

Undertaking to the Australian Competition and Consumer Commission

Given under section 87B of the *Competition and Consumer Act 2010* (Cth)

by Mosaic Brands Limited ACN 003 321 579.

Person giving the Undertaking

1. This Undertaking is given to the Australian Competition and Consumer Commission (**ACCC**) by Mosaic Brands Limited ACN 003 321 579 (**Mosaic Brands**) of G 61-71 Dunning Ave, Rosebery, 2018, in the state of New South Wales for the purposes of section 87B of the *Competition and Consumer Act 2010* (**CCA**).

Background

2. Mosaic Brands is a publicly listed company that owns, either directly or through subsidiaries, a number of fashion brands that operate 1333 retail stores nationwide: Noni B, Autograph, BeMe, Crossroads, Katies, Millers, Rivers, Rockmans and W.Lane (**the Brands**).
3. Each of the Brands also provides online retail sales via the following websites:
 - a. Noni B: www.nonib.com.au;
 - b. Autograph: www.autographfashion.com.au;
 - c. BeMe: www.beme.com.au
 - d. Crossroads: www.crossroads.com.au
 - e. Katies: www.katies.com.au
 - f. Millers: www.millers.com.au
 - g. Rivers: www.rivers.com.au
 - h. Rockmans: www.rockmans.com.au
 - i. W.Lane: www.wlane.com.au (collectively, **the Brand Websites**)
4. From at least 17 March 2020 to approximately 15 July 2020, Mosaic Brands made available for sale on the Brand Websites face masks and hand sanitizer products that it described as 'Health Essentials' (**Health Essentials Products**).

Relevant provisions of the Australian Consumer Law (ACL)

5. Section 18 of the ACL provides that a person must not, in trade or commerce, engage in conduct that is misleading or deceptive, or is likely to mislead or deceive.
6. Section 29(1) of the ACL provides that a person must not, in trade or commerce, in connection with the supply or possible supply of goods or services or in connection with the promotion by any means of the supply or use of goods or services, make a false or misleading representation that:
 - a. goods are of a particular standard, quality, value, grade, composition, style or model or have a particular history or particular previous use.
...
 - g. goods or services have sponsorship, approval, performance characteristics, accessories, uses or benefits
...
 - m. concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy (including a guarantee under Division 1 of Part 3-2 of

the ACL).

7. The ACL includes in Part 3-2 statutory guarantees which provide consumers with a guaranteed level of protection for goods and services they purchase within Australia (**consumer guarantees**). Consumers who are supplied with goods or services that fail to meet the consumer guarantees are entitled to certain remedies in Part 5-4, including repair, replacement or refund. The statutory rights and remedies under consumer guarantees cannot be excluded, restricted or modified by contract.

Conduct of concern

8. Mosaic Brands, in the promotion and sale of Health Essentials Products to consumers via the Brand Websites, made representations that contravened sections 18, 29(1)(a), 29(1)(g) and 29(1)(m) of the ACL.
9. In particular, the ACCC considers that Mosaic Brands has engaged in the following conduct:
 - a. From at least 3 June 2020 to 11 July 2020, Mosaic Brands engaged in misleading or deceptive conduct and made false or misleading representations in contravention of sections 18 and 29(1)(a) of the ACL by advertising on at least one of the Brand Websites (namely the Noni B website) that Air Clean hand sanitiser products sold by Mosaic Brands contain a specified percentage of 70% alcohol, when this was not the case.
 - b. From at least 3 June 2020 to 11 July 2020, Mosaic Brands engaged in misleading or deceptive conduct and made false or misleading representations in contravention of sections 18 and 29(1)(a) of the ACL by advertising in email marketing sent by Mosaic Brands that Miaoyue hand sanitiser products sold by Mosaic Brands contain a specified percentage of 75% alcohol, when this was not the case.
 - c. From about 27 March 2020 to 6 April 2020, Mosaic Brands engaged in misleading or deceptive conduct and made false or misleading representations in contravention of sections 18 and 29(1)(g) of the ACL by advertising on the Brand Websites that the Velcare hand sanitiser products sold by Mosaic Brands were World Health Organisation (**WHO**) approved ('WHO-Approved'), when this was not the case.
 - d. From at least 3 June 2020 to 11 July 2020, Mosaic Brands engaged in misleading or deceptive conduct and made false or misleading representations in contravention of sections 18 and 29(1)(g) of the ACL by advertising on the Brand Websites that the KN95 Kids Safety Face Mask sold by Mosaic Brands was Food and Drug Administration and European certified ('FDA/CE certified') when this was not the case.
 - e. From at least 3 June 2020 to 11 July 2020, Mosaic Brands engaged in misleading or deceptive conduct and made false or misleading representations in relation to a statutory right or remedy in contravention of sections 18 and 29(1)(m) of the ACL by advertising on the Brand Websites that Health Essentials Products were non-refundable, in circumstances where consumers had a statutory right to a refund under the consumer guarantee remedies.

Admission and Resolution

10. Mosaic Brands admits that the conduct of concern as described in paragraphs 8 and 9 contravened sections 18, 29(1)(a), 29(1)(g) and 29(1)(m) of the ACL.

11. Mosaic Brands has agreed to resolve the ACCC's concerns by:
 - a. the payment by Mosaic Brands of five (5) infringement notices under section 134A of the CCA in the total amount of \$630,000; and
 - b. the provision of this Undertaking.

Commencement and term of this Undertaking

12. This Undertaking comes into effect when
 - a. this Undertaking is executed by Mosaic Brands; and
 - b. this Undertaking so executed is accepted by the ACCC (the **Commencement Date**).
13. The Undertaking has effect for three (3) years after the Commencement Date (the **Term**).
14. Upon the commencement of this Undertaking, Mosaic Brands undertakes to assume the obligations set out in paragraphs 15 to 20 of this Undertaking, including the obligations set out at **Annexures A and B**.

Obligations

Representations as to specific product composition, attributes, qualities, characteristics, approvals or endorsements

15. Mosaic Brands undertakes that, for a period of three (3) years from the Commencement Date, it will not make a representation about the composition, attributes, qualities, characteristics, approvals or endorsements of a Health Essentials Product (collectively, a **Relevant Representation**) unless it has a proper basis to substantiate the representation.
16. Mosaic Brands undertakes to substantiate any Relevant Representation through a method appropriate to that representation, which may include:
 - a. commissioning independent testing of the product from an appropriate, independent testing facility;
 - b. requiring the supplier or manufacturer of the product to provide Mosaic Brands with test reports issued by the appropriate testing facility; and
 - c. in cases where the product cannot be tested appropriately and independently, verifying the documentation provided by third parties about the composition, attributes, qualities, characteristics, approvals or endorsements of the product.
17. Mosaic Brands undertakes that, each year for a period of three (3) years from the Commencement Date, it will review its processes for approving a Relevant Representation. This annual review will form part of the Compliance Review outlined in paragraph 17 of Annexure B to this Undertaking titled ACL Compliance Program Level 4.

Representations with respect to availability of refunds

18. Mosaic Brands undertakes that, for a period of three (3) years from the Commencement Date, it will not, in trade or commerce, whether by itself, its officers, employees, contractors, representatives or agents make any representation to a consumer (via communications to the consumer or via statements appearing on the Brand Websites) to the effect that the consumer is not entitled to a refund for a product, in circumstances where the consumer is entitled to a refund under the consumer guarantees.

Consumer Refund Scheme

19. Mosaic Brands undertakes to establish and execute a Consumer Refund Scheme in accordance with the requirements set out in **Annexure A**, being a refund scheme designed to provide appropriate redress to consumers impacted by the conduct of concern set out in paragraphs 8 and 9 above.

ACL Compliance Program

20. Mosaic undertakes to, at its own expense:
 - a. Within 120 days of the Commencement Date, establish and implement an ACL Compliance Program (**Compliance Program**) in accordance with the requirements set out in **Annexure B**, being a program designed to minimise risk of future contraventions of the ACL and to ensure Mosaic Brands' awareness of its responsibilities and obligations in relation to the requirements of the ACL;
 - b. Maintain and continue to implement the Compliance Program for a period of three (3) years from the Commencement Date; and
 - c. Provide a copy of any documents required by the ACCC in accordance with **Annexure B**.

ACCC Enquiries


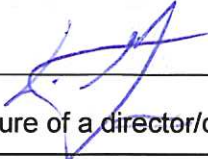
21. For the purpose of monitoring compliance with this Undertaking, the ACCC may make reasonable enquiries with Mosaic Brands, and Mosaic Brands will respond to such enquiries within a reasonable time.
22. If requested by the ACCC during the term of this Undertaking, Mosaic Brands will provide to the ACCC copies of all documents evidencing the obligations set out in this Undertaking and their implementation, excluding any documents protected by legal professional privilege.

Acknowledgements

23. Mosaic Brands acknowledges that:
 - a. the ACCC will make this Undertaking publicly available including by publishing it on the ACCC's public register of section 87B undertakings on its website;
 - b. the ACCC will, from time to time, make public reference to this Undertaking including in news media statements and in ACCC publications; and
 - c. this Undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct.

Executed as an Undertaking

Executed by Mosaic Brands Limited ACN 003 321 579 pursuant to section 127(1) of the *Corporations Act 2001* by:

	
Signature of director	Signature of a director/company secretary
SCOTT EVANS	LUNA SOFIA
Name of director (print)	Name of director/company secretary (print)
Date 31/3/21	Date 31/3/21

Accepted by the Australian Competition and Consumer Commission pursuant to section 87B of the *Competition and Consumer Act 2010* (Cth) on:

Date

and signed on behalf of the Commission:



Chair

26 May 2021

Date

Annexure A

Consumer Refund Scheme

1. Mosaic Brands undertakes that within 90 days of the Commencement Date, it will undertake a review of its records to identify every instance where a consumer:
 - a. purchased and/or has been delivered 'Air Clean' hand sanitiser emanating from specific product batches tested by the ACCC and found to contain a concentration of alcohol below 70%;
 - b. purchased and/or has been delivered 'Miaoyue' hand sanitiser emanating from specific product batches tested by the ACCC and found to contain a concentration of alcohol below 75%;
 - c. purchased any 'KN95' Childs Mask product;
 - d. purchased Velcare product where it was represented that the product was approved by the 'WHO'; and/or
 - e. was refused a refund on the basis that certain Health Essentials Products were non-refundable

and where Mosaic Brands has not already provided a full refund to the consumer.

2. Mosaic Brands undertakes to provide refunds to each consumer identified as described in paragraphs 1(a)-(c) and to notify consumers identified in 1(d)-(e) of the ACCC's concerns.
3. Within 90 days of the Commencement Date, Mosaic Brands will email each consumer identified as a result of the review in paragraph 1(a)-(c) and 1(e) of this Annexure, for whom Mosaic Brands has an email address and where Mosaic Brands has not already provided a full refund to the consumer. The email will contain:
 - a. notification of the ACCC's concerns, specifically:
 - i. where a consumer has purchased and/or has been delivered any 'Air Clean' Hand Sanitiser in identified product batches, Mosaic Brands shall notify each consumer that a sample from the same batch was laboratory tested and found to contain an alcohol concentration of less than 70%;
 - ii. where a consumer has purchased and/or has been delivered any 'Miaoyue' Hand Sanitiser in identified product batches, Mosaic Brands shall notify each consumer that a sample from the same batch was laboratory tested and found to contain an alcohol concentration of less than 75%;
 - iii. where a consumer has purchased KN95 Childs Mask, Mosaic Brands shall notify each consumer that Mosaic is unable to substantiate a claim that the product is 'FDA/CE certified'; and/or
 - iv. where a consumer has been refused a refund the basis of the 'no refunds representation' Mosaic Brands shall inform each consumer that the representation was not in accordance with ACL;
 - b. for the consumers identified in 1(a)-(c), notification of Mosaic Brands' intention to provide a refund 8 weeks after the date of the email using the payment information held by Mosaic Brands for the relevant purchase and a link to a web form where the consumer can provide alternative payment details;
 - c. for consumers identified in 1(e), a link to a web form where the consumer can apply for a refund within 8 weeks of receiving the email;
 - d. phone contact details from the Commencement Date for the purpose of fielding consumer enquiries relating to the refund process; and
 - e. an alternative mechanism to respond to the email if the recipient does not elect to

use the web form provided.

4. In relation to consumers identified in 1(d) above, within 90 days of the Commencement Date, Mosaic Brands will post a notice on the Relevant Websites (**Website Notice**) that contains notification of the ACCC's concerns, specifically, that the 'Velcare Hand Sanitiser' promoted and supplied was not 'WHO-Approved'. The Website Notice will also include:
 - a. a link to a web form where the consumer can apply for a refund within 8 weeks of the website notice appearing
 - b. phone contact details for the purpose of fielding consumer enquiries relating to the refund process; and
 - c. an alternative mechanism for consumers to respond if consumers do not elect to use the web form provided on the Relevant Websites.
5. Ten (10) days prior to the close of the 8 week period after each consumer is emailed, Mosaic Brands will contact all consumers identified in paragraph 1(a)-(c) and (e) of this Annexure by text message, notifying them of the impending close of the scheme. This text message will contain a link to the relevant web form described in paragraphs 3 and 4(a) of this Annexure. Individuals for whom Mosaic Brands does not hold a mobile phone number will receive a follow-up email instead other than those consumers identified in paragraph 1(d) above.
6. A consumer identified in 1(a)-(c) will be provided a refund within 20 business days of the close of the 8 week refund period.
7. Any consumer identified in 1(d)-(e) who applies for a refund within the 8 week timeframe will be notified of the outcome of that application, and provided any remedy or compensation available under the ACL within 40 business days of the close of the 8 week refund period.
8. The content and form of all emails, Website Notice and text messages referred to in paragraphs 3, 4 and 5 will be approved by the ACCC prior to being communicated to customers. The placement of the Website Notice on the Relevant Websites will also be approved by the ACCC prior to publication.

Reporting to the ACCC

9. In respect of the undertakings set out in paragraphs 1 to 6 of Annexure A of this Undertaking, within 180 days of the Commencement Date, Mosaic Brands will provide the ACCC with the following information:
 - a. The number of consumers Mosaic Brands has identified in the review undertaken at paragraph 1 of this Annexure, including a total for each sub-paragraph of paragraph 1;
 - b. The total number of consumers identified in paragraph 1 of this Annexure who were emailed by Mosaic Brands;
 - c. The total number of consumers identified at paragraphs 1(a)-(e) to which Mosaic Brands has provided refunds in fulfilment of its undertaking outlined in paragraphs 2 to 6 and the total amount of those refunds; and
 - d. The number of consumers identified at paragraphs 1(d)-(e) who applied for a remedy under the ACL and the outcome in relation to each consumer.

10. The ACCC may, from time to time, make public reference to the outcome of the refund scheme, including in media statements and in ACCC publications.

Annexure B

ACL COMPLIANCE PROGRAM LEVEL 4

Mosaic Brands will establish an ACL Compliance Program (**Compliance Program**) that complies with each of the following requirements:

Appointments

1. Within 1 month of the Undertaking coming into effect, Mosaic Brands will appoint a director or a senior manager with suitable qualifications or experience in corporate compliance as a Compliance Officer with responsibility for ensuring the Compliance Program is effectively designed, implemented and maintained (**the Compliance Officer**).
2. Within 2 months of the Undertaking coming into effect, Mosaic Brands will appoint a suitably qualified, internal or external, compliance professional with expertise in consumer law (**the Compliance Advisor**).
3. Mosaic Brands will instruct the Compliance Advisor to conduct a consumer law risk assessment within 3 months of being appointed as the Compliance Advisor (**Risk Assessment**).
4. Mosaic Brands will use its best endeavours to ensure that the Risk Assessment covers the following matters, to be recorded in a written report (**Risk Assessment Report**):
 - 4.1 identifies the areas where Mosaic Brands is at risk of contravening and not complying with provisions of the Australian Consumer Law (**ACL**), including, but not limited to, sections 18, 29, 54 and 55, contained within Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (**CCA**);
 - 4.2 assesses the likelihood of these risks occurring;
 - 4.3 identifies where there may be gaps in Mosaic Brands' existing procedures for managing these risks; and
 - 4.4 provides recommendations for any action to be taken by Mosaic Brands having regard to the above assessment.

Compliance Policy

5. Mosaic Brands will, within 2 months of the Undertaking coming into effect, issue a policy statement outlining Mosaic Brands' commitment to compliance with the CCA (**the Compliance Policy**).
6. Mosaic Brands will ensure that the Compliance Policy:
 - 6.1 contains a statement of commitment to compliance with the CCA;
 - 6.2 contains an outline of how commitment to CCA compliance will be realised within Mosaic Brands;
 - 6.3 contains a requirement for all staff to report any Compliance Program related issues and CCA compliance concerns to the Compliance Officer;

- 6.4 contains a guarantee that whistleblowers with consumer law compliance concerns will not be prosecuted or disadvantaged in any way and that their reports will be kept confidential and secure; and
- 6.5 contains a clear statement that Mosaic Brands will take action internally against any persons who are knowingly or recklessly concerned in a contravention of the CCA and will not indemnify them in the event of any court proceedings in respect of that contravention.

Complaints Handling System

7. Mosaic Brands will ensure that the Compliance Program includes a consumer law complaints handling system (**the Complaints Handling System**).
8. Mosaic Brands will use its best endeavours to ensure this system is consistent with AS/NZS 10002:2014 **Guidelines for complaint management in organizations**, tailored as required to Mosaic Brands' circumstances.
9. Mosaic Brands will ensure that staff and customers are made aware of the Complaints Handling System.

Whistleblower Protection

10. Mosaic Brands will ensure that the Compliance Program includes whistleblower protection mechanisms to protect those coming forward with consumer law complaints.
11. Mosaic Brands will use its best endeavours to ensure that these mechanisms are consistent with AS 8004:2003 **Whistleblower protection programs for entities**, tailored as required to Mosaic Brands' circumstances.

Staff Training

12. Mosaic Brands will ensure that the Compliance Program provides for regular (at least once a year) training for all directors, officers, employees, representatives and agents of Mosaic Brands, whose duties could result in them being concerned with conduct that may contravene or not comply with provisions of the ACL, including, but not limited to, sections 18, 29, 36, 54 and 55.
13. Mosaic Brands must ensure that the training is conducted by a suitably qualified compliance professional or legal practitioner with expertise in consumer law.
14. Mosaic Brands will ensure that the Compliance Program includes a requirement that awareness of consumer compliance issues forms part of the induction of all new directors, officers, employees, representatives and agents, whose duties could result in them being concerned with conduct that may contravene or not comply with provisions of the ACL, including, but not limited to, sections 18, 29, 54 and 55.

Product Safety

15. Mosaic Brands will:
 - 15.1 maintain up-to-date copies, at its business premises, of all consumer product safety standards and consumer information standards made or declared under the ACL, schedule 2 to the CCA that relate to products Mosaic Brands supplies (**the Standards**);
 - 15.2 ensure that the products supplied that are subject to the Standards, comply with the relevant standard;

- 15.3 ensure that testing by an accredited testing facility is conducted by Mosaic Brands or by its third party suppliers;
- 15.4 ensure a compliance officer reviews the testing reports provided by an accredited testing facility and/or third party suppliers to ensure compliance with the relevant standard;
- 15.5 develop implement and maintain recall procedures that enable products supplied by Mosaic Brands that do not comply with the Standards to be efficiently and effectively withdrawn from the market and returned to Mosaic Brands.

Reports to Board/Senior Management

- 16. Mosaic Brands will ensure that the Compliance Officer reports to the Board and/or senior management every 3 months on the continuing effectiveness of the Compliance Program.

Compliance Review

- 17. Mosaic Brands will, at its own expense, cause an annual review of the Compliance Program (**the Review**) to be carried out in accordance with each of the following requirements:

- 17.1 **Scope of Review**– the Review should be broad and rigorous enough to provide Mosaic Brands and the ACCC with:

- 17.1.1. a verification that Mosaic Brands has in place a Compliance Program that complies with each of the requirements detailed in paragraphs 1 to 16 directly above; and

- 17.1.2. the Compliance Reports detailed at paragraph 18 directly below.

- 17.2 **Independent Reviewer** – Mosaic Brands will ensure that each Review is carried out by a suitably qualified, independent compliance professional with expertise in consumer law (**the Reviewer**). The Reviewer will qualify as independent on the basis that he or she:

- 17.2.1. did not design or implement the Compliance Program;

- 17.2.2. is not a present or past staff member or director of Mosaic Brands;

- 17.2.3. has not acted and does not act for, and does not consult and has not consulted to, Mosaic Brands in any consumer law related matters, other than performing Reviews under this Undertaking; and

- 17.2.4. has no significant shareholding or other interests in Mosaic Brands.

- 17.3 **Evidence** – Mosaic Brands will use its best endeavours to ensure that each Review is conducted on the basis that the Reviewer has access to all relevant sources of information in Mosaic Brands' possession or control, including without limitation:

- 17.3.1. the ability to make enquiries of any officers, employees, representatives and agents of Mosaic Brands;

- 17.3.2. documents relating to the Risk Assessment, including the Risk Assessment Report;

- 17.3.3. documents relating to Mosaic Brands' Compliance Program, including documents relevant to Mosaic Brands' Compliance Policy, Complaints Handling System, Staff Training and induction program ; and

17.3.4. any reports made by the Compliance Officer to the Board or senior management regarding Mosaic Brands' Compliance Program.

17.4 Mosaic Brands will ensure that a Review is completed within one year of this Undertaking coming into effect, and that a subsequent Review is completed within each year for 3 years.

Compliance Reports

18. Mosaic Brands will use its best endeavours to ensure that within 30 days of the completion of a Review, the Reviewer includes the following findings of the Review in a report provided to Mosaic Brands, **(the Compliance Report)**:

18.1 whether the Compliance Program of Mosaic Brands includes all the elements detailed in paragraphs 1 to 16 above, and if not, what elements need to be included or further developed;

18.2 whether the Compliance Program adequately covers the parties and areas identified in the Risk Assessment, and if not, what needs to be further addressed;

18.3 whether the Staff Training and induction is effective and if not, what aspects need to be further developed;

18.4 whether Mosaic Brands' Complaints Handling System is effective and if not, what aspects need to be further developed;

18.5 whether Mosaic Brands is able to provide confidentiality and security to consumer law whistleblowers, and whether staff are aware of the whistleblower protection mechanisms;

18.6 whether there are any material deficiencies in Mosaic Brands' Compliance Program, or whether there are or have been any instances of material non-compliance with the Compliance Program, **(Material Failure)**, and if so, recommendations for rectifying the Material Failure/s¹.

Mosaic Brands' response to Compliance Reports

19. Mosaic Brands will ensure that the Compliance Officer, within 14 days of receiving the Compliance Report:

19.1 provides the Compliance Report to the Board or relevant governing body;

19.2 where a Material Failure has been identified by the Reviewer in the Compliance Report, provides a report to the Board or relevant governing body identifying how Mosaic Brands can implement any recommendations made by the Reviewer in the Compliance Report to rectify the Material Failure.

20. Mosaic Brands will implement promptly and with due diligence any recommendations made by the Reviewer in the Compliance Report to address a Material Failure.

¹ Material Failure means a failure, that is non-trivial and which is ongoing or continued for a significant period of time, to:

- incorporate a requirement of the Undertaking in the design of the Compliance Program, for example if the Complaints Handling System did not provide any mechanism for responding to complaints; or
- comply with a fundamental obligation in the implementation of the Compliance Program, for example, if no Staff Training has been conducted within the Annual Review period.

Reporting Material Failures to the ACCC

21. Where a Material Failure has been identified by the Reviewer in the Compliance Report, Mosaic Brands will:
- 21.1 provide a copy of that Compliance Report to the ACCC within 10 days of the Board or relevant governing body receiving the Compliance Report; and
 - 21.2 inform the ACCC of any steps that have been taken to implement the recommendations made by the Reviewer in the Compliance Report; or
 - 21.3 otherwise outline the steps Mosaic Brands proposes to take to implement the recommendations and will then inform the ACCC once those steps have been implemented.

Provision of Compliance Program documents to the ACCC

22. Mosaic Brands will maintain a record of and store all documents relating to and constituting the Compliance Program for a period not less than 5 years.
23. If requested by the ACCC during the period of 5 years following the Undertaking coming into effect, Mosaic Brands will, at its own expense, cause to be produced and provided to the ACCC copies of all documents constituting the Compliance Program, including:
- 23.1 the Compliance Policy;
 - 23.2 the Risk Assessment Report;
 - 23.3 an outline of the Complaints Handling System;
 - 23.4 Staff Training materials and induction materials;
 - 23.5 all Compliance Reports that have been completed at the time of the request;
 - 23.6 copies of the reports to the Board and/or senior management referred to in paragraph 16 and paragraph 19.

ACCC Recommendations

24. Mosaic Brands will implement promptly and with due diligence any recommendations that the ACCC may make that the ACCC deems reasonably necessary to ensure that Mosaic Brands maintains and continues to implement the Compliance Program in accordance with the requirements of this Undertaking.