

REPRESENTATIVE AGREEMENT

THIS AVON REPRESENTATIVE AGREEMENT is made between:

(1) The person whose name is set out above ("the Representative" also referred to herein as "You" or "Your") and

(2) **AVON COSMETICS LIMITED** (company registered no: 592235) whose registered office is at Nunn Mills Road, Northampton, NN1 5PA ("Avon")

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Activities: means the activities to be undertaken by the Representative for Avon in promoting and selling Avon products.

1.2 Important Stuff: means the information set out in the "Important Stuff" section of the Representative website at www.avon.uk.com/importantstuff which forms part of this Agreement.

2. APPOINTMENT AND STATUS

2.1 You must be over 18 years of age and resident in the UK.

2.2 You agree that if You promote and sell Avon products to third parties, You will act as a principal, selling them solely on Your own account. You agree not to portray yourself as an employee, worker, agent or partner of Avon, nor as having any authority to bind Avon contractually, nor to incur any liability on behalf of Avon.

2.3 You will be responsible for compliance with all matters associated with Your status as a self-employed individual including payment of all tax and national insurance contributions, and ensuring You have the necessary licences, insurance, registrations and/or permits required in order to conduct Your Activities. You are legally obliged to report Your earnings to HM Revenue and Customs.

2.4 You agree to undertake Your Activities in any territory allocated to You in accordance with Avon guidelines, and as varied by Avon from time to time. You must adhere to the standards and principles of behaviour set out in the "Consumer Code of Practice" and "Code of Business Conduct" as issued by the Direct Selling Association (or 'DSA').

3. ORDERING

3.1 You agree to take orders from Your customers only for future delivery.

3.2 Your only financial obligations during the first twelve months are to pay for such products (including Your Starter Kit and brochures etc.) as You choose to order, and to pay any additional fees (such as delivery or handling fees) as are anticipated by this Agreement.

3.3 Orders for each campaign should be placed by the appropriate date as communicated to You. Avon shall be entitled to charge delivery or handling fees, as also communicated to You from time to time.

3.4 If You do not order any brochures for a campaign, Avon will, unless informed to the contrary, send and invoice You for a single brochure at the current applicable rate.

4. EARNINGS

4.1 You will receive a trade discount on Avon's recommended retail prices if Your campaign order value meets Avon's Minimum Order Value (MOV) requirement. The current trade discount structure offered by Avon and the required MOV are set out in Important Stuff. Avon shall be entitled to vary from time to time the trade discount structure and/or the amount of the MOV requirement by giving not less than 60 days' notice to You.

4.2 There will be premium and other offers from time to time which will be notified to You and in respect of which a fixed amount of discount will apply in place of Your trade discount.

5. PAYMENT

5.1 Payment must be received by Avon within 13 days from the date of Your invoice.

5.2 Avon shall be under no obligation to accept an order placed by You if any payments from You are overdue.

5.3 Avon shall have the right to charge statutory interest, as notified to You and varied from time to time, on all overdue sums. Further, Avon may levy a reasonable payment charge where additional costs are incurred by Avon as a result of non-payment or in respect of "refer to drawer" cheques or for any of the reasons stated in the list of Fees & Charges as set out in Important Stuff.

6 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

6.1 Information provided in connection with this Agreement and which is publicly undisclosed shall be kept confidential and shall not be used or divulged other than in the proper course of performance of the obligations under this Agreement.

6.2 You shall do nothing to bring Avon into disrepute or to impair or jeopardise the distinctive quality of Avon's trademarks or trade names, which are the exclusive property of Avon or its affiliated companies and which are protected by law.

6.3 You shall not, without Avon's prior written approval, use or exploit Avon's intellectual property rights, including (but not limited to) trademarks or trade names or any logos, product names, designs or copyright belonging to Avon.

6.4 Advertising and promotional materials must comply in all respects with any Avon guidelines issued from time to time and You will promptly remove any such materials on request by Avon, regardless of whether they have previously been approved by Avon.

7 YOUR OBLIGATION TO PROTECT DATA BELONGING TO OTHERS

7.1 You agree that you will comply with all applicable data protection laws in relation to personal data captured, processed and maintained in connection with the performance of your obligations under this Agreement. As an Independent Sales Representative, you are responsible for how you protect the personal data that you hold through the course of your business belonging to customers, other Representatives and any other individuals. You agree to comply with the data protection guidance set out in Important Stuff.

8. HOW AVON WILL USE YOUR DATA

8.1 Avon's privacy and data protection practices are set out in Avon's Representative Privacy Notice. This document explains how your personal data will be used, how to update, change or delete any of Your personal data and how to opt-out of receiving marketing from Avon. Avon will update the Representative Privacy Notice as appropriate from time to time.

9. CREDIT REFERENCE AND FRAUD PREVENTION SEARCH

9.1 By agreeing to the terms of this Agreement You consent to Avon searching the files of credit reference and fraud prevention agencies (who will record the search) to make credit decisions about you. You are aware that such a search will leave a footprint on your credit file which may be used by third parties in future lending decisions about you and the people with whom you are financially associated, as well as for fraud prevention, debtor tracing and money laundering purposes. You agree that Avon may disclose information about how you conduct your Avon account to such agencies and that your information may be linked to records relating to other people living at the same address with whom you are financially linked.

10. CONFLICTS OF INTEREST

10.1 You agree not to encourage or invite other Representatives to participate in other network or multi-level marketing or direct selling programmes in competition with those promoted by Avon.

10.2 You may engage 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 Your obligations under this Agreement.

11. CANCELLATION/TERMINATION

11.1 You have the right to cancel this Agreement without penalty during the first 14 days of it being signed and to return products to Avon for a full refund, provided the products are returned in the same condition as supplied to You (except that external wrappings may be broken).

11.2 At any time after 14 days from signature of this Agreement, either party may terminate this Agreement by giving to the other not less than 14 days written notice to be served on the other party at the address given in this Agreement, or such address as notified in writing. If the Agreement is terminated by Avon or by You after 14 days of signature of the same, You have the following rights:

11.2.1 You will incur no future contractual obligations under the Agreement;

11.2.2 You will have the right, within 14 days of the termination, to return to Avon, at the address notified to You from time to time, all products purchased by You from Avon within 90 days prior to the termination and to recover from Avon the (VAT inclusive) price paid by You for them, less a reasonable handling charge and, in the case of goods which have deteriorated because of Your own fault, less an amount to reflect their resulting diminution in value;

11.2.3 Where Avon terminates the Agreement, You will be advised of the procedure for the return of any products to Avon which will be collected by Avon's free carrier collection service.

11.2.4 You may return and claim a partial refund for products which You purchased more than 90 days and up to one year prior to termination of the Agreement and which remain unsold by You (in accordance with, and subject to, the terms set out in the Code of Business Practice of the DSA).

11.3 You are required to give Avon one campaign's written notice in advance of ceasing to serve Your allocated territory or customer list or any part thereof.

11.4 If You do not place an order for eighteen consecutive campaigns You will be removed as a Representative. Once removed, if You want to return as a Representative, the administration fee payable on placing the 1st and 2nd order will apply again.

11.5 Avon may terminate the Agreement with immediate effect if You commit a significant or persistent breach of any of the terms of the Agreement or if You are guilty of any conduct (including but not limited to any criminal offence) which in Avon's reasonable opinion may bring Avon's reputation into disrepute.

12. TRANSFER

12.1 The benefit of this Agreement may not be transferred or assigned by You.

13. VARIATION

13.1 Avon reserves the right to make changes to this Agreement by giving You written notice to that effect. You will always be given no less than 14 days written notice in advance of any such changes, except that where such changes affect the trade discount structure and/or the amount of the MOV requirement, then You will be given no less than 60 days written notice in advance of such changes.

14. GENERAL

14.1 There is no intention in this Agreement to create any right or benefit enforceable by any person, firm or company not a party to this Agreement and the provisions of the Agreements (Rights of Third Parties) Act 1999 are expressly excluded.

14.2 You expressly authorise Avon to issue communications and invoices electronically, by email or posting messages or notices on Avon's website (www.avon.uk.com or such other website as Avon may notify from time to time) and any such communication shall be deemed appropriate as written notice.

14.3 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 a scheme.

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

14.5 This Agreement shall be governed by the Laws of England and Wales.

14.6 If you agree to the terms of this Agreement, you have 14 days in which to cancel and get your money back.