-competitive nature, an abuse of a dominant position, or otherwise an infringement of antitrust or competition laws in any jurisdiction ("**Antitrust Laws**") which would be adverse to the DivestCo Business.

12.4 As far as the Seller is aware, no Relevant Group Entity has engaged in any activity, practice or conduct since 1 January 2017 which would constitute an offence under applicable Anti-Money Laundering Laws, which would be materially adverse to the DivestCo Business.

12.5 As far as the Seller is aware, no Relevant Group Entity is or has since 1 January 2017 been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under Anti-Corruption Laws, International Trade Laws, Antitrust Laws or Anti-Money Laundering Laws with respect to the DivestCo Business, and no Relevant Group Entity has received any written notification that any such investigation, inquiry or proceedings are or have been threatened or are pending with respect to the DivestCo Business.

12.6 It is the policy of the Purchaser not to conduct business in or with North Korea, Sudan, Syria, Crimea, Cuba, or Iran (each a "**Restricted Country**"), in view of the significant corruption, financial crime, terrorist financing, political, and business risks these jurisdictions present. With respect to the DivestCo Business, since 1 January 2017, no Relevant Group Entity nor any director, officer, employee, agent, or other person acting on behalf or for the benefit of any Relevant Group Entity has engaged in, nor is now engaged in, any dealings or transactions with any person located, organized, or ordinarily resident in any Restricted Country, in each case directly or knowingly indirectly, including through agents or other persons acting on its behalf.

12.7 Each Relevant Group Entity maintains adequate written procedures and internal accounting controls which are designed to ensure compliance by the DivestCo Business and its respective directors, officers and employees with all Anti-Corruption Laws, International Trade Laws, Antitrust Laws and Anti-Money Laundering Laws.

13. LITIGATION

13.1 No Seller Group Company is involved whether as claimant or defendant or other party in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (other than as claimant in the collection of debts arising in the ordinary and usual course of its business) which is material to the DivestCo Business, which for these purposes shall mean (a) any single claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration with a value (including potential costs) exceeding US$ 1,500,000 or (b) so far as the Seller is aware, multiple claims in respect of the same facts and circumstances which together have an aggregate value exceeding US$ 1,500,000.

13.2 No claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration is pending or threatened by or against any Seller Group Company which is material to the DivestCo Business, which for these purposes shall mean any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration with a value (including potential costs) exceeding US$ 1,500,000.

13.3 There are no investigations, disciplinary proceedings or other circumstances reasonably likely to lead to any such material claim or legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration.

13.4 The DivestCo Business is not affected by any existing or pending judgments or rulings, orders or decrees of any court or governmental authority or any expert determination or arbitral award.

14. INSURANCE

14.1 Details of all current insurance policies relating to the material assets and business of the DivestCo Business are contained in the Disclosure Documents ("**Insurance Policies**").

14.2 Each Seller Group Company has complied in all material respects with its obligations under each such Insurance Policy.

14.3 All Insurance Policies are in full force and effect, none are void or voidable.

14.4 The Insurance Policies have provided substantially similar insurance coverage continuously in the last five (5) years.

14.5 All premiums due and payable up to the Original SPA Date in respect of such Insurance Policies have been paid.

14.6 No material claims have been made or notified under any Insurance Policy relating to the DivestCo Business in the past twelve (12) months, and no material claim is outstanding except those already notified to the insurance company.

14.7 All claims data provided to the Purchaser relating to the DivestCo Business is accurate and complete as of its respective valuation date.

14.8 With respect to the Insurance Policies, there are no open claims being defended on a reservation of rights basis and there are no open claims with any insolvent carriers.

14.9 So far as the Seller is aware, there are no circumstances, and nothing has been done or omitted to be done by any Relevant Group Entity in respect of the DivestCo Business, which might lead to the insurers avoiding any liability under them or the premiums being increased in any material respect.

15. TAXATION

15.1 All material Taxation for which any DivestCo Transferred Entity is liable or for which any DivestCo Transferred Entity is or has been liable to account has been duly and punctually paid or accounted for, within the time limits prescribed by relevant legislation.

15.2 Each DivestCo Transferred Entity has, in the Relevant Period and in accordance with applicable reporting standards: (a) accurately completed and filed all material Tax Returns required to be filed by law; and (b) given all material notices and information required to be given by that DivestCo Transferred Entity, for any Tax purpose within the time prescribed by law. No Tax Return is disputed by any Taxation Authority or, so far as the Seller is aware, likely to be disputed by any Taxation Authority.

15.3 No DivestCo Transferred Entity is or has been liable to pay any material fine, surcharge, interest or penalties to a Taxation Authority.

15.4 There is no dispute or disagreement, and there has not at any time within the Relevant Period been any dispute or disagreement, between any DivestCo Transferred Entity and any Taxation Authority and no DivestCo Transferred Entity is subject to any non-routine visit, enquiry or investigation by any Taxation Authority.

15.5 Each DivestCo Transferred Entity has, in accordance with law, duly registered with the relevant Taxation Authorities.

15.6 Each DivestCo Transferred Entity is and has since its incorporation been resident for all Tax purposes only in its jurisdiction of incorporation and neither has nor has had a branch, agency or permanent establishment outside of its jurisdiction of incorporation.

15.7 All documents that may be necessary to establish the title to any asset of any DivestCo Transferred Entity or under which a DivestCo Transferred Entity has any rights to any asset have been duly stamped.

15.8 Neither entering into this Agreement, the Agreement becoming unconditional nor Completion will give rise to:

(a) any liability to corporation tax for any DivestCo Transferred Entity resident in the UK for Tax purposes under Section 179 of the Taxation of Chargeable Gains Act 1992 of the UK or Section 345 of the Corporation Tax Act 2009 of the UK;

(b) any withdrawal or clawback of Relief from stamp duty land tax for any DivestCo Transferred Entity under paragraph 3 of Schedule 7 to the Finance Act 2003 of the UK;

(c) any degrouping or similar charges for any DivestCo Transferred Entity not resident in the UK for Tax purposes under equivalent or similar legislation (if any) to that referenced in (a) above; or

(d) the withdrawal, clawback or other loss of any intragroup or similar Relief that was made available to a DivestCo Transferred Entity as a result of the DivestCo Transferred Entity ceasing to be a member of the Seller's group for Tax purposes.

15.9 No claim in writing has ever been made by a Taxation Authority in a jurisdiction where a DivestCo Transferred Entity does not file Tax Returns that such DivestCo Transferred Entity is or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction.

15.10 No DivestCo Transferred Entity has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency (except for automatic or regular extensions of time to file income Tax Returns.

15.11 No DivestCo Transferred Entity (i) has at any time in the Relevant Period been a member of an affiliated group filing a consolidated, joint, unitary or combined Tax Return, (ii) is a party to or has an obligation under any Tax sharing, Tax indemnification, or Tax allocation agreement or similar contract or arrangement except in the ordinary course of business and gross up obligations; or (iii) has any liability for the Taxes of any other Person under U.S. Treasury Regulations Section 1.1502-6 (or any similar provision of U.S. state, local or non-U.S. Law), as a transferee or successor.

15.12 No DivestCo Transferred Entity has been a United States real property holding company within the meaning of Code Section 897(c)(2) during the period specified in Code Section 897(c)(1)(A)(ii).

15.13 No DivestCo Transferred Entity has participated in nor has any liability or obligation with respect to any "reportable transaction" within the meaning of U.S. Treasury Regulations Section 1.6011-4.

15.14 None of the material Intellectual Property Rights owned by any of the DivestCo Transferred Entities is subject to the anti-churning rules under Code Section 197(f)(9) and the U.S. Treasury Regulations thereunder.

15.15 In respect of all payments made by Coty Beauty Spain, S.L.U. which were paid without deduction or withholding for, or on account of, Taxes pursuant to any double tax treaty, Coty Beauty Spain, S.L.U. has obtained and kept all residence certificates and other evidence required under that double tax treaty to enable it to make such payments without the deduction or withholding of any Taxes.

16. GENERAL

As far as the Seller is aware, the Data Room has been prepared in good faith, taking into account those matters that the Seller reasonably considers would be material to a reasonable buyer of the DivestCo Business, and does not omit any matter that would be material to a reasonable buyer of the DivestCo Business.

SCHEDULE 6
TAX COVENANT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, unless the context requires otherwise, the following additional definitions shall apply:

"**Accounting Period**" means any period by reference to which any income, profits or gains, or any other amounts relevant for the purposes of Tax, are measured or determined;

"**Assessments**"means:

(a) any assessment, notice, letter, determination, demand, action, suit, proceeding, investigation, adjustment, audit or other document issued or action taken by or on behalf of any Taxation Authority or other person (whether issued or taken before, on or after Completion and whether satisfied or not at the Completion Date); and

(b) any return, amended return, self-assessment, amended self-assessment, computation, accounts or any other document required or relevant for the purposes of Taxation (in any jurisdiction),

in any case from which it appears that a Tax Liability has been, or may be, imposed on a DivestCo Group Company or that an increased or further payment to a Taxation Authority or other person is or may be required to be made;

"**Event**" means any event, transaction (including the execution of this Agreement and Completion), action, step, arrangement, circumstance or omission and includes further (without limitation) becoming, being or ceasing to be a member of a group of companies (however defined) for the purposes of any Tax;

"**Final Allocation**" has the meaning given to it in paragraph 10.3 of this Schedule 6 (*Tax Covenant*);

"**Macro Allocation**" has the meaning given to it in paragraph 10.3 of this Schedule 6 (*Tax Covenant*);

"**Micro Allocation**" has the meaning given to it in paragraph 10.3 of this Schedule 6 (*Tax Covenant*);

"**Pre-Completion Accounting Period**" means any Accounting Period ending on or before the Completion Date, and, with respect to any Straddle Accounting Period, the portion of the Accounting Period on and including the Completion Date;

"**Primary Person**" has the meaning given to it in paragraph 3.1 of this Schedule 6 (*Tax Covenant*);

"**Proposed Allocation**" has the meaning given to it in paragraph 10.3 of this Schedule 6 (*Tax Covenant*);

"**Purchaser's Relief**" means any Relief of a DivestCo Group Company to the extent that the same arises as a consequence of or by reference to an Event occurring, or income, profits or gains earned, received or accrued, after Completion;

"**Separation**" has the meaning given to it in the Separation Agreement;

"**Straddle Accounting Period**" means any Accounting Period that includes (but does not end on) the Completion Date;

"**Tax Liability**" means any liability of any DivestCo Group Company (including any increase in any liability of a DivestCo Group Company) to make or suffer an actual payment of or in respect of Tax (including payments of, or in respect of, Tax for which a DivestCo Group Company: (a) is not primarily liable; or (b) has indemnified another person) with the amount of the Tax Liability being the amount of the actual payment;

"**Tax Purchase Price**" has the meaning given to it in paragraph 10.3 of this Schedule 6 (*Tax Covenant*);

"**Transfer Pricing Adjustment**" means the computation of profits or losses for Tax purposes in relation to a transaction or series of transactions on a basis which substitutes arm's length terms for the actual terms agreed; and

"**Use**" means in relation to any Relief, the use or set-off of such Relief.

1.2 In this Schedule:

(a) references to "**income, profits or gains**" earned, accrued or received on or before a particular date or in respect of a particular Accounting Period or part of an Accounting Period includes income, profits or gains which are deemed for the purposes of any Tax to have been earned, accrued or received at or before that date or in respect of that Accounting Period or that part of an Accounting Period;

(b) references to an "**Event**" occurring on or before a particular date shall include an Event deemed for the purposes of any Tax to occur or which is otherwise treated or regarded as occurring on or before such date, and references to an "**Event**" occurring after a particular date shall include an Event deemed for the purposes of any Tax to occur or which is otherwise treated or regarded as occurring after such date; and

(c) other than when calculating the rate of corporation tax, the Straddle Accounting Period of a DivestCo Group Company shall be deemed to end at that time so that any Event occurring on the same day as, but after the time of, Completion shall be regarded as occurring in another Accounting Period.

2. COVENANT

Subject to paragraph 5 of this Schedule 6 (*Tax Covenant*), the Seller covenants to pay to the Purchaser (so far as possible by way of an adjustment to the consideration for the Sale Securities) an amount equal to:

2.1 any Tax Liability arising:

(a) in connection with or as a consequence of an Event which occurred on or before Completion; or

(b) in respect of or with reference to any income, profits or gains which were earned, accrued or received on or before Completion;

2.2 (without prejudice to the generality of paragraph 2.1 above) any Tax Liability arising:

(a) in connection with, by reference to, or as a consequence of, any Event related to the Separation (including for the avoidance of doubt, each DivestCo Share Transfer and Carve-Out and the execution and delivery of each Local Implementation Agreement (each as defined in the Separation Agreement));

(b) as a consequence of the non-availability, restriction or denial of any Relief in respect of any payment of management charges or interest paid by Galeria Productora de Cosmeticos S. de R.L. de C.V. and/or HFC Prestige International S. de R.L. de C.V. on or before Completion to any Seller Group Company;

(c) as a consequence of the failure to deduct or withhold any Taxation in respect of any payments made by Galeria Productora de Cosmeticos S. de R.L. de C.V. on or before Completion to any Seller Group Company;

(d) in connection with, or as a consequence of, (i) a Seller Group Company failing to recompense HFC Prestige Service Germany GmbH and/or HFC Prestige Manufacturing Germany GmbH in relation to the amortisation or impairment of goodwill created, or (ii) the non-availability, restriction or denial of any Relief in respect of any amortisation or impairment of goodwill recognised by HFC Prestige Service Germany GmbH and/or HFC Prestige Manufacturing Germany GmbH, in each case, with respect to their acquisition of any business from the Proctor & Gamble Company pursuant to the Transaction Agreement dated 8 July 2015;

(e) as a consequence of any Transfer Pricing Adjustment in relation to any arrangement in place in respect of any Pre-Completion Accounting Period pursuant to which a DivestCo Group Company acts as a limited risk distributor with respect to products sold by HFC Prestige International Operations Switzerland Sàrl either as principal or agent;

(f) as a consequence of sales and use tax audits relating to Coty US LLC in respect of the period from 1 January 2007 to 31 December 2018 by the New York State, Department of Tax; and

(g) as a consequence of the non-availability, restriction or denial of any Relief to HFC Prestige Service Germany GmbH and/or HFC Prestige Manufacturing Germany GmbH for any period prior to Completion in respect of any depreciation attributable to the closure of the Hünfeld production site.

3. **SECONDARY LIABILITIES**

The Seller covenants to pay to the Purchaser (so far as possible by way of an adjustment to the consideration for the Sale Securities) an amount equal to:

3.1 any Tax Liability which is primarily the liability of another person that is not a DivestCo Group Company (the "**Primary Person**") for which a DivestCo Group Company is liable in consequence of:

(a) the Primary Person failing to discharge such Tax Liability; and

(b) the relevant DivestCo Group Company at any time before Completion:

(i) being a member of the same group of companies as the Primary Person; or

(ii) having control of, being controlled by, or being otherwise connected or associated with, the Primary Person or being controlled by the same person as the Primary Person for any Tax purpose;

3.2 any Tax Liability related to the Brazil Business in respect of any period before Completion which is primarily the liability of a Primary Person, for which a DivestCo Group Company is liable pursuant to article 133 II of the Brazilian Tax Code or similar local law or regulation; and

3.3 any Tax Liability of any member of an affiliated, consolidated, combined or unitary group of which a DivestCo Group Company is or was a member on or prior to the Completion Date pursuant to U.S. Treasury Regulation Section 1.1502-6 or any analogous or similar U.S. state or local law or regulation.

4. COSTS

The Seller covenants to pay to the Purchaser (so far as possible by way of an adjustment to the consideration for the Sale Securities) an amount equal to any reasonable costs and expenses suffered or incurred by the Purchaser and/or a DivestCo Group Company in connection with any Tax Liability as is mentioned in paragraph 2 or 3 above (or claim for such Tax Liability).

5. EXCLUSIONS AND LIMITATIONS

5.1 The covenants in paragraphs 2, 3 and 4 of this Schedule 6 (Tax Covenant) do not apply (and there shall be no Tax Warranty Claim in respect of a Tax Liability) if and to the extent that:

(a) the Tax Liability was paid or discharged before Completion and such payment or discharge has been reflected in the Completion Accounts;

(b) the Tax Liability would not have arisen but for a failure on the part of any DivestCo Group Company after Completion to make an election or claim a Relief the making or claiming of which was properly taken into account in computing a provision for Tax in the Completion Accounts and which election or claim was notified in writing to the Purchaser on or prior to Completion with adequate details including the name of the relevant DivestCo Group Company;

(c) a Relief (other than a Purchaser's Relief) is or has been made available by the Seller's Group for Use against the Tax Liability at no cost to the relevant DivestCo Group Company;

(d) a member of the Seller's Group has satisfied the Tax Liability by reason of being liable for such Tax under statute but only where such member of the Seller's Group has no right to recover any corresponding amount from the DivestCo Group as a consequence of having satisfied such Tax Liability; or

(e) a Relief is or has been made available to a member of the DivestCo Group as a consequence of a Transfer Pricing Adjustment or other corresponding adjustment to the computation of income, profits or gains or loss to which the Tax Liability relates and such Relief has actually been utilised by the DivestCo Group in reducing a Tax Liability in respect of which the Seller would not have been liable to make payment under paragraph 2.

5.2 The limitations set out in Clause 13.1 (Maximum Liability), 13.2 (Time Limitations), 13.6 (Other Compensation), 13.8 (Provisions), 13.9(d) (change in accounting treatment etc.), 13.10 (Change in Law) and 13.11 (No Double Recovery) shall apply to limit the Seller's liability under the covenants in paragraphs 2, 3 and 4 of this Schedule as set out therein.

6. COUNTER COVENANT

6.1 The Purchaser covenants to pay to the Seller an amount equal to:

(a) any liability of any Seller Group Company to make or suffer an actual payment of, in respect of or on account of, Tax, which is primarily the liability of a DivestCo Group Company for a period after Completion but for which the Seller Group Company is liable in consequence of the DivestCo Group Company failing to discharge such liability after Completion, except any liability in respect of which the Purchaser would have been able to make a claim against the Seller under paragraph 2; and;

(b) any liability of any Seller Group Company to make or suffer an actual payment of, in respect of or on account of Tax, which is primarily the liability of a DivestCo Group Company for a period on or before Completion but for which the Seller Group Company is liable in consequence of the DivestCo Group Company failing to discharge such liability and:

(i) provision, reserve or allowance for such liability of that DivestCo Group Company was made in the Completion Accounts; or

(ii) if and to the extent that the Purchaser or the Company actually recovers an amount in respect of such liability under the Warranty Insurance Policy; and

(c) any reasonable costs and expenses suffered or incurred by the Seller or a Seller Group Company in connection with the liability mentioned in paragraph 6.1(a) and (b).

7. DUE DATE OF PAYMENTS

7.1 Where the Seller is liable to make any payment under paragraph 2, 3 or 4, the due date for the making of that payment shall be the later of the date falling seven (7) days after the Purchaser has served a notice on the Seller demanding that payment and:

(a) insofar as the claim arises under paragraph 2 and 3, the date falling ten (10) Business Days before the last day on which a payment of, in respect of or on account of Tax may be made by the relevant DivestCo Group Company without incurring any liability to interest, a fine, surcharge and/or penalty arising in respect thereof; and

(b) insofar as the claim arises pursuant to paragraph 4, ten (10) Business Days before the day on which the costs and expenses fall due for payment.

7.2 Where the Purchaser is liable to make any payment under paragraph 6.1, the due date for the making of that payment shall be the later of the date falling seven (7) days after the Seller has served a notice on the Purchaser demanding that payment and:

(a) insofar as the claim arises under paragraph 6.1(a) or (b), the date falling ten (10) Business Days before the last day on which a payment of, in respect of or on account of Tax may be made by the relevant Seller Group Company without incurring any liability to interest, a fine, surcharge and/or penalty arising in respect thereof; and

(b) insofar as the claim arises pursuant to paragraph 6.1(c), ten (10) Business Days before the day on which the costs and expenses fall due for payment.

7.3 The limitations set out in Clause 13.1 (Maximum Liability), 13.2 (Time Limitations), 13.6 (Other Compensation), 13.9(d) (change in accounting treatment etc.) ,13.10 (Change in Law) and 13.11 (No Double Recovery) shall apply to limit the Purchaser's liability under the covenant in paragraph 6 of this Schedule as set out therein.

8. NOTICE OF ASSESSMENTS

8.1 If the Purchaser or a DivestCo Group Company becomes aware of an Assessment which may result in the Purchaser making a claim against the Seller under this Schedule (other than under paragraph 2.1 above), the Purchaser shall as soon as reasonably practicable and in any event within ten (10) Business Days give written details of the relevant matters to the Seller (such notice to specify in reasonable detail the basis of such Assessment and shall include a copy of any related correspondence received from and sent to the Taxation Authority) and the Purchaser shall keep the Seller informed of all material matters pertaining to the Assessment, including providing the Seller with copies of all material relevant information, correspondence or other written records to the extent that it relates to the Assessment.

8.2 If the Seller becomes aware of any fact or circumstance which may result in the Seller making a claim against the Purchaser under this Schedule, the Seller shall as soon as reasonably practicable and in any event within ten (10) Business Days give written details of the relevant matters to the Purchaser (such notice to specify in reasonable detail the basis of such claim and shall include a copy of any related correspondence received from and sent to the Taxation Authority) and the Seller shall keep the Purchaser informed of all material matters pertaining to the relevant fact or circumstance, including providing the Purchaser with copies of all material relevant information, correspondence and other written records to the extent relevant.

8.3 The Parties agree that the conduct of any such Assessment shall be taken or carried out in accordance with the provisions of Clause 9.1 of the Shareholders' Agreement.

9. GROUP ARRANGEMENTS

9.1 The Seller shall remove, or procure that the relevant member of the Seller's Group shall remove, the DivestCo Group Companies from all group arrangements of the Seller's Group for Tax purposes with effect from Completion.

10. UNITED STATES TAX

10.1 Without the written consent of the Seller (which consent shall not be unreasonably withheld, conditioned, or delayed), neither the Purchaser nor any Affiliate of the Purchaser shall:

(a) make or cause to be made an election under Section 336(e) or Section 338(g) of the Code with respect to any DivestCo Group Company in connection with the transactions contemplated by this Agreement; or

(b) make any entity classification election for U.S. federal or state tax purposes for any DivestCo Group Company that would be effective on or before the Completion Date.

10.2 Unless otherwise required by a final determination of a Taxation Authority, the Parties agree to treat the purchase of the Sale Securities, the repayment of the Separation Loan Notes (other than the US Loan Notes and the Rollover Loan Notes), and the contribution of the Rollover Loan Notes to JVCo contemplated by this Agreement as a purchase and sale of an undivided interest in 60% of each asset of UK DivestCo, followed by a contribution of the assets by each of Purchaser and Seller, which thereby becomes a new partnership for U.S. federal income tax purposes, as described in Rev. Rul. 99-5, 1991-1 C.B. 434 (Situation 1) for U.S. federal income tax purposes, and agree to file all Tax Returns in a manner consistent with the foregoing, and not take any position, whether in any Tax Return, audit, examination, adjustment or action with respect to a Tax, that is inconsistent with such treatment.

10.3 The Parties agree to allocate an amount equal to the value of 60% of the securities in the JVCo and any other amounts treated as consideration for U.S. federal income tax purposes (together, the "**Tax Purchase Price**") among the DivestCo Group Companies in accordance with the methodology set forth in Schedule 9 (the "**Macro Allocation**"). The portion of the Tax Purchase Price allocated to each DivestCo Group Company under the Macro Allocation shall be further allocated among the assets of each DivestCo Group Company in accordance with the methodology set forth in Schedule 10 (the "**Micro Allocation**"). All allocations under this Agreement shall be made consistent with the Macro Allocation and the Micro Allocation and in accordance with the requirements of Section 1060 of the Code and the U.S. Treasury Regulations thereunder, except to the extent required by applicable law. No later than ninety (90) days following the determination of the Final Principal Amount in accordance with Clause 3.1, the Seller shall prepare and deliver to the Purchaser its determination of the Macro Allocation and Micro Allocation (the "**Proposed Allocation**"). The Purchaser shall, within thirty (30) days following its receipt of the Proposed Allocation, provide any comments regarding the Proposed Allocation to the Seller. In the event that the Seller objects to any of the comments provided by the Purchaser, the Parties will negotiate in good faith to mutually agree on the allocation, which agreed allocation will be the "**Final Allocation**". The Parties shall in all events be bound by the Final Allocation and no Party shall take any contrary or inconsistent position, whether in a Tax Return or otherwise, unless required pursuant to a final determination of a Tax Authority. The Parties shall update the Final Allocation from time to time to reflect any further adjustments to the Final Principal Amount in a manner consistent with the manner in which such allocation was prepared.

10.4 On or prior to the Completion date, the Company shall have delivered to Buyer a certification and notice in compliance with U.S. Treasury Regulation Sections 1.1445-2(c) and 1.897-2(h).

10.5 To the extent permitted by law, the Seller shall include (and/or will cause one or more of its Affiliates to include) with its U.S. federal income Tax Return for the year in which Completion occurs an election pursuant to U.S. Treasury Regulations Section 1.245A-5T(e)(3)(i)(A) or any successor law to close the Tax year of any DivestCo Group Company that is a controlled foreign corporation within the meaning of Section 957(a) of the Code prior to the Completion Date, and, if applicable, the Purchaser shall enter into (and/or, as appropriate under U.S. Treasury Regulations Section 1.245A-5T(e)(3)(i)(C), will cause one or more of its Affiliates to enter into) with the Seller, no later than 30 days prior to the due date for any such Tax Return, a written, binding agreement providing for such an election in accordance with U.S. Treasury Regulations Section 1.245A-5T(e)(3)(i)(C)(1).

11. **MISCELLANEOUS**

11.1 Subject to clause 9.1(e)(iv) of the Shareholders' Agreement, the terms of which shall prevail in the event of conflict with this paragraph 11.1, the Purchaser and the Seller shall cooperate with respect to the preparation and filing of all Tax Returns with respect to any Tax of the DivestCo Group Companies for Pre-Completion Accounting Periods and Straddle Accounting Periods.

11.2 Except as otherwise provided in this Agreement, the Purchaser agrees that it shall, and it shall cause each applicable DivestCo Group Company to preserve and keep the Books and Records (including all Tax and accounting records) of such DivestCo Group Company relating to Pre-Completion Account Periods for a period of seven (7) years from Completion, or for any longer periods as may be required by any Taxation Authority or ongoing litigation.

SCHEDULE 7
REGULATORY AUTHORITIES

1. United States
2. Brazil
3. Japan
4. Mexico
5. Russia
6. Serbia
7. South Africa
8. Turkey
9. Ukraine

SCHEDULE 8
ONE-OFF COST PRINCIPLES

- Contract Separation costs:
  - costs of establishing new contracts for DivestCo NewCo should be borne by DivestCo Newco; and
  - costs of splitting shared contracts should be discussed and agreed in good faith among the Parties.

One-off costs – Key principles

Buyer vs Seller

- One-off Opex and Capex costs have been identified for both Coty and the Buyer. A summary of these costs is shown overleaf and further details by function are found thereafter.
- In general, the following principles have been applied when determining the one-off cost liability:
  - Costs incurred up to signing will be for Coty's account,
  - Costs of setting up the business between Deal Signing and Deal Close borne by the party that undertakes the activity,
  - Costs of enabling provision of the TSAs from the provider will be borne by the provider. Costs of receiving the TSAs will be borne by the receiver,
  - Costs of 3rd party consents to enable TSAs typically passed through to the TSA receiver,
  - Costs of preparing the transfer plan borne by either party (each bears its own costs),
  - Cost of setting up the legal entities and associated registrations e.g. VAT, will be borne by the Seller,
  - Cost of executing transfer plan is borne by the service recipient e.g. by the Buyer for set up of IT environment, data migration.
- The one-off costs presented do not include the following items:
  - Separation and programme management support,
  - Contract separation costs (legal fees and 3rd party costs),
  - Severance costs.

Costing

- One-off costs have been identified and quantified by functional Coty ('Blue') and Waves WholeCo ('Red') specialist teams using bottom up analysis where possible. Estimates have been based on a number of inputs including third party rates/ quotes, triangulation from other similar Coty projects and bottom up analysis based on volume/ units.
- To ensure no double counting of one-off costs, interdependencies have been tracked and cross-functional working groups have been created where relevant. For example Artwork changes have been planned for by a joint Commercial, Supply Chain and Legal team that inputted into the one-off cost analysis.
- Further details around the methodology have been included in the 'key cost drivers and basis of calculation' column in the on e-off costs section or explained in a separate slide.

Phasing

- One-off costs have been defined as H2 FY20 (indicatively pre-signing), H1 FY21 (indicatively signing to completion) and H2 FY21 and FY22 (both post Day 1).

SCHEDULE 9
MACRO ALLOCATION METHODOLOGY

The Tax Purchase Price shall be allocated among the portion of the DivestCo Transferred Entities treated as purchased by the Purchaser consistent with Rev. Rul. 99-5, 1991-1 C.B. 434 (Situation 1) according to the values of the entities as determined using a discounted cash flows methodology (or asset based approach, as appropriate), in each case consistent with the Seller's Group's transfer pricing policies and the amounts of consideration reflected in the Local Implementation Agreements; provided that the foregoing valuations will be subject to review and comment by the Purchaser.

SCHEDULE 10
MICRO ALLOCATION METHODOLOGY

The portion of the Tax Purchase Price allocated to each DivestCo Group Company under the Macro Allocation shall, as appropriate, be further allocated among the assets of each DivestCo Group Company using the methodology set forth below and in a manner that is consistent with Section 1060 of the Code and United States Treasury Regulations §§ 1.338-6 and 1.338-7. The allocation of the Tax Purchase Price shall be adjusted as appropriate upon an adjustment to the Final Consideration using a consistent method. Any payments received by Coty after the Completion Date shall be allocated entirely to Class VII.

Assets	Allocation of Payments
Class I (**cash** and general deposit accounts (including savings and checking accounts) other than certificates of deposit held in banks, savings and loan associations, and other depository institutions)	An amount(s) for such assets equal to the book value for such assets as of the Completion Date.
Class II (actively traded personal property within the meaning of Code § 1092(d)(1) and Treas. Reg. § 1.1092(d)-1 (determined without regard to Code § 1092(d)(3)) and **certificates of deposit and foreign currency** even if not actively traded property, but excluding stock of target affiliates, whether or not actively traded, other than actively traded stock described in Code § 1504(a)(4); examples of Class II assets include U.S. government securities and publicly traded stock)	An amount(s) for such assets equal to the book value for such assets as of the Completion Date.
Class III (assets that the taxpayer marks to market at least annually for federal income tax purposes and debt instruments (including **accounts receivable**), but not including (i) debt instruments issued by persons related at the beginning of the day following the acquisition date to the target under Code §§ 267(b) or 707, (ii) contingent debt instruments subject to Treas. Reg. §§ 1.1275-4 and 1.483-4, or Code § 988, unless the instrument is subject to the noncontingent bond method of Treas. Reg. § 1.1275-4(b) or is described in Treas. Reg. § 1.988-2(b)(2)(i)(B)(2), and (iii) debt instruments convertible into the stock of the issuer or other property)	An amount(s) for such assets equal to the book value for such assets as of the Completion Date; provided, however, that the amount for accounts receivable shall equal to the value assigned to such assets in the Completion Accounts.
Class IV (stock in trade of the taxpayer or other property of a kind that would properly be included in the **inventory** of taxpayer if on hand at the close of the taxable year, or property held by the taxpayer primarily for sale to customers in the ordinary course of its trade or business)	An amount(s) for such assets equal to the value assigned to such assets in the Completion Accounts.

Class V (all assets other than Class I, II, III, IV, VI, and VII assets – for example **fixed assets** and machinery)	An amount(s) for such assets equal to the fair market value for such assets as of the Completion Date.
Class VI (**intangible assets** except goodwill and going concern value)	An amount(s) for such assets equal to the book value for such assets as of the Completion Date.
Class VII (**goodwill and going concern value**)	Residual amount.

SCHEDULE 11
SETTLEMENT OF INTER-COMPANY LOAN AMOUNTS

1. Settlement of Estimated Inter-Company Loan Amounts at Completion

(a) In relation to the Inter-Company Loan Amounts:

(i) the Purchaser shall procure that, at Completion, each Divestco Group Company pays to the Seller (for itself or, as the case may be, as agent for the RemainCo Group Companies to which the relevant Inter-Company Loan Payables are owed) an amount in the applicable currency equal to each of the Estimated Inter-Company Loan Payables (if any) of that DivestCo Group Company which is estimated to be owed to any relevant RemainCo Group Company;

(ii) the Seller shall at Completion (for itself or, as the case may be, as agent for each relevant member of the RemainCo Group) pay to the Purchaser (as agent for the DivestCo Group Companies to which the relevant Inter-Company Loan Receivables are owed) an amount in the applicable currency equal to each of the Estimated Inter-Company Loan Receivables (if any) of each Divestco Group Company which are estimated to be owed by any relevant RemainCo Group Company;

and the Inter-Company Loan Amounts shall be treated as discharged to the extent of that payment.

(b) Any payment of an Estimated Inter-Company Loan Amount pursuant to paragraph 1 of this Schedule 11 shall be deemed to be a payment first, to the extent possible, of all interest accrued on the relevant Inter-Company Loan Amount and thereafter of the relevant principal amount.

2. Final Settlement of Inter-Company Loan Amounts

(a) When the Completion Accounts have been finally agreed or determined in accordance with the terms of this Agreement, the following payments shall be made in respect of any Inter-Company Loan Amount:

(i) if any Inter-Company Loan Payable is greater than the applicable Estimated Inter-Company Loan Payable or any Inter-Company Loan Receivable is less than the applicable Estimated Inter-Company Loan Receivable, then the Purchaser shall procure that the relevant DivestCo Group Company pays to the Seller (for itself or, as the case may be, as agent for the relevant RemainCo Group Company) an amount in the applicable currency equal to the difference; and

(ii) if any Inter-Company Loan Payable is less than the applicable Estimated Inter-Company Loan Payable or any Inter-Company Loan Receivable is greater than the Estimated Inter-Company Loan Receivable, then the Seller shall (for itself or, as the case may be, as agent for the relevant RemainCo Group Company) pay to the Purchaser (as agent for the relevant Divestco Group Company) an amount in the applicable currency equal to the difference.

Any amount payable under this paragraph 2 shall be paid in cash in immediately available funds in US$ and carry interest on such amount for the period from (but excluding) the Completion Date to (but including) the due date for payment calculated on a daily basis. The rate of interest shall be the rate applicable to the relevant Inter-Company Loan Amount under the terms on which it was outstanding at Completion.

(b) For the avoidance of doubt, if there is no estimate of an Inter-Company Loan Amount, then the Estimated Inter-Company Loan Payable or the Estimated Inter-Company Loan Receivable in that case shall be deemed to be zero and the whole amount of that Inter-Company Loan Amount shall be payable pursuant to paragraph 2 of this Schedule 11.

(c) Any payments to be made pursuant to paragraph 2 of this Schedule 11 shall be made within fifteen (15) Business Days after the date on which the Completion Accounts are agreed or determined in accordance with this Agreement. Such payment shall be made in accordance with Clause 3.3 of this Agreement.

SCHEDULE 12
GERMAN REAL ESTATE TERM SHEET

The Parties to the Amended and Restated Sale and Purchase Agreement (the "**SPA**") have agreed, as soon as reasonably practicable after Completion (and in any event within five (5) Business Days of Completion), that the applicable members of the Seller's Group and the Purchaser's Group enter into, and duly execute, a sale and transfer agreement ("the **APA**") on substantially the terms set forth in this Term Sheet ("the **Term Sheet**") pursuant to which the relevant member of the Seller's Group sells and transfers the legal title in the German Real Estate to the relevant member of the Purchaser's Group. The Seller will provide the Purchaser with a draft of the APA.

The APA will provide for the terms and conditions as set out in this Term Sheet. However, the Term Sheet does not include any obligation to enter into the APA and execute the intended transfer of the German Real Estate or implement corresponding measures. The existing confidentiality agreements between the Parties with regard to the Transaction intended by the SPA will also apply to this Term Sheet and the intended APA.

Principle Terms for the APA

1.	**Definitions**	Unless expressly defined otherwise herein, the terms and definitions used in this Term Sheet will have the same meaning as in the SPA and in the Separation Agreement (the "**Separation Agreement**").
2.	**Parties to the APA**	**Wella Grundstücks- und Vermögensverwaltungs GmbH & Co. KG**, a limited partnership (*Kommanditgesellschaft*) under the laws of the Federal Republic of Germany, entered in the commercial register of the local court of Darmstadt under commercial register number HRA 85732, with its registered office at Berliner Allee 65, 64295 Darmstadt – as the Seller within the meaning of this Term Sheet (the "**Seller**"); **Wella Properties GmbH**, a limited liability company under the laws of the Federal Republic of Germany, registered with the commercial register of the local court of Frankfurt am Main under number HRB 120076, with its registered office at Berliner Allee 65, 64295 Darmstadt – as the purchaser within the meaning of this Term Sheets (the "**Purchaser**").
3.	**Object of Sale**	The German Real Estate (also the "**Object of Sale**"), in each case with all buildings located thereon, and other material components (*wesentliche Bestandteile*), as well as the accessories (*Zubehör*) insofar as these are the property of the Seller. The Object of Sale is composed of the following four (4) partial objects of sale (the "**Partial Objects of Sale**" or – each individually – the "**Partial Object of Sale**"): (1) Huenfeld site (the "**Partial Object of Sale 1**"), consisting of the property registered in the land register of Hünfeld, Hünfeld Local Court, folio 2811 and comprising of parcels 13/18 and 13/30 and all rights and easements as agreed between the parties to be necessary for the existing use of the respective properties,

(2) Rothenkirchen site (the "**Partial Object of Sale 2**"), consisting of the property registered in the land register of Rothenkirchen, Auerbach Local Court,

- folio 289, parcel 307/5,
- folio 427, parcels 347/1, 348/1, 349/2, 354 a, and 632,
- folio 548, parcel 634,
- folio 594, parcel 633/2,
- folio 655, parcel 653,
- folio 890, parcel 635/1,

(3) Seedorf site (the "**Partial Object of Sale 3**"), consisting of the property registered in the land register of Basedow, Demmin Local Court, folio 984 and comprising of plot 11, parcels 44/25, 43/24 and 42/25,

(4) Weiterstadt site (the "**Partial Object of Sale 4**"), consisting of the property registered in the land register of Weiterstadt, Darmstadt Local Court, folio 4740 and comprising of plot 4, parcels 37/2, 21/2, 20/11 and 22/3.

4. Encumbrances

The Purchaser shall assume all encumbrances in section II of the land register (other than priority conveyances and pre-emptive rights of third parties) and public easements (*Baulasten*) in the register for public easements (*Baulastenverzeichnis*), in each case including the obligations under the law of obligations underlying those encumbrances/public easements and only (i) to the extent that the respective encumbrances and public easements are already registered in the land register or in the register of public easements on the day of the conclusion of the SPA or, in case the registration is still pending, have been disclosed to the Purchaser prior to the Execution Date (as defined below) (ii) further encumbrances and/or public easements which will be initiated with the written consent of the Purchaser, which may not be unreasonably withheld or delayed. To the extent that Partial Objects of Sale are forming part of a larger industrial site operated by the Seller or its affiliates, the Parties will cooperate in good faith in order to determine whether any further encumbrances and/or public easements must be granted in favor of each other to ensure that the Partial Objects of Sale as well as the remaining properties of the Seller can continue to be operated in the manner as before Completion. The same applies for other separation matters for the respective sites.

5. Purchase Price

The total Purchase Price (the "**Purchase Price**") amounts to EUR 34,930,000.00 and is composed of the following Individual Purchase Prices (the "**Individual Purchase Prices**" or – individually – the "**Individual Purchase Price**"):

- Hünfeld site: EUR 3,136,000.00
- Rothenkirchen site: EUR 8,692,000.00
- Seedorf site: EUR 3,000.00
- Weiterstadt site: EUR 23,099,000.00

VAT

Customary provision for VAT treatment to be agreed between the Parties.

6.	**Due Date for Purchase Price**	Payment of the relevant Purchase Price is due five (5) Business Days after the Execution Date (as defined below). Any payment obligation due under the APA shall bear interest from and including the respective due date, but excluding the date of receipt of payment or fulfilment of the obligation, at a rate per annum of 2%. Any payments pursuant to the APA shall be made in full, without any set-off, counterclaim and without deduction of withholding (save as may be required by law, or as otherwise agreed).
7.	**Actions After Execution**	The notary shall inform the Parties of the fulfilment of each of the following for each Partial Object of Sale, respectively: • entry of the priority notice of conveyance (*Auflassungsvormerkung*) in the Purchaser's favour in the land register; • submission of certificates of satisfaction (*Löschungsbewilligungen*) for such encumbrances in the land register that are not assumed by the Purchaser (if any); • submission of a pre-emptive right waiver declaration (*Vorkaufsrechtsverzichtserklärung*) or a negative clearance (*Negativbestätigung*) from the relevant competent municipality regarding non-exercise or non-existence of pre-emptive statutory municipal rights. • submission of all other waivers, permits and clearance certificates which are necessary for the effectiveness of the APA and its execution in the land register, in suitable form for the land register, with the exception of the tax clearance certificates from the tax offices (*Unbedenklichkeitsbescheinigungen*).
8.	**Title and Economic Transfer**	The Parties have agreed that the possession on the German Real Estate will be transferred to the Purchaser at Completion. The Seller and the Purchaser will, at Completion, therefore enter into a local (interim) usage agreement (the "**LUA**"). Under the LUA, the Purchaser will be entitled to use the German Real Estate free of charge as of Completion until the date of notarization of the APA (the "**Execution Date**"). As of the Execution Date, the Purchaser will maintain possession of the German Real Estate, then based on the terms of the APA, and the LUA shall cease to be effective.

The LUA shall provide that the Purchaser shall put himself in possession of the Object of Sale in a way as if the transfer of possession, burden and use under the APA had occurred at Completion. Concurrently with possession, all burdens (*Lasten*), obligations (*Pflichten*), the risk of accidental loss (*Gefahr des zufälligen Untergangs*), the risk of accidental deterioration (*Gefahr der zufälligen Verschlechterung*), and the safety obligations (*Verkehrssicherungspflichten*) for the German Real Estate shall be transferred to the Purchaser under the LUA, effective as of Completion. The Purchaser shall also be liable for any deteriorations of the Object of Sale caused after Completion.

As of Completion until the payment of the full Purchase Price (i) the Purchaser guarantees that the German Real Estate will be used and managed with the care of a prudent businessman and in the same manner as today, (ii) encumbrances (*Belastungen*) or public easements (*Baulasten*) may only be granted with the Seller's written consent which may not be unreasonably withheld or delayed, (iii) structural changes or other alterations may only be made with the Seller's written consent which may not be unreasonably withheld or delayed, and (iv) leases or other agreements of use may only be concluded with the Seller's written consent which may not be unreasonably withheld or delayed.

After Completion and without undue delay after the Execution Date, property documents available to the Seller will be handed over to the Purchaser, unless mandatory law provides that original documents shall remain with the Seller, in which case the Seller shall hand over respective copies to the Purchaser.

The Parties will discuss in good faith to which extent neighbourhood and public-law contracts (*Nachbarschaftsverträge*, *öffentlich-rechtliche Verträge*), if any, as well as supply, utility, maintenance, lease, service and management agreements etc. shall be in the relationship between the Parties assumed and continued by the Purchaser as of Completion, to the extent they concern the German Real Estate. The Parties shall without undue delay after Signing take all action required to give effect to such assumption in relation to third parties

Insurance policies shall not be assumed. Subject to the following sentence, the Seller shall terminate any existing insurance policies for the German Real Estate effective as of Completion; the Purchaser shall itself take out sufficient insurance coverage on the German Real Estate at its own expense for the period from Completion. Prior to Completion, the Parties will discuss in good faith whether there are any insurances that need to be maintained by the Seller as owner of the Object of Sale until legal title has been transferred to the Purchaser; in such case, the Seller shall take out and maintain such insurances at Purchaser's costs until legal title has been transferred .

9. Representations and Warranties / Liability and Limitations

Each Party warrants by means of an independent guarantee within the meaning of section 311 of the German Civil Code that:

- it is a legal entity validly existing and duly incorporated under the laws of its jurisdiction;
- it has the requisite right, power and authority to execute, deliver, and perform its obligations under the APA;

- no insolvency or similar proceedings have been opened over its assets, it is neither illiquid nor over-indebted and there exists to grounds which justify the initiation of any insolvency proceedings; and
- the APA constitutes binding obligations in accordance with its terms.

Other than the guarantees set out above, no Party gives any guarantee or makes any representation with respect to itself and/or, Object of Sale. To the extent legally permissible and with the exception of claims for specific performance, any claims between the Parties, in particular for (i) breach of pre-contractual obligations including claims under sections 241 para. 2, 311 para. 2 and 3 BGB, (ii) breach of contract including claims under sections 280 et seq. BGB, (iii) frustration of contract including section 313 BGB, (iv) defects of the Object of Sale including under sections 437 et seq. BGB, and (v) tort including under sections 823 et seq. BGB shall be excluded.

In the event of a breach of a warranty set forth above, the defaulting Party shall put the respective other Party into the position that it would have been in if the warranty had been true and accurate, unless the Parties mutually agree otherwise. In any event, should it not be possible to put the respective other Party into the position that it would have been in if the warranty had been true and accurate, or if the defaulting Party finally refuses to put the respective other Party in such position, the liability of the defaulting Party shall be limited to an amount equal to the Purchase Price.

10. Withdrawal

To the extent legally permissible, the right of a Party to terminate the APA shall be excluded.

11. Transaction Costs and Taxes Including RETT

Any notary's fees incurred in connection with the APA, any court fees and any taxes (including real estate transfer tax – RETT), as well as all other costs, including costs for the deletion of such encumbrances that are not assumed by the Purchaser, shall be borne by the Seller. The Seller shall be obliged to pay the RETT without undue delay after receipt of the respective notice of the tax authorities. In case the Seller does not pay the RETT within 5 Business Days, the Purchaser shall be entitled, but not obliged, to pay the RETT directly to the tax authorities; in such case the Seller`s Group shall indemnify the Purchaser in accordance with the SPA.

Each Party shall each bear the costs of their representation and of their advisers.

12. Miscellaneous

The APA shall be made in the German language. Translations shall be for convenience purpose only and are expressly non-binding; they shall not be used for any interpretation of the APA.

If the sale of one or more Partial Objects of Sale does not become effective, is not consummated or is rescinded, the sale of the remaining Partial Objects of Sale shall in such event remain valid and shall be continued to the consummated. In such case and to the extent legally permissible, the Seller shall grant the Purchaser the right to use such Partial Objects of Sale for which the APA cannot be consummated on the basis of lease agreements with a fixed term of 30 years. The commercial terms of such lease agreements will be negotiated between the Parties in good faith. In addition, the Purchaser's right of use shall also be secured by easements in favor of the tenant (*Mieterdienstbarkeiten*).

For the avoidance of doubt and notwithstanding any other provision in this Term Sheet, this Term Sheet (i) is non-binding and (ii) shall not constitute a legal claim by the Purchaser or any other member of the Purchaser's Group against the Seller or any other member of the Seller's Group to require the transfer of legal title in the German Real Estate, and no member of the Purchaser's Group shall have a legal claim against the Seller or any member of the Seller's Group to request the transfer of the legal title (*Anspruch auf Übereignung*) in the German Real Estate under this Term Sheet.

Should any provision of this Term Sheet be or become, either in whole or in part, void ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this Term Sheet shall remain unaffected thereby. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provision as most closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject-matter, scale, time, place and scope of application. The aforesaid shall apply *mutatis mutandis* to fill any gap that may be found to exist in this Term Sheet.

Exhibit 99.1

COTY ANNOUNCES $2.5BN WELLA SALE TO COMPLETE BY NOVEMBER 30, 2020

NEW YORK—November 12, 2020 — Coty Inc. (NYSE: COTY) today announced that the strategic sale of its Professional and Retail Hair business – including the Wella, Clairol, OPI and ghd brands (together, "Wella") – to KKR is anticipated to complete by November 30, 2020. The Company and KKR have entered into amended and restated transaction agreements which remain substantially the same as the original agreements, with the primary adjustment being the removal of certain completion conditions and the sale and transfer of certain entities to Wella post-completion.

The sale will see KKR own 60% of the standalone Wella entity, while Coty retains the remaining 40%. Upon closing, Coty will receive $2.5bn of proceeds, net of tax and expenses. The net proceeds coupled with Coty's retained 40% stake in Wella, initially valued at $1.3bn, will considerably strengthen Coty's capital structure. Coty expects to utilize approximately $2bn of the net proceeds to pay down its Term Loans A and B on a pro rata basis, with the remainder used for general corporate purposes.

Forward Looking Statements

Certain statements in this Earnings Release are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect the Company's current views with respect to, among other things, the sale of the Professional and Retail Hair business, including the Wella, Clairol, OPI and ghd brands (the "Wella Business") and the investment by Rainbow UK Bidco Limited (("KKR Bidco") an affiliate of funds and/or separately managed accounts advised and/or managed by Kohlberg Kravis Roberts & Co. L.P. and its affiliates (collectively, "KKR")) in connection with the standalone business (the "Wella Transaction"), including timing of the Wella Transaction and the use of proceeds from the Wella Transaction. These forward-looking statements are generally identified by words or phrases, such as "anticipate", "are going to", "estimate", "plan", "project", "expect", "believe", "intend", "foresee", "forecast", "will", "may", "should", "outlook", "continue", "temporary", "target", "aim", "potential", "goal" and similar words or phrases. These statements are based on certain assumptions and estimates that we consider reasonable, but are subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual events or results (including our financial condition, results of operations, cash flows and prospects) to differ materially from such statements, including risks and uncertainties relating to:

- the timing, costs and impacts of the Wella Transaction, and the amount and use of proceeds from any such transactions;
- the Company's ability to successfully implement the separation of the Wella Business;
- the Company's relationship with KKR, whose affiliates KKR Rainbow Aggregator L.P. and KKR Bidco are respectively a significant stockholder in Coty and an investor in the Wella Business, and any related conflicts of interest or litigation; and
- other factors described elsewhere in this document and in documents that the Company files with the SEC from time to time.

When used herein, the term "includes" and "including" means, unless the context otherwise indicates, "including without limitation". More information about potential risks and uncertainties that could affect the Company's business and financial results is included under the heading "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's Quarterly Report on Form 10-K for the year ended June 30, 2020 and other periodic reports the Company has filed and may file with the SEC from time to time.

All forward-looking statements made in this release are qualified by these cautionary statements. These forward-looking statements are made only as of the date of this release, and the Company does not undertake any obligation, other than as may be required by applicable law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, or changes in future operating results over time or otherwise.

Ends

About Coty Inc.

Coty is one of the world's largest beauty companies with an iconic portfolio of brands across fragrance, color cosmetics, hair color and styling, and skin and body care. Coty is the global leader in fragrance, a strong number two in professional hair color & styling, and number three in color cosmetics. Coty's products are sold in over 150 countries around the world. Coty and its brands are committed to a range of social causes as well as seeking to minimize its impact on the environment. For additional information about Coty Inc., please visit www.coty.com.

For more information:

Investor Relations

Olga Levinzon, +1 212 389-7733 / olga_levinzon@cotyinc.com

Media

Andra Mielnicki, +1 917 285 0586 / Andra_Mielnicki@cotyinc.com