

AVON JUSTINE (PTY) LTD APPLICATION FORM

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AVON JUSTINE (PTY) LTD ACCOUNT APPLICATION – TERMS AND CONDITIONS

PART A

* Part A not applicable to Sales Leaders

The Applicant and the Company mutually agree:

- The Company appoints the Applicant as a sales Representative for Avon products:-
- Nothing contained in this agreement shall constitute the Applicant an employee, agent or partner of the Company, nor as having, express or implied, any authority to assume or create any obligation or liability on behalf of or in the name of the Company.
- 3. This agreement shall continue until terminated and may be terminated by either party at any time.
- The Applicant will receive a trade discount on Avon Justine (Pty) Ltd's recommended retail price inclusive of VAT
- The Company reserves the right to vary trading terms with prior notice.
- The Company shall be under no obligation to accept any order placed by the Applicant if payment for goods previously delivered is outstanding for longer than 21 (twenty-one) days, or exceeds his/her/its credit limit with the Company.
- The Company may levy penalties in compliance with the National Credit Act, 34 of 2005, as amended where additional costs are incurred by the Company directly as a result of payments being withheld.
- The Applicant shall use his or her best efforts to enhance the image of the Company and the products of the Company.
- This agreement contains all the express provisions agreed on by the parties and the parties waive the right to rely on any alleged express provision not contained in the agreement.

PART B Conditions for Applicant's Account

- The Applicant hereby consents to the Company making enquiries, as it may deem necessary, relating to the Applicant's credit record and trade references with any credit reference agency or third party.
- 2. The Company shall at all times have the absolute right, in its sole discretion, to immediately discontinue or suspend the Applicant's account/credit facility. The Company shall, in the event of such right being exercised, provide the Applicant with 10 (ten) days written notice of such discontinuation or suspension (as the case may be) and the full balance then owing by the Applicant to the Company shall immediately become due and payable on demand. The Applicant hereby consents to the Company providing notice in respect of balances outstanding or due and/or such discontinuation or suspension via SMS, MMS and/or email address as reflected on its records.
- 3. The Applicant shall diligently observe and adhere to the credit limit applicable from time to time and shall promptly make payments to the Company of all amounts due to the Company by no later than 21 (twenty-one) days of invoice, The Company shall be entitled to increase the Applicant's credit limit on an annual basis after giving notice to the Applicant and the Applicant has expressly agreed to the increase of the credit limit and the extent to which their credit limit should be increased.
- 4. In the event of the Applicant, at any time, exceeding the credit limit or not paying any amount to the Company timeously, or generally being in any default of any of its obligations to the Company (whether in terms of this agreement or otherwise), then the Company shall have the right (without limiting any of the other rights of the Company) to refuse to render any further services and/ or supply any goods to the Applicant.
- 5. The Applicant acknowledges that the credit facilities applied for, will come into operation only upon acceptance by the Company of this application. The Company shall give notice to the Applicant of its acceptance hereof in any manner or form. Pending the acceptance of this application, any business shall be conducted, on a cash basis (cash with order).
- 6. The Applicant indemnifies and holds the Company harmless against all claims, fines, penalties, action, proceedings, judgments, damages, losses, costs, expenses or other liabilities caused, whether negligently or otherwise, by the non-observance or non-compliance by the Applicant in terms of this agreement.

PART C General terms and conditions

- In the application set out in this document, these general terms and conditions shall apply:
- 1.1 the following words and expressions shall bear the following meanings:
- 1.1.1 "the Applicant" means either the Representative or the Sales Leader, as reflected on the front page of this application;
- 1.1.2 "the Company" means Avon Justine (Pty) Limited, registration number 1964/002772/07;
- 1.2 unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
- 2. No agent or employee of the Company has the Company's authority to alter or vary these conditions either by an oral or a written understanding or promise given before or after receipt of these conditions and no alteration, amendment, variation or consensual cancellation of these conditions shall be of any force and effect unless reduced to writing and signed by the Applicant and a director of the Company.
- 3. Should the Applicant purport to attach any conditions to or in respect of any business conducted from time to time which vary, amend or are in conflict with a condition set out herein, then notwithstanding anything to the contrary stipulated by the Applicant, the conditions set out herein shall prevail and be of full force and effect, unless specifically varied in writing with specific reference to the Applicant's contrary documentation in accordance with clause 2 above.
- 4. No act or omission of the Company shall be construed as a variation or waiver of any of these conditions.
- 5. The Applicant acknowledges that:
- 5.1 the Company does not authorise the use of the postal facilities for any payment/s to be made to it in terms hereof and all documents and other matter including cash, cheques, bank drafts and other remittances sent to the Company through the post shall be deemed not to have been received by the Company unless and until they are actually delivered to the Company by the postal authorities and all risk in and to such documents and other matter shall be at the risk of the Applicant until actually delivered to the Company;
- 5.2 payments made directly into the Company's bank account shall be at the Applicant's risk until confirmed as cleared funds by the Company's bankers;
- 5.3 unless otherwise specifically directed by the financial manager or a director of the Company in writing from time to time, no third party is authorised to accept any payment due by the Applicant for or on behalf of the Company.
- 6. In the event of any amount not being paid to the Company on the due date thereof, then in that event and without prejudice to all of the other rights of the Company, the full amount owing by the Applicant to the Company shall forthwith become due and payable.
- The Company shall in its absolute discretion be entitled to appropriate all or any payments made by the Applicant towards the payment of any debt or obligation of whatsoever nature owing by the Applicant to the Company, irrespective of when such debt or obligation arose.
- 8. A certificate signed by a director of the Company as to the balance owing to the Company by the Applicant at any time and from time to time shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever, and shall constitute prima facie proof of its contents and of the amount then owing by the Applicant to the Company.
- Ownership of all goods supplied to the Applicant (and notwithstanding the delivery thereof) will only pass to the Applicant against payment of the whole of the purchase price thereof, pending which ownership therein shall vest exclusively in the Company.
- 10. Goods ordered/supplied shall be at the Applicant's risk as soon as it/they is/are delivered to the Applicant.
- 11. The Company reserves the right, at its sole discretion at any time to discontinue the supply of any goods and/or to amend the specifications thereof.
- 12. The Company shall not, under any circumstances whatsoever, be liable to the Applicant or any other person for any loss or damage, including without limitation, any loss of profits or special damages or any consequential loss or damage arising from any cause whatsoever.

- 13. The Applicant shall be liable for all legal costs incurred by the Company, as between attorney and own client as well as collection commission and interest should it be necessary for legal action to be taken for the recovery of any amounts owing to the Company, arising out of the business conducted between the Applicant and the Company.
- 14. The Applicant chooses domicilium citandi et executandi, for all purposes under this agreement and these conditions and in the business conducted between the parties, at the address given on the face hereof. The Applicant shall notify the Company of any change of address by way of written notification, within 7 (seven) days of any such change occurring and any change in the Applicant's domicilium shall become effective 7 (seven) days from receipt of such notice of change by the Company.
- 15. These terms and conditions shall be governed and construed according to the laws of the country in which the Applicant resides and shall be subject to the exclusive jurisdiction of the courts of the country in which the Applicant resides.
- 16. No act, omission, course of dealing, forbearance, delay or indulgence by the Company in enforcing any of these conditions or any of its rights in terms thereof or any granting of time by the Company shall prejudice or affect the rights and remedies of the Company under these conditions and no such matter shall be treated as any evidence of waiver of the Company's rights thereunder nor shall any waiver of a breach by the Applicant of any one or more of these conditions operate as a waiver of any subsequent breach thereof. The Company shall at all times and without notice be entitled to insist on strict application of these conditions.
- 17. The Applicant hereby consents to the Company furnishing either directly to the National Credit Register or to a credit bureau, in the prescribed manner and form, as set out in the National Credit Act, 34 of 2005. The Company shall give the Applicant at least 20 (twenty) business days notice of its intention to submit the following adverse information concerning the consultant to a credit bureau: classification of consumer behaviour, including such classifications as "delinquent", "slow paying", "absconded" and "not contactable"; classification related to enforcement action taken against the Applicant by the Company, including classifications such as "handed over for collection or recovery", "legal action" or "write off".

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The Applicant has been advised of the fact that a credit bureau provides a credit profile and possibly a credit score on his or her credit worthiness.

The Applicant is thus entitled to the name and contact details of the credit bureau or credit bureau to which the Applicant's information is transferred. The name and contact details of the credit bureau are: TransUnion, Tel: 011 214 6000.

The Applicant has the right to contact the credit bureau, have his or her credit records disclosed and inaccurate information corrected.

18. The applicant acknowledges and understands that all information of a personal nature is submitted by consent. In the event that the Applicant accepts to submit any personal information, the applicant is aware of and accepts that such information shall be used by the Company for purposes of assessing credit worthiness of the Applicant: transacting with the Representative for goods ordered and the delivery of same: any communication between the parties or any other actions necessary to give effect to the obligations of this agreement. The personal information provided shall in no way be used to discriminate against the Applicant or any person in any manner whatsoever.

The information of the Applicant shall be stored by the Company in the strictest of confidence and as required by law and shall not be disseminated to any third party without the consent of the Applicant or unless required by law. The applicant is hereby informed about and expressly lends his/her consent to the incorporation of his/her information in the Application Form forming part of this agreement and the use of his/her information for the ends stated herein.

19. As an Avon Representative, I agree to pay for all Avon brochures ordered in terms of the payment structure set up by the Company and as amended from time to time.

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19. As an Avon Representative, I agree to pay for all Avon brochures ordered in terms of the payment structure set up by the Company and as amended from time to time.

1. Getting started as a Avon Representative – finding Customers

- Make sure everybody in your circle/network knows you have joined Avon
- Distribute your brochures and share the Avon Mobile App
- Collect orders from your Customers
- Place your order (as below)
- Collect payment and deliver to Customers, leave the next month's brochure
 (NB: Exchange products for money NO MONEY, NO PRODUCTS NO EXCEPTIONS)
- Deposit what you owe Avon (see invoice) the rest is yours instant earnings!

2. Selling tips

- Let Customers try samples and demo products you order these from the Let's Talk
 (a special brochure for Representatives only NOT for Customers)
- Provide good Customer service deliver on time, give a new brochure, answer questions

3. How do you earn?

• You earn discount on all products you order, based on your order value:

o R515 to R809 15% o R810 to R1 924 20% o R1 925 to R6 999 25% o R7 000 + 30%

4. Brochures and Samples

- Avon brochures and product samples are powerful sales tools
- Know your brochure each month
- Use the brochure's easy-to-follow and exciting layout, scented pages and new offers
- Take advantage of the Let's Talk for demo products and samples, as well as product training

5. Placing your order

- Online at <u>www.avon.co.za</u>
 - Using your Avon account number register by clicking on "Login to your Avon account" then "Register now"
 - o Once registerd, log-in to access the latest information you need to know: place orders, pay by credit/debit card, track orders and view online training material

SMS order

- o SMS your orders to 43116 for South Africa; +27832155050 for Namibia, using this format:
- Ospaceaccountnumberspacemonthnumberspacecodespacequantityspace
 (Just keep adding product codes and quantities)

Mobile App

- Download the Avon Mobile app from your Google PlayStore or Apple iStore
- Share it on Facebook and ask friends & customers to download the app
- o Opt-in to receive customer orders in your area

6. Paying for your order

- Internet banking
 - O ABSA use the account details found on your invoice (Use your Avon account number as your reference)

EasyPay stations & Pay@

- o These are found at various locations including Pick n Pay, Checkers, Shoprite, Engen garages, Woolworths, Ackermans, Boxer, U-Save, Pep stores
- Use the EasyPay or Pay@ reference number as it appears on your invoice

VISA or Mastercard

o Log-in to www.avon.co.za to pay your account using VISA or Mastercard

For further training & assistance please call your Sales Leader or contact our Service Centre on 0860 10 23 45

REPRESENTATIVE/CONSULTANT AGREEMENT ("Agreement")

between

AVON JUSTINE (PTY) LTD

(Registration number: 1964/002772/07) 56 Lotus Road, Gallo Manor, 2052 ("Avon Justine")

and

Name:
Identity number:
Address:
Representative/Consultant Code:("the Representative/Consultant")
Sales/Business Leader:
Area:
Area Sales Manager:

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 "Activities" means the undertaking by the Representative/ Consultant to promote and sell the products of Avon Justine in accordance with the Avon Justine sales model at any given time;
- 1.2 "Area" means the geographic area comprising the sales district in which the Representative/Consultant operates, as approved by Avon Justine;
- 1.3 "Representative/Consultant account" means the account opened by Avon Justine's credit control department in the name of the Representative/Consultant;
- 1.4 "Sales/Business Leader" means the person responsible for recruiting the Representative/Consultant and to whose Team the Representative/Consultant belongs;
- 1.5 "Team" means the total number of Representative(s)/ Consultant(s) recruited by the Sales/Business Leader, including the Representative/Consultant who is directly responsible to such Sales/Business Leader, as well as the Sales/Business Leader.

2. APPOINTMENT

- 2.1 Avon Justine hereby appoints the Representative/ Consultant to undertake the Activities in the Area and the Representative/Consultant agrees to undertake the Activities on the terms and conditions of this Agreement. This Agreement grants no distribution rights to the Representative/Consultant in respect of any products supplied by Avon Justine.
- 2.2 Nothing in the Agreement renders the Representative/ Consultant an employee, worker, agent or partner of Avon Justine, his/her Sales/Business Leader, or any member of the Team.
- 2.3 The Representative/Consultant understands and agrees that he/she is a self-employed independent contractor and is solely responsible for arranging the necessary tools and funds in order to perform the Activities.
- 2.4 The Representative/Consultant may, with the prior written approval of Avon Justine, appoint a suitably qualified and skilled substitute to undertake the Activities instead of the Representative/Consultant, provided that the substitute enters into direct undertakings with Avon Justine, including with regard to confidentiality. If Avon Justine accepts the substitute, any fees payable for undertaking the Activities will remain payable to the Representative/Consultant and the Representative/Consultant will be responsible remuneration of the substitute.

3. RESPONSIBILITIES OF THE REPRESENTATIVE/CONSULTANT

- 3.1 The Representative/Consultant will undertake the Activities in a professional manner and to the standards required by Avon Justine.
- 3.2 The Representative/Consultant is fully responsible for:
 - 3.2.1 complying with all requirements, statutory or otherwise, which are applicable to independent contractors and persons performing activities such as the Activities; and
 - 3.2.2 paying all costs, and expenses associated with his/ her business activities including all tax, insurance, telephone accounts and any other costs.
- 3.3 The Representative/Consultant may not hold him/herself out as being authorized to: negotiate the sale or purchase of goods on behalf of or in the name of Avon Justine; incur any expenditure, debts, liabilities or obligations in the name of or for the account of Avon Justine; and/or commit Avon Justine to agreements with third parties, unless he/she is expressly authorized to do so in writing by Avon Justine.
- 3.4 The Representative/Consultant must order products only on his/her own Representative /Consultant account and not on the account of any other Representative/Consultant.
- 3.5 The Representative/Consultant may not promote Avon Justine's products in any manner which is likely to mislead or deceive potential customers. In particular, the Representative/Consultant must not persuade anyone to make a payment by promising benefits from getting others to join Avon Justine as Representatives/Consultants or Sales/Business Leaders.
- 3.6 The Representative/Consultant indemnifies Avon Justine for and in respect of any liability for any claim arising as a result of a breach by the Representative/Consultant of the terms of this Agreement.

4. CONFLICTS OF INTEREST

- 4.1 The Representative/Consultant warrants that he/she is over the age of 18 at the time of signing this Agreement.
- 4.2 The Representative/Consultant agrees not to encourage or invite Avon Justine's Representatives/Consultants or Sales/Business Leaders to participate in other network or multi-level marketing or direct selling programmes in competition with those promoted by Avon Justine.
- 4.3 Nothing in this Agreement prevents the Representative/
 Consultant from being engaged in any other business,
 occupation or activity provided that such business,
 occupation or activity does not cause a breach of or conflict
 with any of the Representative/Consultant obligations
 under this Agreement.

5. PAYMENTS AND DISTRIBUTIONS

- As consideration for the Activities, the Representative/
 Consultant may retain part of the amount paid to him/
 her by customers in respect of sales of Avon Justine
 products, which amount is calculated as a percentage of
 his/ her Brochure Sales as per the current discount model
 in place at the Avon Justine from time to time. A copy of
 the current discount model is available from your Sales/
 Business Leader upon request. The discount model may be
 amended by Avon Justine from time to time in accordance
 with the requirements of clause 10.4.
- 5.2 All disbursements incurred by the Representative/ Consultant in the course and scope of the Activities rendered in terms of this Agreement are for his/her own account.
- 5.3 Avon Justine shall be under no obligation to accept any order placed by the Representative/Consultant if payment for goods previously delivered to the Representative/Consultant has been outstanding for longer than 21 days or the Representative/Consultant has exceeded his/her credit limit.

6. INTELLECTUAL PROPERTY

6.1 The Representative/Consultant must do nothing to bring Avon Justine into disrepute or damage the distinctive quality of Avon Justine's trademarks or trade names, which are the exclusive property of Avon Justine or its affiliated companies and which are protected by law.

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6.2 The Representative/Consultant may not create any advertising or promotional materials, including materials on the Internet or other electronic media, or operate or maintain any website for the purpose of promoting his/her Avon Justine Representative/Consultant business, unless such advertising or promotional material or website is in line with the Intellectual Property Policy of Avon Justine in place at the time. A copy of the current Intellectual Property Policy is available from your Sales/Business Leader upon request.

7. CONFIDENTIAL INFORMATION

Information which is provided by the Representative/Consultant or Avon Justine in connection with this Agreement and which is not or has not been publicly disclosed must be kept confidential and must not be used or divulged other than in accordance with this Agreement.

8. DATA PROTECTION

- 8.1 The Representative/Consultant consents to his/her personal details being held and processed (including processing by automatic means) by Avon Justine and its authorized third parties for the purposes of performing functions on Avon Justine's behalf, including (but not limited to) order fulfilment and delivery, marketing, research, customer service, administration, payment processing, the production of electronic invoices and statements of fees earned, which may also be provided to the Sales/Business Leader or other Team members.
- 8.2 The Representative/Consultant consents to allowing transfers of his/her personal details to any other company within Avon Justine's group and business contacts located in other countries outside of South Africa in order to facilitate the proper performance of this Agreement by Avon Justine.

9. RESERVATIONS

9.1 Avon Justine may, for any reason whatsoever, approach the Representative/Consultant, without the intervention or authority of any Sales/Business Leader, regarding Avon Justine's Sales/Business Leader Program.

10. DURATION AND TERMINATION

- 10.1 This Agreement will come into force when Avon Justine notifies the Representative/Consultant in writing that the Representative/Consultant's account has been opened by Avon Justine's credit control department and will continue unless terminated by either of the parties giving written notice to the other, which notice must be delivered by registered mail or by hand, and will have immediate effect.
- 10.2 Without prejudice to any other remedies that Avon Justine may have against the Representative/Consultant, Avon Justine has the right at any time, by giving notice in writing to the Representative/Consultant, to terminate the Agreement with immediate effect if the Representative/Consultant: commits a breach of any of the terms or conditions of this Agreement; or is guilty of any conduct which is prejudicial to Avon Justine's interest (and which is determined in Avon Justine's sole discretion).
- 10.3 If Avon Justine ceases to carry on business, or ceases to deal in the products, this Agreement shall terminate forthwith unless the rights and obligations of Avon Justine are assigned to another legal entity.
- 10.4 Avon Justine reserves the right to alter or amend this Agreement or the Representative/Consultant Program or to discontinue it at any time by giving written notice to that effect. The Representative/Consultant will always be given no less than 30 days written notice in advance of any such changes, except that where such changes affect the Representative/Consultant's status or the structure or method of calculation of the Representative/Consultant's consideration for the Activities in which case the Representative/Consultant will be given no less than 60 days written notice in advance of such changes.
- 10.5 Nothing in this Agreement entitles the Representative/ Consultant to receive any compensation or indemnity following the termination of this Agreement. Where this Agreement is terminated, the Representative/Consultant

must, at Avon Justine's request, remove and return to Avon Justine or destroy, any and all signs, stationery or other material reflecting the name or logo of Avon Justine that came into his/her possession during the duration of this Agreement and must stop holding his/herself out, in any manner, as a Representative/Consultant of Avon Justine.

11. GENERAL

- 11.1 The Representative/Consultant's rights and obligations under the Agreement may not be assigned or otherwise transferred by the Representative/Consultant, except as provided for in clause 2.4.
- 11.2 The Representative/Consultant must keep Avon Justine informed of any change to his/her physical address, email address or telephone number.
- 11.3 The Representative/Consultant expressly authorizes Avon Justine to issue communications (including invoices) electronically, by email to the Representative/Consultant, by posting messages or notices on Avon Justine's website (www.avon.co.za/www.justine.co.za or such other website address as Avon Justine may notify from time to time) or by Short Message Service (SMS), and the Representative/Consultant agrees that such communications will satisfy any legal requirements for such communications to be in writing in terms of the provisions of the Electronic Communications and Transactions Act, 2002.
- 11.4 The Representative/Consultant may be required to attend meetings from time to time with his/her Sales/Business Leader or with a Divisional Manager of Avon Justine.
- 11.5 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding in relation to the same subject matter, but this clause does not limit the liability of either party for fraud.
- 11.6 This Agreement is governed by the laws of South Africa.
- 11.7 By signing this Agreement, the Representative/Consultant records that he/she has carefully read and reviewed the contents of the Agreement and acknowledges that he/she fully understands all of its terms and conditions.

A once-off fee will be applied to the Representative/Consultant's account for administrative costs. The Representative/Consultant has the right to cancel this Agreement within 10 days of its being signed. The fee is then refundable in full within 15 days of Avon Justine's receipt of cancellation.

The Representative may not promote the Company's products in any manner which is likely to mislead or deceive potential customers. In particular, the Representative/Consultant must not make false promises on the earnings potential arising from the recruitment of new Representatives/Consultants.

Do not be misled by claims that high earnings are easily achieved.

SIGNED at	on this the
day of	20
The Representative/Consultant	
SIGNED at	on this the
day of	20

Signatory name:

Capacity

For and on behalf of Avon Justine as a duly authorized Representative/Consultant (e.g. Area Sales Manager)

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