

THE BODY SHOP INTERNATIONAL LIMITED

ID No.

CONSULTANT APPLICATION FORM

The Body Shop International Limited, Building 7, Watersmead Business Park, Littlehampton, West Sussex, BN17 6LS.  
Telephone: 08000 92 90 90 **E-mail: [tbsah.salesoperations@thebodyshop.com](mailto:tbsah.salesoperations@thebodyshop.com)**

PLEASE USE THIS EMAIL ADDRESS TO EMAIL YOUR APPLICATION TO CONSULTANT SUPPORT

We are delighted you are considering joining The Body Shop At Home™ as an independent Consultant. Please complete the sections below as there are some essential details we need to know about you and there is information you will need to know about The Body Shop At Home™. There are some legal terms of appointment which you should be aware of set out below and in the Terms and Conditions to protect your individual rights. Details on the way we collect and use your personal data is contained in The Privacy Policy. We look forward to welcoming you to The Body Shop At Home™ tribe.

Please fill out all fields marked with an asterisk.

YOUR PERSONAL DETAILS

First Name\* ..... Last Name\* .....

Address\* .....

City \*.....

County/Region \*.....

Postcode\*\*.....

Email\* .....

Home Telephone (Incl.STD Code)\*..... Mobile Telephone\* .....

Driving Licence Number (This will help speed up your application) .....

Are you VAT Registered? YES ☐ NO ☐ VAT Registration Number .....

Date of Birth\* (dd/mm/yy)

(minimum age of 18yrs)\*

YOUR BANKING DETAILS (Please check to ensure your details are correct. Incorrect details will result in processing delays)

Account Holder Name\* ..... Sort Code\* ..... Account Number\* .....  
(no dashes)

CONSULTANT INTRODUCTION DETAILS

Please provide the name of the Consultant introducing you to the business

First Name\* ..... Last Name\* ..... Consultant ID\* .....

HOST JOINING OFFER

☐ I took up the Host Joining Promotion. I have read and understood the terms and conditions of the Host Joining Promotion  
My order reference number is .....

☐ I did not take up the Host Joining Promotion

NOTICES AND CONSENTS

NOTICES

- It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join the scheme
- Do not be misled by claims that high earnings are easily achieved
- If you sign this contract, you have 14 days in which to cancel and get your money back
- You may not purchase or commit to purchase, more than £200 within your first 7 days of signing this agreement
- If you require a visa to work in the United Kingdom, a copy of your visa must be emailed to **[tbsah.salesoperations@thebodyshop.com](mailto:tbsah.salesoperations@thebodyshop.com)** to support your application

CONSENTS\*

- ☐ I have read and understood the above notices and Terms and Conditions
- ☐ I apply to be a Consultant with The Body Shop At Home™ on the terms set out in the Terms and Conditions below
- ☐ I understand that whilst processing this application my personal details will be checked using an online verification service. If my details fail these checks I understand my application cannot be processed until I submit further supporting documents
- ☐ I have read the Privacy Notice before ticking this box
- ☐ I consent to The Body Shop International Limited to give my shipping phone number and email to my order carrier to assist with shipment tracking updates and enquiries
- ☐ I consent to The Body Shop At Home™ giving my phone number(s) and email to my upline manager/s
- ☐ I have the right to run a business in the UK and to be self employed
- ☐ I can confirm my e-mail address is accurate and can be considered my electronic signature

DATE\* ..... SIGNATURE\* ..... EMAIL ADDRESS\*.....

## INDEPENDENT CONSULTANT AGREEMENT

### A. Preamble

This Agreement signed by you ("**Consultant**"), once received and approved by The Body Shop International Limited (the "**Company**") approval of which is within its total discretion, forms a valid and binding agreement between the Company and the Consultant. The terms contained herein are legal terms to protect your rights as an individual on appointment as a Consultant.

The effective date of the Consultant's appointment and of this Agreement is the date on which the Company issues the Consultant with a consultant number (the "**Effective Date**").

The documents forming the entire agreement between the parties are this Agreement, The Body Shop At Home™ ("**TBSAH**") 'Be Inspired' Consultant website [www.thebodyshopathome.com/business](http://www.thebodyshopathome.com/business) ("**Be Inspired**") (under Business Information/Business Manual /FAQ's), as amended from time to time (the "**Business Manual**"). This Agreement and the Business Manual supersede all previous agreements and understanding between the parties and each party agrees that by entering into this Agreement it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly provided in this Agreement and the Business Manual save that nothing in this clause shall exclude or limit the liability of either party in respect of fraudulent misrepresentation.

The products to be acquired and/or supplied are a select range of THE BODY SHOP® branded cosmetics, personal skin and hair care products and such other products and services as the Company may market for TBSAH from time to time ("**Products**").

### B. Status, rights and responsibilities of a Consultant.

1. The Consultant agrees that he/she shall:
  - a. represent him/herself as a TBSAH consultant at all times when contacting customers or dealing with the Products;
  - b. organise and hold parties and presentations at which the Consultant will present and promote the Products and collect orders for the Products from customers; The Consultant is responsible for ensuring that all party or event hosts are a minimum of 18 years old; and
  - c. purchase Products from the Company for sale by direct sales method only or such other method as may be expressly approved by the Company from time to time and delivery by the Consultant to customers in the United Kingdom. The Consultant shall sell Products in the United Kingdom only and shall not sell (or send) Products in any other country.
2. The Consultant is only eligible to promote and sell the Products within the United Kingdom to ultimate consumers and shall not sell Products to a customer where the Consultant is aware or it would be reasonable to suspect that the customer is reselling the Products in the United Kingdom or in any other country. The Company shall be entitled to refuse to fulfil an order and terminate this Agreement immediately if it knows or suspects that the Consultant is in breach of this provision.
3. The Consultant shall not sell the Products except by the direct selling method or such other method as may be approved by the Company from time to time. In particular, but without prejudice to the generality of the foregoing, the Consultant shall not sell Products via unapproved internet channels (for example but without limitation eBay/Facebook or other auction/selling web sites) or via any retail store or counter or thru any services establishment. The Company shall be entitled to terminate this Agreement if the Consultant sells the Products via unapproved channels/ countries or otherwise in violation of this clause.
4. As an independent, self-employed business person, the Consultant is:
  - a. not authorised to act on behalf of the Company, is not its agent or employee, does not represent it and is not authorised to, and must not purport to, negotiate and/or conclude contracts on behalf of the Company. The Consultant is not authorised to incur any obligation, debt or liability on behalf of the Company and must not purport to do so.
  - b. entitled to arrange for such assistance as he/she determines appropriate to be provided to the Consultant by such persons as he/she appoints, at his/her expense, in the conduct of the business, and to delegate the performance of his/her obligations to those persons; however the Consultant remains personally responsible for ensuring that all obligations under this Agreement are performed.
5. The appointment as a Consultant, and the obligations contained in this Agreement, are personal and may not be transferred.

### C. The Consultant agrees:

1. to present the Products in a truthful, sincere and honest manner and to conduct all business in a manner that will reflect the highest standards of integrity and responsibility in keeping with the reputation of the Company at all times when dealing with customers at parties, hosts, other Consultants, prospective consultants and the Company and shall hold the Company harmless from damages resulting from any misrepresentations by the Consultant;
2. at all times to comply with the 'Be Inspired' terms and guidelines, as amended from time to time.
3. to ensure that invitations to prospective customers to attend parties and or presentations make clear the purpose of the occasion;
4. as an independent self-employed business person, to abide by all applicable legal requirements in the United Kingdom;
5. to meet the expenses incurred in the running of the business in the purchase of Products from the Company and facilitating the sale of the Products to customers;
6. as an independent, self-employed business person to assume sole liability and to be fully responsible for all taxation and insurance issues relating to their business (this includes national insurance contributions, VAT and other reports required). The Consultant shall take personal responsibility to abide by all statutory regulations that relate to his/her business including registering his/her trade activities with any authorities or by obtaining any licenses if required by law;
7. to honour promptly the Company's exchange of Products guarantee and refund policies on the order form and as detailed in the Business Manual;
8. not to use any of the Company's trademarks or trade names including THE BODY SHOP® and THE BODY SHOP AT HOME™ trade names, trademarks and logos ("**TMs**") except in relation to the sale of the Products or the Consultant's TBSAH business and in the manner set out in 'Be Inspired' and shall not use such TMs in any other manner whatsoever without first obtaining the prior written consent of the Company and to cease making any use of the same on termination of this Agreement. The Consultant understands that the display of any of the Products or the TMs in any public, retail or service establishment of any kind is inconsistent with the terms of this Agreement.
9. not to advertise the Products or the business of the Company except in accordance with the 'Be Inspired' system;
10. to comply with the provisions governing the appointment and conduct as a Consultant as outlined in 'Be Inspired';
11. to accept the responsibilities of a sponsor for any consultants introduced by the Consultant as given to the Consultant by their manager;
12. to adhere to the social media policy and all other policies provided by the Company;
13. that where the Consultant takes an order for Products from a customer but fails to place the order for the Products with the Company within 7 days

of taking the customer order, then the Company shall be entitled to place the order itself on the Consultant's account and deliver the Products ordered to the customer and the Consultant shall pay the Company for those Products within 7 days of the Company demanding payment from the Consultant;

14. that the Company's genealogies (being the information held by the Company relating to its consultants, including without limitation its relationship with each of its consultants, the sponsorship of each consultant, each consultant's upline and downlines, and historical purchasing information for each consultant, each consultant's customer database and customer order forms) and information in relation to the Company's business practices, sales techniques, marketing methods and know-how is proprietary and confidential information which is highly sensitive and valuable to the Company's business and the Company's legitimate business interests require the non-disclosure of that information. If the Company discloses details of any of its genealogies to the Consultant during the term of this Agreement:

- a. the Consultant shall at all times and without limit in time treat such details as confidential information and shall not disclose such details to any other person (including any company or person in competition with the Company) and shall take all reasonable steps to protect and maintain the security of the information, and shall use the details solely for the benefit of the business of the Company and for the stated purpose for which they were provided; and
  - b. the Consultant shall return copies of any such information to the Company forthwith upon the termination of this Agreement for whatever reason;
15. that a Consultant shall not for a period of 3 months after termination or expiry of this Agreement, directly or indirectly entice any other Consultant away from TBSAH, to another business or company which competes directly or indirectly with the Company and a Consultant who becomes a "Manager" under TBSAH Career Plan shall not for a period of 6 months after termination or expiry of this Agreement directly or indirectly entice any Consultant away to another business or company which competes directly or indirectly with the Company;
16. that during the term of this Agreement the Consultant shall only present TBSAH Products and shall not promote or sell any range of products which competes with the Products.
17. to pay for Product orders by credit or debit card where such card is registered in the Consultant's own name, save for (a) payment for the initial Starter Kit purchase or (b) where expressly permitted by the Company in writing prior to the placement of the order.
18. The Consultant further agrees that he/she shall not use the Be Inspired system in a manner otherwise than expressly authorised herein, and that the Consultant shall not use or attempt to use the system for unauthorised or fraudulent purposes, including but not limited to (i) the Consultant re-applying to become a consultant in a different name; (ii) sharing bank accounts or payment methods with other consultants; (iii) purchasing products other than for immediate provision to the customer (i.e. party organisers, attendees and the Consultant's personal use); (iv) purchasing products for re-distribution abroad or otherwise for the purposes of resale; or (v) purchasing or attempting to purchase products over and above the levels permitted by the Company's bulk ordering policy as stated from time to time by the Company. In the event that the Consultant breaches the terms of this Agreement, or uses the system in any manner that the Company reasonably deems fraudulent or otherwise outside the scope of the permissions set out herein, or where the Company has a reasonable suspicion of the same, the Company may, in addition to its other rights which are hereby reserved, terminate the Consultant Agreement immediately in accordance with clause E3 below.

### D. On the appointment of the Consultant, the Company shall:

1. sell the Products to the Consultant and pay the Consultant other bonuses, incentives and commissions (including any credits for returned Products) at the rates, intervals and for the events announced by the Company from time to time;
2. provide the Consultant with not less than 10 days written notice prior to changing commission, bonus or incentive arrangements (which the Company has the right to do unilaterally), such notice will not be given where the Consultant has not placed an order with the Company for a period of twelve consecutive weeks or more;
3. use reasonable efforts to fulfil orders promptly on receipt of payment, subject to stock availability, to the Company's right to recall Products, change suggested prices, change the selection of the range and the specification of its Products at its total discretion;
4. on request, provide to the Consultant a clear and adequate record (in the form of an itemised order form, invoice, receipt or commission) of all transactions in respect of which payments are due following the placing of orders for Products by the Consultant;
5. honour promptly the Company's Product guarantees and refund policies;
6. at any time during which this Agreement remains in force, if requested by the Consultant, buy back any Product returned by the Consultant which was purchased at any time within one year of the date of such request, upon the terms set out in clause 6 of the following Section E;
7. provide the Consultant with up-to-date marketing and product materials, for all customers that have opted in to being contacted by the Company shall receive TBSAH information directly from the Company;
8. not sell the Products directly to any customers without the name of Consultant attached to the order so that a commission can be paid to the correct Consultant accordingly.

### E. Ceasing to be a Consultant, Product refunds and recovery of commission:

1. The Consultant shall have the right to terminate this Agreement at any time without charge or penalty by giving fourteen (14) days written notice to the Company.
2. During the first thirty days of this Agreement, the Company shall have the right to terminate this Agreement immediately without liability by giving the Consultant written notice.
3. After the first thirty days, the Company may terminate this Agreement without liability,
  - a. immediately if the Consultant (i) breaks any terms of this Agreement including clauses B2, B3 and C17 above or (ii) does not place an order with the Company for a period of eight consecutive weeks or more or
  - b. by giving the Consultant not less than thirty (30) days written notice.
4. Upon ceasing to be a TBSAH Consultant, the Consultant shall:
  - a. be entitled to retain any commission paid and earned up to the date of termination, except any such commission in respect of Products returned to the Company. The Consultant must repay the Company any commission paid and claimed by it in respect of the returned Products within 120 days of the date of receipt of written notice from the Company for the recovery of the same, including VAT where applicable.
  - b. return all unsold Products (provided that such unsold Products remain in the condition in which they were delivered to the Consultant at the time of their purchase, whether or not any external wrappings have been broken), training materials, manuals, promotional materials, business paperwork and starter kits to the Company at Watersmead, Littlehampton, West Sussex, BN17 6LS within 21 days of the date of termination to be eligible to receive the following refunds:
    - i. if this Agreement is terminated by the Consultant after the first 15 days of the Effective Date but the Product to be returned is less than 90 days old at the date of termination, the price payable by the Company upon the return of such Product shall be equal to the VAT inclusive price paid by the

Consultant for the purchase of such Product, less (i) an amount equal to the diminution in value of the Product caused by the Consultant and (ii) a reasonable handling charge equal to 10% of the VAT inclusive price paid by the Consultant for the purchase of those Products;

ii. if this Agreement is terminated by the Company more than 15 days after the Effective Date but the Product to be returned is less than 90 days old at the date of termination, purchase price payable by the Company upon the return of such returned Product shall be equal to the VAT inclusive price paid by the Consultant for the purchase of such Product; and

iii. if this Agreement is termination by either the Company or the Consultant and the Product is more than 90 days but less than 1 year at the date of termination, the price equal to 90% of the VAT-inclusive price paid by the Consultant for the purchase of those Products less an amount equal to (a) any commissions, bonuses or other benefits (in cash or in kind) received by the Consultant in respect of those Products; (b) any amounts due from the Consultant to the Company; and (c) a handling charge equal to 10% of the VAT-inclusive price paid by the Consultant for the purchase of those Products, provided that: (i) such Product has not been purchased or acquired by the Consultant in breach of this Agreement; (ii) the Consultant returns such Product to the Company in an unused, commercially resalable condition not more than 14 days after the date of termination; and (iii) the Company did not clearly inform the Consultant prior to the purchase that the Products were seasonal, discontinued or special promotion Products which were not to be subject to the buy-back provisions of this Agreement.

c. The Company shall bear the postage to return the Product provided it is returned to the above address within 21 days of the date of termination.

5. The Company reserves the right to ensure continued service to the Consultant's customers after the termination of this Agreement and as such upon termination of this Agreement all customer data collected by the Consultant (as discussed in G below) shall be securely transferred by the Consultant to the Consultant's up-line Consultant or regional manager.

### F. Other Provisions.

1. This Agreement shall commence on the Effective Date for a period of 1 year and shall thereafter automatically renew on the anniversary of the Effective Date for additional terms of 1 year.
2. The Consultant shall have no financial obligation as a Consultant during the period of 12 months from the Effective Date of this Agreement other than to pay for the Products ordered, and the initial purchase of the Consultant's Starter Kit. The Company shall give sixty (60) days written notice of any subsequent change in the above financial obligations. The Consultant is not required to order any Products or services from the Company.
3. The Company reserves the right to promote and sell the Products through its other consultants, licensees, employees or other participants or otherwise itself.
4. The Company may deduct any amount owed by the Consultant to the Company from any amount the Company owes the Consultant.
5. Both the parties acknowledge that the Consultant is not an employee of the company and will not be treated as an employee with respect to this Agreement for tax purposes or otherwise.
6. The Company shall inform the Consultant of any changes to these terms and conditions when the Consultant logs into Be Inspired.
7. This Agreement is governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising here or from any other contractual relationship between the parties.
8. Data Protection

. The Consultant shall be legally responsible for any personal data relating to customers, other Consultants, and any other individual that it processes in the course of its activities as a Consultant. The Consultant agrees to comply with its obligations (to the extent such obligations are applicable) under applicable data protection laws (including all laws regulations, regulatory requirements, guidance and codes of practice, including Regulation (EU) 2016/679 ("GDPR")) applicable to the processing of personal data in the course of its activities as a Consultant.

### H. Online Ordering

1. The Consultant agrees that he/she is not acting as a consumer and that the requirements of the Electronic Commerce (EC Directive) Regulations 2002 in relation to provision of information when concluding contracts by electronic means (Regulation 9) and placing of online orders (Regulation 11) shall not apply to orders placed online by the Consultant.
2. The Company is the promoter of this selling system in the United Kingdom with its registered office at Watersmead, Littlehampton, West Sussex BN17 6LS, England. Any Products the Consultant wishes to return or notice to be served should be sent to the Company by prepaid post to its registered office.

### Terms & Conditions Host Joining Promotion

1. This offer is available to all party hosts.
  2. This offer is available strictly to hosts only and to qualify the Host must have achieved party sales of £150 or more and selected to utilise this offer instead of £25 FREE shopping.
  3. The correct Consultant Application form must be used and completed fully to participate in this promotion, the following conditions apply:
    - a. The Consultant Application form must be completed in full and include the Party Order Number.
    - b. The host Name and Address on the Party Order must match that on The Consultant Application form.
  - e. This offer is available for new consultants only – and may not be used for Consultants wishing to rejoin the business within 6 months of leaving (reinstated consultants).
- NOTE: Incorrect forms or incomplete forms will be rejected by the Care Centre
4. All standard terms and conditions of joining TBSAH apply to hosts joining under this promotion.
  5. All party hosts and Consultants must be a minimum of 18 years old.

## The Body Shop at Home™ Consultant Privacy Notice - UK

The Body Shop International Limited, a company registered at Watersmead, Littlehampton, West Sussex BN17 6LS, United Kingdom, ("TBS", "we" or "us") has prepared this Privacy Notice ("Notice") for individuals who run their own independent The Body Shop at Home™ business ("Consultant" or "you") as we have to process your personal information. The purpose of this Notice is to give you information about how TBS collects, processes, stores and otherwise uses, information about you, and your rights in relation to that information.

TBS needs to process your personal information in order for you to perform crucial aspects of your Consultant Agreement, such as facilitating payments to you and selling products to customers.

In certain limited circumstances we may need to ask for your specific consent to process your personal information for a particular purpose. Where we do so, you will be entitled to withdraw your consent at any time by contacting us as set out at the end of this Notice. However in most cases we will process your personal information for the reasons set out in this Notice and it won't be appropriate or necessary for you to provide consent.

We may update this Notice from time to time, for example if we implement new systems or processes that involves the use of personal information. All updates to this Notice will be communicated to you via email and on Be Inspired.

Your rights in relation to your personal information, and details of how organisations should protect it are included in the EU General Data Protection Regulation (the "GDPR"), which is a European law.

### What categories of personal information does TBS collect about me and why does TBS use it?

"Personal information" means any information relating to you. TBS will collect, process and use the following categories and types of personal information about you:

- **identification data**, such as your name, signature, email address, address, landline, citizenship, passport/national identification data, driver's licence information;
- **information about you**, such as your date and place of birth, gender;
- **information about being a Consultant**, such as the contract start date, details of your regional manager, information about the commissions you receive and trips/incentives reached or conferences and meetings attended, bank account details and payment dates;
- **complaint handling information**, such as the handling of any complaints about you or other Consultants,

together "Consultant Information".

We collect and use this Consultant Information for a variety of reasons linked to your work as a Consultant. The exact reasons that we collect and use the Consultant Information will differ depending on how you are engaged as a Consultant. To help clarify these we have set out below a list of reasons why we collect and use this information (the "Processing Purposes") along with examples of some of the Consultant Information used for each of the Processing Purposes:

- **administering and processing your application**, including identification data, information about you and contact details;
- **administering and providing Commission payments for being a Consultant**, including contact details, information about the sales you have made and levels you have reached, and details of your bank account;
- **complying with applicable laws** along with the administration of those requirements, including tax laws which involves the processing of identification data;
- **monitoring and ensuring compliance with applicable policies and procedures and laws**, including conducting investigations into compliance with the Consultant's Agreement, which involves the processing of identification data, contact details, and information about being a Consultant;
- **communicating with you and third parties** (such as existing or potential business partners, suppliers, customers, end-customers or government officials) which involves the processing of identification data, contact details, information about being a Consultant and organisational data;

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- **responding to and complying with requests and legal demands from regulators or other authorities** in the UK which involves the processing of identification data, contact details, information about being a Consultant, your commission and organisational data;
- **complying with corporate financial responsibilities**, including audit requirements (both internal and external) and cost/budgeting analysis and control which involves the processing of identification data, contact details, information about being a Consultant, your commissions, and organisational data.

In addition to the collection, processing and use of the Consultant Information, TBS collects, processes and uses the following special categories of personal information about you which we describe as "**Sensitive Information**":

- **criminal records data**, in the event that TBS has conducted or received the results of criminal records background checks in relation to you, where relevant and appropriate to your role as a Consultant;
- **race or ethnicity data** such as information contained in your passport or other citizenship and right to work documentation, and information which you have provided to TBS for the purposes of compliance checking.

## **Why does TBS need to collect, process and use my Consultant Information and Sensitive Information?**

Both the Consultant Information and Sensitive Information are needed by TBS to carry out a variety of activities that are linked to being a Consultant and TBS's compliance with its obligations as a result of those services and as a business.

We are required to explain to you the legal bases for our collecting, processing and use of your Consultant Information and Sensitive Information as listed below:

For Consultant Information, our legal bases are:

- performance of the contract with you; compliance with legal obligations, in particular element in the areas of, data protection law, tax law, and corporate compliance laws; the legitimate interests of TBS, TBS affiliates or other third parties (such as existing or potential business partners, suppliers, customers, end-customers or governmental bodies or courts); your consent, where that is appropriate, meets the requirements of data protection law and has been separately obtained; protection of vital interests of you or of another individual; performance of a task carried out in the public interest or in the exercise of official authority vested in TBS.

For Sensitive Information, our legal bases are:

- explicit consent as allowed or required by local data protection law; to carry out the obligations and to exercise the specific rights of TBS or you in the field of social security and social protection law as permitted by local data protection law; to protect the vital interests of you or of another individual where you are physically or legally incapable of giving consent; public data as made public manifestly by you; to establish, exercise or defend legal claims or whenever courts are acting in their judicial capacity; and for substantial public interest as permitted by local data protection law.

We want to be as clear with you as possible over what this means, so where we talk about legitimate interests of TBS or third parties, this can include:

- implementation and operation of a group-wide organisational structure and group-wide information sharing;
- right to freedom of expression or information, including in the media and the arts;
- customer Relationship Management and other forms of marketing;
- prevention of fraud, misuse of IT systems, or money laundering;
- operation of a whistleblowing scheme;
- physical security, IT and network security;
- business investigations e.g. intellectual property law breaches;
- proposed mergers and acquisitions.

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When relying on the legitimate interests basis for processing your personal information, we will balance the legitimate interest pursued by us and any relevant third party with your interest and fundamental rights and freedoms in relation to the protection of your personal information to ensure it is appropriate for us to rely on legitimate interests and to identify any additional steps we need to take to achieve the right balance.

## Got it - but who might TBS share my personal information with?

TBS may transfer personal information to third parties, including to entities within and outside the TBS Group located in any jurisdictions where TBS Group entities are located, for the Processing Purposes as follows:

- **Communication with third parties.** As necessary in connection with business operations, contact details and communication contact details may be transferred to existing or potential business partners, suppliers, customers, end-customers or government officials and other third parties.
- **Regulators, authorities, and other third parties.** As necessary for the Processing Purposes described above, personal information may be transferred to regulators, courts, and other authorities (e.g., tax and law enforcement authorities), independent external advisors (e.g., auditors), internal compliance and investigation teams (including external advisers appointed to conduct internal investigations).
- **Acquiring entities.** If the TBS business for which you work may be sold or transferred in whole or in part (or such a sale or transfer is being contemplated), your personal information may be transferred to the purchaser or potential new purchaser as part of the transfer itself or as part of an initial review for such transfer (i.e. due diligence), subject to any rights provided by applicable law, including jurisdictions where the purchaser or potential purchaser are located.
- **Data processors.** As necessary for the Processing Purposes described above, personal information may be shared with one or more third parties, whether affiliated or unaffiliated, to process personal information under appropriate instructions ("**Data Processors**"). The Data Processors may carry out instructions related to administration, IT system support and maintenance, commission payments, training, compliance, and other activities, and will be subject to contractual obligations to implement appropriate technical and organisational security measures to safeguard the personal information, and to process the personal information only as instructed.

For a full list of the categories of third parties that we may share your information with, please contact us as set out below. As you may have noticed, some of the recipients we may share Consultant Information and Sensitive Information with may be located in countries outside of Europe. In some cases, this may include countries located outside the European Union and/or European Economic Area ("**EEA**"). Some countries where recipients are located already provide an adequate level of protection for this data such as Switzerland, and transfers to other countries such as the USA may be protected under arrangements such as the EU-US Privacy Shield.

If recipients are located in other countries without adequate protections for personal information, TBS are committed to taking all necessary measures to ensure that transfers of your personal information out of the EEA are adequately protected as required by applicable data protection law. This will include using appropriate safeguards such as the EU Standard Data Protection Clauses. You can ask for a copy of these safeguards by contacting us as set out below ("**Who can I contact about this stuff?**").

## How long will TBS keep my personal information for?

It is our policy not to keep personal information for longer than is necessary. We may, for example, keep your personal information for a reasonable time after you stopped being a Consultant to ensure that any on-going obligations can be complied with. Where personal information is kept, that period will be determined based on the applicable local law. For further information, please contact us as set out below to request further details on how long TBS will retain different categories of personal information.

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## What rights do I have in respect of my personal information?

You have a number of rights in relation to your Consultant Information and Sensitive Information which can be summarised in broad terms as follows:

- (i) **Right of access** - You have the right to confirm with us whether your personal information is processed, and if it is, to request access to that personal information including the categories of personal information processed, the purpose of the processing and the recipients or categories of recipients. We do have to take into account the interests of others though, so this is not an absolute right, and if you want to request more than one copy we may charge a fee.
- (ii) **Right to rectification** - You may have the right to rectify inaccurate or incomplete personal information concerning you.
- (iii) **Right to erasure (right to be forgotten)** - Under certain circumstances, you may have the right to ask us to erase personal information concerning you.
- (iv) **Right to restriction of processing** - In limited circumstances, you may have the right to request that we restrict processing of your personal information, however where we process Consultant Information and Sensitive Information for the Processing Purposes we have a legitimate interest in processing that information which may override a request that you make.
- (v) **Right to data portability** - You may have the right to receive personal information concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and you may have the right to transmit that information to another entity.
- (vi) **Right to object and rights relating to automated decision-making** - Under certain circumstances you may have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal information, including profiling, by us and we can be required to no longer process your personal information. This may include requesting human intervention in relation to an automated decision so that you can express your view and to contest the decision.

To exercise any of these rights, please contact us as stated under below (**Who can I contact about this stuff?**).

You also have the right to lodge a complaint with the competent data protection supervisory authority, which in the UK is the Information Commissioner's Office (the 'ICO').

## Anything else?

If we are not able to carry out the processing activities we describe in this Notice, there is a chance that we may not be able to comply with the terms of the Consultant Agreement, and in certain very exceptional cases, you may not be able to continue as a Consultant. Of course, we don't expect it would ever come to that, and this is simply information we are obliged to provide you as part of this Notice.

## Who can I contact about this stuff?

If you have concerns or questions regarding this Notice or if you would like to exercise your rights as a data subject, you can get hold of the right person here:

The Body Shop International Limited, Watersmead, Littlehampton, West Sussex BN17 6LS, United Kingdom.

The contact details of our data protection officer are as follows:

The Data Protection Officer, The Body Shop International Limited, Watersmead, Littlehampton, West Sussex BN17 6LS, United Kingdom.