# Confidentiality and Non-Disclosure Agreement

This Confidentiality Agreement ("Agreement") dated as of **28/10/2026** is made by and among Coty Inc. and its affiliates and subsidiaries (collectively, "**Coty**") and **Charlotte Ship, Grazia** ("**you**"). In connection with your participation in our upcoming new **Coty Luxury launches / campaign (including GUCCI, Burberry, Marc Jacobs, Hugo Boss, Calvin Klein, Chloe, Tiffany & Co, Lacoste, philosophy and Lancaster).** You will obtain certain proprietary business information, whether oral, written, in computer-format or otherwise,whether gathered by inspection or observation, and whether disclosed prior to or after the PR Launch (s), which information shall be referred to as "**Coty Confidential Information"**. The term "you" further includes any and all of your directors, officers, employees, agents, or representatives ("**Representatives**").

The term "Coty Confidential Information" includes all information, whether or not trade secrets, which is proprietary to the Company or proprietary
to others and entrusted to the Company and disclosed to you in any manner and format.Coty Confidential Information includes, but is not limited to, any other information Coty releases relating to marketing plans and product information, including the names of new faces/talent, overall concept, print ads, TV ads, digital assets, digital strategy and creative team (including the identity(ies) of the print ad photographer, TV ad director), and the terms of this Agreement.

Coty Confidential Information shall not be deemed to include information which:

1. at the time of disclosure, is properly in the public domain or thereafter properly becomes part of the public domain by publication or otherwise through no fault or act of you, youraffiliates, or Representatives;
2. you can conclusively establish was properly in your possession prior to the time ofthe disclosure of the Coty Confidential Information to you;
3. is independently made available to you in good faith by a third party who has not violated a confidential relationship with Coty; or
4. is required to be disclosed by legal process or order, provided, however, that you notify Coty prior to such disclosure so that Coty may attempt to limit or stop such disclosure, and that in complying with any such a legal obligation, you limit the disclosure and maintain confidentiality of the Coty Confidential Information to the extent possible.

More specifically, you agree to the following:

1. You shall not disclose any Coty Confidential Information, or any copies, details in whole or in part, to any third party until **further notice** / **the official embargo date (to be communicated)** , unless otherwise notified, for any purpose in or via any form of media (including, without limitation, public relations, editorial content, print, tv broadcast, Internet or mobile) without Coty's prior written approval which may be withheld in Coty's sole discretion;
2. You shall hold such Coty Confidential Information in the strictest confidence until the Embargo Date is being communicated
3. Prior to the Embargo Date, you may disclose the Coty Confidential Information and copies thereof to only those of your Representatives who have a need to know, and then only if you are satisfied each such Representative will act in accordance with the confidentiality provisions of this Agreement, and you shall remain liable for any breach of these provisions by any of your Representatives; and
4. After the Embargo Date, the restriction on disclosing the Coty Confidential Information shall no longer be in effect, and you may disclose and use such Coty Confidential Information solely for public relations purposes including, without limitation, in print and digital media.You agree that at no time shall you have any rights to use Coty Confidential Information for any commercial advertising purposes or other purpose other than public relations as expressly authorized herein.

In the event that you are not willing to agree to the terms of this Agreement, we shall have the right to deny your attendance and participation in any or all of the PR Event(s) relating to the Fragrance.

Without question, the unauthorized disclosure of the Coty Confidential Information prior to the Embargo Date would cause great harm to Coty, regardless of whether such disclosure is to the general public, to the newsgathering division of your media outlet or to any other unauthorized person or entity.Because this resulting harm to Client would be difficult to measure, upon a breach by you or any of your Representatives of this Agreement, you agree to pay liquidated damages in the amount of five (5) times the value of the public relations placement which is valued to be One Hundred and Twenty Five Thousand Dollars ($125,000), plus attorneys' fees and any and all actual damages.

You further agree that Coty may be irreparably harmed and may not be made whole by such monetary damages.For this reason, you agree that Coty, in addition to any other remedy to which it may be entitled in law or in equity, will be entitled to seek injunctive relief to prevent a breach of this Agreement and/or to compel specific performance of this Agreement.You agree not to oppose the granting of equitable relief on the grounds that money damages are adequate, and you agree to waive, and to cause your Representatives to waive, any requirements for the securing or posting of any bond in connection

with such remedy.

You agree that no failure or delay by Coty in enforcing any provision of this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.Any waiver, to be effective, must be in writing and signed by the party to be charged with the waiver.

This Agreement shall be governed by and construed under the laws of the State of New York (excluding its choice of law provisions) and each party irrevocably consents to exclusive jurisdiction and venue of the federal, state, and local courts in New York, New York in connection with any claim arising out of or in connection with this Agreement. This Agreement is not assignable by you or your Representatives (by operation of law or otherwise) to any person or entity whatsoever without the prior written consent of Coty, which consent may be withheld in Coty's sole discretion.Any attempted assignment without such written consent shall be null and void.

Each person signing this Agreement represents that he or she has full authority to execute this Agreement on behalf of the respective signatory party.

The provisions of this Agreement are severable, and if any provision is determined to be void or unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding and enforceable.

This Agreement expresses the entire agreement of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements or negotiations are hereby superseded.This Agreement may be modified or amended only in a writing signed by all parties hereto.

***Please indicate your acceptance of this Agreement by signing and completing the information below and returning the signed Agreement to Coty UK&I or its local representative.***

**Signed By:** Charlotte Ship

**Name of Media Outlet:** Grazia

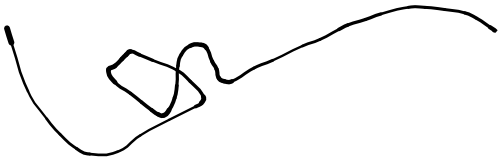
**Job Title:** Beauty Partnerships Director

**Address:** 52 Barnmead Road BR31JE

**Telephone:** 07917086249

**Email:** charlotte.foord@bauermedia.co.uk

**Date:** 28/10/2026



Client Information
Signed on **Thu Mar 17 2022 19:41:43 GMT+0000 (Greenwich Mean Time)**
**IP Address:** 84.13.80.105

# Audit Log

*17/03/2022 19:41:44*, **Contract signed online by client using 84.13.80.105**