ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

LINDA CRAWLEY AND JUDY BRADACS

Plaintiff

- and -

AVON CANADA INC. AND NEW AVON LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

February 27, 2026

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AVON RETIREMENT BENEFITS CLASS ACTION SETTLEMENT AGREEMENT

RECITALS

A. **WHEREAS** on December 16, 2019, the representative plaintiffs Linda Crawley and Judy Bradacs commenced a class proceeding against Avon Canada Inc. and New Avon LLC, seeking remedies with respect to the Defendants' termination of post-retirement benefits for retirees and their dependents;

B. **WHEREAS**, on consent, Justice Glustein of the Ontario Superior Court of Justice certified the Action as a class proceeding on January 20, 2022;

C. **WHEREAS** the Parties attended a mediation with Joel Wiesenfeld on December 5, 2025, where the Parties reached an agreement to resolve the Action and entered into a Settlement Term Sheet;

D. **WHEREAS** the Defendants vigorously denied and continue to deny any obligation to the Plaintiffs or Class Members with respect to the post-retirement benefits; and

E. **WHEREAS** the Settlement Term Sheet contemplated the Parties executing this Settlement Agreement.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the approval of the Court, the Parties agree to fully and finally settle this Action on the following terms and conditions:

SECTION 1 — DEFINITIONS

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

(1) *Action* means the within proceeding bearing Court File No. CV-19-00632937-00CP.

(2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts whether incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and administration of this Settlement Agreement, including the costs of all notices.

(3) *Claim Fund* means the Settlement Amount remaining after deductions in respect of Administration Expenses, Class Counsel Disbursements, Class Counsel Fees, any amounts payable to any entity that has assisted in funding the Class Actions, including, but not limited to any levies owing to the CPF whether by statute or otherwise, and taxes, to be paid out to Class Members pursuant to the Distribution Protocol.

(4) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Court to administer the Claims Fund in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.

(5) *Class* means:

(a) all retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, or who were otherwise in receipt of post-retirement benefits, up to January 20, 2022, and who were alive as of December 16, 2017; and

(b) all surviving spouses and dependent children of the persons described in (a).

(6) *Class Counsel* means Goldblatt Partners LLP.

(7) *Class Counsel Disbursements* means the disbursements, including expert and other fees, and applicable taxes incurred by Class Counsel in the prosecution of the Action.

(8) *Class Counsel Fees* means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable as a result of the Settlement Agreement by Class Counsel or the Class Members to any other body or Person.

(9) *Class Member* means a member of the Class or their estate, if a Class Member is deceased.

(10) *Counsel for the Defendants* means Fasken Martineau DuMoulin LLP.

(11) *Court* means the Ontario Superior Court of Justice.

(12) *CPF* means the Class Actions Fund created pursuant to Section 59.1 of the *Law Society Act* and administered by the Class Actions Committee of the Law Foundation of Ontario.

(13) *Date of Execution* means the date on which the Parties execute this Settlement Agreement.

(14) *Defendants* means collectively Avon Canada Inc. and New Avon LLC.

(15) *Distribution Protocol* or *Plan of Allocation* mean the plan for distributing the Claim Fund described in general terms in Section 9.1 of this Settlement Agreement, and to be approved by the Court.

(16) *Effective Date* means the date of a Final Order from the Court approving this Settlement Agreement.

(17) *Final Order* means a final order, judgment or equivalent decree entered by the Court approving this Settlement Agreement in accordance with its terms, once the time to appeal such order has expired without any appeal being taken, if an appeal lies, or if the order is appealed, once there has been affirmation of the order upon a final disposition of all appeals.

(18) *Party* and *Parties* means the Defendants, the Plaintiffs, and, where necessary, the Class Members.

(19) *Person* means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(20) *Plaintiffs* means Linda Crawley and Judy Bradacs, on behalf of the Class Members.

(21) *Released Matters* means, up to the date of the execution of this Settlement Agreement, any and all actions, causes of action, suits, debts, claims and demands, howsoever arising, by the Releasors as the result of, relating to, or arising from the matters raised or advanced in the Action or which could have been raised in the Action related to retirement benefits, whether known or unknown, or by reason of any cause, matter or thing whatsoever relating to the termination of post-

retirement benefits and, in particular, but without limiting the generality of the foregoing, from any and all claims up to the date of execution of this Settlement Agreement which were advanced in the Action or could have been advanced in the Action relating to the termination of post-retirement benefits.

(22) *Releasees* means the Defendants, their insurers and their predecessors, successors, assigns, and reinsurers and all related entities, including but not limited to affiliates, parents, subsidiaries, current and former shareholders or other owners, and their respective present and former officers, directors, employees and agents and their heirs, executors, successors and assigns.

(23) *Releasors* means the Plaintiffs and Class Members in the Action, for themselves, their heirs, executors, successors and assigns.

(24) *Remittances* means any amounts related to employee and employer-paid taxes, deductions, contributions, or premiums in respect of the Canada Pension Plan, the Quebec Pension Plan, Employment Insurance, employer health tax, health services funds, provincial statutory workers compensation schemes, income tax, withholding tax, and any other statutory amounts in respect of the amounts distributed to the Class from the Settlement Amount, including any instalments, interest, penalties or additional amounts in respect of the foregoing, in each case whether disputed or not.

(25) *Settlement Agreement* means this agreement, including the recitals and schedules.

(26) *Settlement Amount* means CDN $3,250,000.

(27) *Settlement Fund* means the Settlement Amount, together with interest earned thereon.

(28) *Settlement Term Sheet* means the agreement reached by the Parties with the assistance of a mediator, Joel Wiesenfeld, the terms of which were stipulated in the Settlement Term Sheet dated December 5, 2025, a copy of which is attached to this Settlement Agreement as Schedule “A”.

(29) *Trust Account* means an interest-bearing account, being a guaranteed investment vehicle, liquid money market account, or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act,* S.C. 1991, c. 46), held at a Canadian financial institution under the control of Class Counsel or the Claims Administrator,

once appointed, for the benefit of the Class Members or Defendants, as provided for in this Settlement Agreement.

SECTION 2 — SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to obtain the approval of this Settlement Agreement by the Court and to secure the prompt, complete, and final dismissal with prejudice of the Action as against the Defendants.

2.2 Action in Abeyance

Until the Parties have obtained the Final Order or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, the Parties agree to hold in abeyance all steps in the Action, other than: (i) the motion to approve the notice as contemplated in Section 2.3; (ii) the motion to approve the Settlement Agreement as contemplated in Section 2.4; and (iii) such other matters required to implement the terms of this Settlement Agreement.

2.3 Motion Seeking Approval of Notice

(1) As soon as reasonably practicable after the Date of Execution, the Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving the notice described in Section 7.1(1) (the "**Notice Approval Order**").

(2) Prior to the filing of the motion materials contemplated in this section, Class Counsel will provide them to Counsel for the Defendants in draft form for review and comment before the materials are filed with the Court.

2.4 Motion Seeking Settlement Approval

(1) The Plaintiffs shall bring a motion for an order, in the form agreed upon by the Parties, approving this Settlement Agreement and dismissing the Action as against the Defendants, as soon as reasonably practicable after:

(a) the Notice Approval Order is made; and

(b) the notices described in Section 7.1(1) have been published.

(2) The Plaintiffs will prepare all materials to be provided to the Court in respect of the motion to approve the Settlement Agreement. The Plaintiffs shall provide the materials in draft form to counsel for the Defendants for review and comment before the materials are filed with the Court.

2.5 Pre-Motion Confidentiality

(1) Until materials are filed with the Court in respect of the notices required under the Settlement Agreement pursuant to Section 2.3, the Parties agree to keep the settlement and all of the terms of the Settlement Agreement confidential and not to disclose them without the prior consent of Counsel for the Defendants and Class Counsel, as the case may be, except that the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

(2) The Parties agree not to seek media coverage of the Settlement Agreement, but shall permit media coverage to the extent reasonably necessary to make Class Members aware of the Settlement Agreement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The Parties will agree to describe the terms of the Settlement Agreement as "reasonable and in the best interests of the class" or substantially similar language.

SECTION 3 — SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) The Defendants shall pay the Settlement Amount to Class Counsel, for deposit into the Trust Account, within 60 days of the Date of Execution or by March 31, 2026, whichever is later.

(2) Payment of the Settlement Amount shall be made by way of wire transfer or electronic fund transfer. Prior to the Settlement Amount becoming due, Class Counsel will provide, in writing, the following information necessary to complete the wire transfer: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other valuable consideration set forth in the Settlement Agreement shall be provided in full satisfaction of the Released Matters as against the Releasees.

(4) The Settlement Amount is all-inclusive and is the only amount to be paid by the Defendants pursuant to this Settlement Agreement. For greater certainty, the Settlement Amount shall be inclusive of all amounts, including, without limitation, taxes (including any required withholdings, contributions, and Remittances), interest, costs, Administration Expenses and Class Counsel Fees.

(5) Neither the Defendants nor the Releasees shall have any obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, the Action, or any other actions related to the Released Matters, including in respect of any Remittances relating to payments made to Class Members in accordance with this Settlement Agreement.

(6) Once a Claims Administrator has been appointed, Class Counsel shall transfer the Claim Fund to the Claims Administrator. The Claim Fund shall continue to accrue interest for the benefit of the Class.

(7) Class Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) Class Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with the Settlement Agreement, the Distribution Protocol, or an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Class and shall become and remain part of the Trust Account.

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Plaintiffs and the Class and shall be paid from the Trust Account. Class Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including

interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Defendants shall have no responsibility in any way related to the Trust Account, including, but not limited to, making any filings relating to the Trust Account, paying tax on any income earned on the Settlement Amount, or paying any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case any interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

(4) The Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing by Class Members beyond the amount withheld from each distribution.

SECTION 4 — TERMINATION OF SETTLEMENT AGREEMENT

4.1 Right of Termination

(1) In the event that:

- (a) this Settlement Agreement is not approved by Final Order of the Court; or
- (b) the Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement,

the Plaintiffs and the Defendants shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 11.16, within thirty (30) days following an event described above.

(2) Failure of the Court to approve in full the request by Class Counsel for Class Counsel Fees and Disbursements shall not be grounds to terminate the Settlement Agreement.

4.2 If Settlement Agreement Is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

(a) no motion to approve this Settlement Agreement, which has not been decided, shall proceed; and

(b) the Parties will cooperate in seeking to have any issued order approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise.

(2) Except as provided for in Section 4.3, if the Settlement Agreement is terminated, the Settlement Agreement and the Settlement Term Sheet shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(3) In the event the Settlement Agreement is terminated, the Settlement Fund, minus any expenses incurred with respect to notice and any taxes paid or owing on the interest earned on the Settlement Amount, shall be paid to the Defendants.

4.3 Survival of Provisions After Termination

If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.2(3), 4.2, 4.3, 6.1, 6.2, 7.1(2) and 7.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

4.4 Accounting of Monies in the Trust Account Following Termination

In the event this Settlement Agreement is terminated, Class Counsel or the Claims Administrator, whichever then has control of the Trust Account, shall deliver an accounting to the Plaintiffs and the Defendants no later than ten days after the termination.

4.5 Disputes Relating to Termination

If there is any dispute about the termination of this Settlement Agreement, the Court shall determine any dispute by motion made by a Party on notice to the other Parties.

4.6 No Right to Terminate

For greater certainty, no dispute or disagreement among the Plaintiffs and/or the Class Members, or any of them, about the proposed distribution of the Settlement Fund or the Distribution Protocol shall give rise to a right to terminate this Settlement Agreement.

SECTION 5 — RELEASE AND DISMISSAL

5.1 Release of Releasees

(1) The Releasors covenant, represent and warrant that, as of the date of the execution of the Settlement Agreement, they have no further claims against the Releasees for, or arising out of, the Released Matters.

(2) In the event that the Releasors have made or should make any claims or demands or commence or threaten to commence any actions, claims or class actions or make any complaints against the Releasees arising out of the Released Matters, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, class action or complaint.

(3) The Releasors agree and undertake that they will not make any claim or commence or maintain any class action, complaint, action or claim against any Person in which any claim could arise against the Releasees for contribution or indemnity or any other relief in respect of any of the actions, causes of action, claims, debts, suits or demands of any nature or kind that has been released by this Settlement Agreement.

(4) In the event that the Releasors make any claim or commence any proceeding in respect of the Released Matters against any person or entity which might make a claim, whether for contribution or indemnity or declaratory or other relief, from the Releasees or any of them, or which might result in a claim, whether for contribution or indemnity or declaratory or other relief, being made against the Releasees or any of them, this Settlement Agreement may be raised as an estoppel and complete bar to any such claim, demand, action, proceeding or complaint.

(5) The Releasors further agree to indemnify and save harmless the Releasees from any and all claims or demands under the *Income Tax Act* (Canada), the *Canada Pension Plan*, the *Employment Insurance Act* of Canada, and any other applicable provincial and federal legislation, including any regulations made thereunder, in respect of any failure on the part of the Releasees or Claims Administrator with respect to taxes (including any withholdings, contributions, Remittances, or tax reporting) in relation to this Settlement Agreement as well as any interest or penalties relating to same. The Releasors also further agree to indemnity the Releasees for any costs or expenses they may incur in relation to such claims or demands.

(6) This release is conditional upon approval of the Settlement Agreement by the Court. If this Settlement Agreement is not approved by Final Order of the Court, the Releasors will not be bound by the release terms set out in Section 5.1.

5.2 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed with prejudice and without costs as against the Defendants.

SECTION 6 — EFFECT OF SETTLEMENT

6.1 No Admission of Liability

(1) Nothing in the Settlement Agreement amounts to an admission of liability by the Defendants or any of the Releasees, and any such liability is denied.

(2) The Plaintiffs, the Defendants, and all Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

(3) Regardless of whether this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Defendants or the Releasees, or of the truth of any of the claims or allegations contained in the Action.

6.2 Agreement Not Evidence

The Parties agree that, regardless of whether it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve, enforce, or some combination thereof this Settlement Agreement, to defend against the assertion of Released Matters, as necessary in any insurance-related proceeding, or as otherwise required by law.

SECTION 7 — NOTICE TO CLASS

7.1 Notice Required

(1) The Class shall be given a single notice of the hearing at which the Court will be asked to approve the Settlement Agreement, Distribution Protocol, Class Counsel Fees, and Class Counsel Disbursements, herein referred to as the "Notice".

(2) If, following the Notice, this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the Class shall be given notice of such event.

7.2 Form and Distribution of Notice

(1) The Notice shall be in a form agreed upon by the Parties and approved by the Court.

(2) The Notice shall be disseminated by:

(a) direct mailing to the Class Members using e-mail and regular mail;

(b) publication on Class Counsel's website; and

(c) such other means, as approved by the Court, as may be reasonably necessary after consultation with the Claims Administrator to ensure that Class Members receive actual notice.

(3) The Defendants shall provide to Class Counsel and the Claims Administrator, from the Defendants' existing electronic records that are in their possession, care or control (including, but

not limited to, information in their human resources records, payroll records, and insurance or pension records), and without any obligation to create any new records, an updated list of Class Members who are identified as such in the Defendants' records. The list of Class Members will include each Class Member's first name, middle name (if known to the Defendants), last name, last known mailing address, last known phone number, and last known e-mail address.

(4) Class Counsel may disclose all information provided by the Defendants pursuant to Section 7.2(3) to the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Sections 7.2, 8.1 and 9.1**.**

(5) If this Settlement Agreement is terminated, Class Counsel and the Claims Administrator must not retain, in any form whatsoever, any record of the information provided pursuant to this Section 7.2.

(6) The Defendants agree to cooperate and will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 7.2(3) from Class Counsel or the Claims Administrator.

(7) Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Defendants' obligation to cooperate pursuant to this Section 7.2 shall cease when all settlement funds or court awards have been distributed.

(8) The information required under Section 7.2(3) shall be delivered to Class Counsel no later than 60 days following the Date of Execution or at a time mutually agreed upon by the Parties**.**

(9) The Claims Administrator will take the following steps to locate Class Members for the purpose of delivery of the notices:

(a) the Claims Administrator will cross-reference the addresses of all former employees of the Defendants identified by the Defendants pursuant to Section 7.2(3) above against the National Change of Address Database produced by Canada Post;

(b) the Claims Administrator will consult and use the address for any Class Members who have contacted the Claims Administrator; and

(c) the Claims Administrator will otherwise take whatever reasonable steps it deems necessary as agreed to by the Parties or as directed by the Court, to most effectively locate Class Members.

SECTION 8 — ADMINISTRATION

8.1 Mechanics of Administration

(1) The mechanics of the implementation and administration of this Settlement Agreement shall be in accordance with the Distribution Protocol, as approved by the Court, which shall be drafted in accordance with Section 9.1.

(2) Class Members will be required to complete and return a form (the "**Administration Form**") or otherwise advise the Claims Administrator of the information set out in the Administration Form, to receive any payment. An incomplete or improperly completed Administration Form will not be grounds to deny a Class Member compensation under this Settlement Agreement. The Claims Administrator will, upon receipt of any incomplete or improperly completed Administration Form, contact the Class Member and use good faith efforts to correct any deficiencies with the Administration Form.

(3) The Claims Administrator will send the Administration Forms by regular mail and e-mail (as available) to the addresses used for the distribution of the notice set out in Section 7.2, subject to any updated contacts received by the Claims Administrator through the searches conducted in accordance with Section 7.2(9) or as provided by Class Counsel and the Defendants.

8.2 Appointment of the Claims Administrator

(1) The Plaintiff, through Class Counsel, will take reasonable steps to retain a Claims Administrator that: (i) assumes full responsibility for the Remittances; (ii) agrees to carry out those responsibilities in a timely and proper manner; and (iii) has sufficient insurance for any actions or omissions that it takes in respect of the Remittances, which insurance will extend to any liability asserted against the Defendants in respect of the Remittances, and the consequences in respect thereof.

(2) The Defendants will have a right to review the Claims Administrator's insurance policy referred to above in Section 8.2(1) in advance of the Plaintiffs formally retaining the Claims Administrator to confirm the existence, scope, and sufficiency of the insurance.

(3) The Claims Administrator will be required to disclose to the Parties the process by which it intends to withhold and remit or pay the Remittances (including the nature and timing), and perform the required tax reporting including issuing any tax information returns as applicable, in advance of taking these steps to permit the Parties to consider the proposed process and to provide any comments on changes that ought to be made to the process.

(4) The Claims Administrator will report to the Parties upon the payment of amounts to Class Members at the completion of any tranche or stage of payments to Class Members, including confirming the Remittances and the dates relating thereto and providing copies of summary tax information returns, but such disclosure to the Defendants will not include the disclosure of the Remittances at an individual Class Member level, including with respect to the identities of any particular Class Member to whom a payment is made under the Settlement Agreement.

(5) By order of the Court, the Claims Administrator will be appointed to serve until such time as the Settlement Amount is distributed to Class Members pursuant to the Distribution Protocol, to implement this Settlement Agreement, and to ensure that the Settlement Amount is distributed in accordance with the Order(s) of the Court(s).

SECTION 9 — DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

9.1 Distribution Protocol

(1) Class Counsel, with the Defendants' approval, will prepare the Distribution Protocol. In general terms, the Distribution Protocol will specify the following:

(a) the plan for providing notice to Class Members of the Distribution Protocol, consistent with Section 7.2(2);

(b) the Claim Fund which will be available for distribution to Class Members;

(c) the amount to be withheld from each distribution as required under provincial and federal legislation, including any regulations made thereunder, which is to be determined by the method agreed upon by the Parties in the Distribution Protocol;

(d) that distribution shall be by way of direct cheque mailing or e-transfer to eligible recipients, minus withholdings; and

(e) that Class Members may receive equal or differing amounts and shall have at least 18 months following the issuance of the Final Order to receive a payment from the Claim Fund.

9.2 Court Approval of Distribution Protocol

Class Counsel will seek the Court's approval of the Distribution Protocol contemporaneous with seeking approval of this Settlement Agreement.

SECTION 10 — CLASS COUNSEL FEES, DISBURSEMENTS, AND ADMINISTRATION EXPENSES

10.1 Responsibility for Fees, Disbursements and Taxes

The Defendants will take no position on and shall not be liable for any Class Counsel Fees or Class Counsel Disbursements, which shall be subject to approval by the Court.

10.2 Responsibility for Costs of Notices and Translation

(1) Class Counsel or the Claims Administrator shall pay the costs of the notices required by Sections 7.1 and 9.1(1)(a) and any costs of translation required by Section 11.11 from the Trust Account, as they become due.

(2) The Defendants shall not have any responsibility for the costs of the notices or translation above and beyond payment of the Settlement Amount, except where the Settlement Agreement is terminated as set out at Section 4.2(3).

10.3 Court Approval of Class Counsel Fees and Disbursements

(1) Class Counsel will seek the Court's approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement.

(2) The approval, or denial, by the Court of any requests for Class Counsel Fees and Class Counsel Disbursements to be paid out of the Settlement Fund are not part of the settlement provided for herein and are to be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the settlement provided for herein.

(3) Any order or proceeding relating to Class Counsel Fees and Class Counsel Disbursements, or any appeal from any such order shall not operate to terminate or cancel this Settlement Agreement or affect or delay the finality of the Final Order and the settlement of this Action provided herein.

SECTION 11 — MISCELLANEOUS

11.1 Motions for Directions

(1) Class Counsel or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation, and administration of this Settlement Agreement.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

11.2 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms "this Settlement Agreement," "hereof," "hereunder," "herein," and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

11.3 Computation of Time

(1) In the computation of time under this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

(b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Rules of Civil Procedure,* RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

11.4 Ongoing Jurisdiction

The Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Class Members and Defendants attorn to the jurisdiction of the Court for such purposes.

11.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and all Parties attorn to the jurisdiction of the courts of the Province of Ontario.

11.6 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith.

(2) None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

(3) If necessary to effectuate the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

11.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court.

11.8 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Defendants shall be binding upon all of the Releasees.

11.9 Counterparts

This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

11.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, the Settlement Term Sheet, or any agreement in principle that may exist, shall have no bearing upon the proper interpretation of this Settlement Agreement.

11.11 Language

(1) *Les parties reconnaissent avoir exigé que la présente entente de règlement et tous les documents connexes soient rédigés en anglais*. The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English.

(2) Nevertheless, if required to by the Court, a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

11.12 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

11.13 Schedule

The schedule forms part of this Settlement Agreement.

11.14 Acknowledgements

Each of the Parties hereby affirms and acknowledges that they, or their representative with authority to bind them with respect to the matters set forth herein, have:

(a) read and understood the Settlement Agreement;

(b) had the terms of this Settlement Agreement and the effects thereof fully explained to them by their counsel;

(c) fully understood each term of the Settlement Agreement and its effect; and

(d) not relied upon any statement, representation or inducement (whether material, false, negligently made, or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to their decision to execute this Settlement Agreement.

11.15 Authorized Signatures

Each of the undersigned represents that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

11.16 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and the Class:

Jody Brown and Melanie Anderson
GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON MSG 2C2
Te1: 416-977-6070
Fax: 416-591-7333
Email: jbrown@goldblattpartners.com
manderson@goldblattpartners.com

For the Defendants:

Sarah J. Armstrong, Daanish Samadmoten,
and Alice Wang
FASKEN MARTINEU DUMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6
Tel: 416-868-3452
Fax: 416-364-7813
Email: sarmstrong@fasken.com
dsamadmoten@fasken.com
awang@fasken.com

11.17 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

LINDA CRAWLEY and JUDY BRADACS, on their own behalf as representative plaintiffs and on behalf of the class, by their counsel:

Name of Authorized Signatory:	Jody Brown
Signature of Authorized Signatory:	

The Defendants, **AVON CANADA INC. (now The Avon Company Canada Limited) and NEW AVON LLC (now The Avon Company),** on their own behalf:

Name of Authorized Signatory:	Claude Dib, CFO of The Avon Company Canada Limited
Signature of Authorized Signatory:	Signed by: Claudia Dib 47F86645BD8E486...
Name of Authorized Signatory:	Benson Seo, CFO of The Avon Company
Signature of Authorized Signatory:	DocuSigned by: Benson Seo 874A74929BF0415...

SCHEDULE "A" – EXECUTED SETTLEMENT TERM SHEET DATED DECEMBER 5, 2025

Crawley et al v Avon Canada Inc. and New Avon LLC,

Court File No. CV-19-00632937-00CP (the "Action")

Settlement Term Sheet

1. The Plaintiffs Linda Crawley and Judy Bradacs (the "**Plaintiffs**") as representatives of the Class (defined below), on the one hand, and the Defendants Avon Canada Inc. (now The Avon Company Canada Limited) and New Avon LLC (now The Avon Company) (the "**Defendants**"), on the other hand, have agreed in principle to settle the Action upon the terms and conditions that follow in this settlement term sheet (the "**Term Sheet**"), subject to the finalization of a definitive settlement agreement (the "**Settlement Agreement**") including the usual standard terms and other settlement documentation, notice to the Class, and approval by the Court (the "**Settlement**").

2. **Class Members:** The "**Class**", as defined in the Order of Glustein J. dated January 20, 2022, being:

   (a) All retirees of Avon Canada Inc. who were at least 55 years of age at the time of retirement and had 15 years of credited service under the Retirement Plan for Employees of Avon Canada Inc. at the time of retirement, who were otherwise in receipt of post-retirement benefits, up to the date of certification, and who were alive as of December 16, 2017; and,

   (b) All surviving spouses and dependent children of the persons described in (a).

3. **Releases:** Comprehensive full and final releases will be given by all members of the Class in favour of the Defendants in a form acceptable to the parties.

4. **No Admission of Liability:** Avon will admit no liability with respect to the allegations made or which could have been made in the Action.

5. **Settlement Amount:** The Settlement Amount (CDN $3,250,000) is to be paid by the Defendants in full and final settlement of all matters raised or which could have been raised in the Action, inclusive of principal, interest, taxes, class counsel fees, notice and administration costs, fees, costs and expenses related to the litigation or the Settlement. The Settlement Amount will be payable 60 days after the date of execution of the Settlement Agreement, or March 31, 2026, whichever is later, and placed into an interest-bearing trust account held by counsel for the Class ("**Class Counsel**"). The Settlement Amount, together with interest earned thereon, shall constitute the "**Settlement Fund**".

6. **Distribution:** The Settlement Fund will be distributed in accordance with a Plan of Allocation to be developed by Class Counsel, agreed upon by the parties and approved by the Court. The Plaintiffs' motion for approval of the Plan of Allocation will be made on notice to the Defendants.

7. **Cooperation**: The Defendants agree to cooperate with Class Counsel in providing all information reasonably required for the administration of this Settlement, including for the

purpose of confirming identification of members of the Class and the distribution of notice to members of the Class.

8. **Withholding:** Distribution of the Settlement Fund will be subject to withholding as required under provincial and federal legislation, including any regulations made thereunder. The amount withheld from each distribution is to be determined by the method agreed upon by the parties in the Settlement Agreement and Plan of Allocation. For greater certainty, the Defendants shall have no responsibility for any payment beyond the Settlement Amount, including with respect to any additional tax owing beyond the withholding. Any additional tax owing shall be the responsibility of each member of the Class.

9. **Media:** The parties agree not to seek media coverage of the Settlement, but for media coverage reasonably necessary to make members of the Class aware of the Settlement in a manner consistent with the Settlement Agreement and the notices approved by the Court. The parties will agree to describe the Settlement as "reasonable and in the best interests of the class" or substantially similar language.

10. **Confidentiality:** The Settlement will remain confidential pending the filing of materials with the Court in respect of the requisite notices, except that the parties may advise the Court of the fact of the Settlement in principle, and the Defendants may advise their affiliated entities, insurers, lenders, solicitors, accountants, auditors, and other professional advisors.

11. **Dismissal:** The Action shall be dismissed without costs as against the Defendants.

12. **Court Approval:** The Settlement Agreement shall be subject to and conditional upon Court approval by the Ontario Superior Court of Justice as required by the *Class Proceedings Act, 1992*. If the Settlement Agreement is not approved, this Term Sheet and the Settlement Agreement shall have no further force and effect.

13. **Additional Documentation:** If necessary to effect the agreed upon result, further documentation and agreements shall be entered into using language as required to effect said result.

14. **Governing Law:** Shall be Ontario, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than Ontario.

15. **Legal Fees and Expenses:** Class Counsel's legal fees and expenses, as awarded by the Court, shall be paid from the Settlement Fund upon final approval of the Settlement by the Court, notwithstanding any appeals. Failure of the Court to approve in full the request by Class Counsel for legal fees and expenses shall not be grounds to terminate the Settlement Agreement.

16. **Binding Term Sheet:** This term sheet is binding on the parties and any party may seek to enforce it. The parties will negotiate and execute a formal and binding Settlement Agreement that incorporates these key terms as well as other standard settlement terms.

17. **Settlement Documentation**: The Plaintiffs will prepare the draft Settlement Agreement and provide it to counsel for the Defendants for review and comment. The parties will use their best efforts to draft, finalize and execute the Settlement Agreement by January 30, 2026.

18. **Settlement Approval Materials**: The Plaintiffs will prepare all materials to be provided to the Court in respect of Settlement Approval, the Plan of Allocation and notice of settlement approval hearing and shall provide them to counsel for the Defendants in draft for review.

19. **Dispute:** In the unlikely event there is any dispute regarding the formalization of the terms of the Settlement Agreement, that dispute shall be mediated by Joel Wiesenfeld and if such mediation is not successful to be fully and finally resolved by arbitration.

20. **Termination:** The Defendants will have the right to terminate the Settlement Agreement in the event that a court approval order substantially in the form of the approval order agreed by the parties in connection with the Settlement Agreement is not granted. In the event the Settlement Agreement is terminated, the Settlement Fund inclusive of interest earned, minus any notice expenses incurred, shall be returned to the Defendants.

21. **Mediator's Fees**: The Defendants agree to pay the full costs of the mediator's fees in relation to the mediation that took place on December 5, 2025.

22. **Authority:** The signatories to this Term Sheet represent and warrant that they have the full authority to agree to and execute same.

DATED: December 5, 2025

This Term Sheet is hereby agreed to by:

GOLDBLATT PARTNERS LLP

Jody Brown
Counsel for the Plaintiffs and Class

FASKEN MARTINEAU DUMOULIN LLP

Sarah J. Armstrong
Counsel for Defendants