

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 Business Leader upon request.

must stop holding his/herself out, in any manner, as a Consultant of Avon Justine.

7. CONFIDENTIAL INFORMATION

Information which is provided by the 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 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 Business Leader or other Team members.

8.2 The 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 Consultant, without the intervention or authority of any Business Leader, regarding Avon's Business Leader Program.

10. DURATION AND TERMINATION

10.1 This Agreement will come into force when Avon Justine notifies the Consultant in writing that the 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 may have against the Consultant, Avon Justine has the right at any time, by giving notice in writing to the Consultant, to terminate the Agreement with immediate effect if the 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 Consultant Programme or to discontinue it at any time by giving written notice to that effect. The 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 Consultant's status or the structure or method of calculation of the Consultant's consideration for the Activities in which case the Consultant will be given no less than 60 days written notice in advance of such changes.

10.5 Nothing in this Agreement entitles the Consultant to receive any compensation or indemnity following the termination of this Agreement. Where this Agreement is terminated, the 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

11. GENERAL

11.1 The Consultant's rights and obligations under the Agreement may not be assigned or otherwise transferred by the Consultant, except as provided for in clause 2.4.

11.2 The Consultant must keep Avon Justine informed of any change to his/her physical address, email address or telephone number.

11.3 The Consultant expressly authorizes Avon Justine to issue communications (including invoices) electronically, by email to the 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 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 Consultant may be required to attend meetings from time to time with his/her 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 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 Consultant's account for administrative costs. The 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 Consultant shall not persuade anyone to make a payment by promising benefits from getting others to join Avon Justine as Representatives/Consultants.

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

SIGNED at _____ on this the _____
day of _____ 20_____

.....
The Consultant

SIGNED at _____ on this the _____
day of _____ 20_____

.....
Signatory name:

Capacity:

For and on behalf of Avon Justine as a duly authorized Consultant (e.g. District Manager)