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## Please Accept Avon Terms & Conditions

Our Independent Sales Representative Contract Terms & Conditions reflect our current business practices and programs, and all Representatives must accept them in order to manage their Avon business.

We reserve the right to prevent any Representative who has not accepted the Terms & Conditions from signing in to AvonNow.com (YourAvon.com) or placing orders online, or through a Care Center Specialist, until they are accepted.

To accept the Contract Terms and Conditions, please:

1. Review the attached Independent Sales Representative Contract Terms & Conditions,
2. Check the agreement box below, sign and print your name, account number, address and date.
3. Detach, then scan or photograph the signed agreement and email to **ConditionsTeam@avonusa.com** or mail to The Avon Company, 10101 Alliance Road, Cincinnati, Ohio 45242.

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### DETACH AND RETURN

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#### PLEASE COMPLETE AND RETURN THIS PORTION TO AVON AS SOON AS POSSIBLE

\_\_\_\_\_ By checking this box and signing below, I understand, accept and affirmatively agree to the policies, terms and conditions set forth in Avon's attached Independent Sales Representative Contract Terms & Conditions. Please read them carefully as they have important information, including dispute resolution provisions.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

Please scan or photograph completed form and email it to **ConditionsTeam@avonusa.com**, or mail to The Avon Company, 10101 Alliance Road, Cincinnati, Ohio 45242.

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## **Independent Sales Representative Contract Terms and Conditions**

I. As an Independent Sales Representative (“Representative”) for The Avon Company (“Avon”), I agree to the following:

A. To honor the Avon tradition of integrity and personal service, (i) to promptly honor the Avon return policy with your customers, (ii) to abide by all Avon policies and procedures applicable to Independent Sales Representatives, including but not limited to the Business Policies and Procedures for Avon Independent Sales Representatives and any additional advertising and promotion policies (collectively, the “Avon Policies,” collectively, the “Contract”), (iii) to make no deceptive, unsubstantiated or inaccurate statements, claims or representations, including but not limited to earnings ability or product-related claims, or (iv) to do no act that would impair the name, reputation or goodwill of Avon.

B. To sell only to individual customers who will use Avon’s products, and not to or through third parties, including but not limited to any business entity or any type of retail establishment or any Web site or any online auction (e.g., eBay) unless authorized by Avon in writing. I understand that, except as otherwise provided in the Avon Policies, the Avon Online Store is the only way I can sell Avon products online. I further understand that the only way I can promote Avon products online is in accordance with the Avon Policies. I will not utilize Avon’s trademarks or copyright protected material in the promotion and sale of Avon’s products or the business opportunity online other than as permitted in the Avon Policies. I will not use or register, and do not currently own, any domain names, keywords or metatags that include, in whole or in part, any of Avon’s trademarks including, without limitation, the name AVON, and I hereby consent to transfer to Avon any such domain names. I will not send unsolicited e-mails (also called “SPAM”) to promote Avon’s products or the business opportunity.

C. To pay Avon for all product orders per the invoice terms and to collect sales tax on customer sales. In addition to any amounts that I owe to Avon, I will be responsible for payment of all fees assessed to my account by Avon and for Avon’s collection costs, attorneys’ fees, expenses incurred by Avon in collecting all such amounts. I understand that any amounts previously owed by me to Avon prior to signing this Contract, if any, shall be immediately payable to Avon. I understand that a shipment may not be made on credit if the amount owed for a previous order is not paid when due. In its sole discretion, Avon may request a deposit or down payment from me prior to the extension of credit.

D. I Agree, as an Avon Representative, I am an independent contractor and not an agent, joint-venturer, employee, distributor, partner, or franchisee of Avon. As an Avon Representative, I may not represent myself as an agent, joint-venturer, employee, distributor, partner, or franchisee of Avon. I agree that I am a self-employed, non-exclusive independent contractor who is authorized to market and sell Avon Products in the United States. The Independent Sales Representative Agreement does not create an employee/employer relationship, agency, partnership, or joint venture between The Avon and Avon Representative. I shall not be treated as an employee of Avon for any purpose, including without

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limitation for federal, state, or local tax purposes, Social Security Act and federal or state unemployment laws. I have no power or authority to incur any debt, obligation or liability, or make any promise or contract on behalf of Avon. As an independent contractor, I will not be treated as an Avon employee but shall assume sole liability, for federal, state or local taxes. I am solely responsible for all decisions made and all costs incurred with respect to my business and assume all entrepreneurial and business risk. Furthermore, I am responsible for ensuring that my business complies with all applicable Federal, state and local laws and regulations relating to our Avon business, including but not limited to licensing requirements and consumer protection laws.

E. To pay an enrollment fee to start as an Avon Representative. No other purchase is necessary to become a Representative.

F. Either party may terminate this Contract, with or without cause, at any time. The Contract will also terminate automatically in the event that a Representative closes his or her account with Avon. Upon such termination, all amounts owed by a Representative shall be immediately due and payable to Avon.

G. Except as set forth herein, any claim, dispute, controversy or other difference between the undersigned Representative and Avon (including Avon's current or former officers, directors, members, employees, vendors, clients, customers, agents, parents, subsidiaries, affiliated companies, successors, or assigns) that otherwise could have been resolved in a court of law, during and after the term of the Contract, shall be exclusively resolved by binding arbitration before one neutral arbitrator and administered by the Judicial Arbitration and Mediation Service ("JAMS"), a private alternative dispute resolution (ADR) provider, instead of a jury or court trial. The proceedings shall be governed by the Federal Arbitration Act, 9 U. S. C., sections 1-16 (the "FAA") and the JAMS Comprehensive Arbitration Rules & Procedures ("JAMS rules") to the extent they do not conflict with this Agreement. State arbitration statutes (such as, for example, N.H. Rev. Stat. Ann. § 542, et seq.) shall apply only to the extent they are not preempted by the FAA. Any arbitration shall occur in the county in which the undersigned Representative performs or last performed services for Avon unless otherwise stipulated by the parties. A copy of the JAMS rules may be obtained at <https://www.jamsadr.com> or by calling JAMS at (800) 352-5267. If not resolved informally, any dispute or claim must be made within the applicable statute of limitations by contacting JAMS at [www.jamsadr.com](http://www.jamsadr.com) and submitting a demand for arbitration. The parties agree that, except as otherwise provided in this arbitration provision, the arbitrator will have the exclusive authority to decide any question about the arbitrability of any claim, dispute or other difference between them (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. The arbitrator shall apply the substantive law relating to all claims and defenses to be arbitrated the same as if the matter had been heard in court, including the award of any remedy or relief on an individual basis and any award of costs and attorneys' fees to the prevailing party. Otherwise, the parties shall each bear their own costs and attorneys' fees. The arbitrator's award shall be in writing, with factual findings,

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reasons given, and evidence cited to support the award. Any authorized decision or award of the arbitrator shall be final and binding on the parties. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

Notwithstanding the foregoing, if an arbitration award would be rendered ineffectual without provisional relief including, but not limited to, writs of attachment, preliminary injunctions or temporary restraining orders, either party may request such relief from a court of competent jurisdiction to preserve the status quo pending arbitration. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this Contract, the Avon Policies or Avon's marketing and compensation plan.

H. Claims covered by this arbitration provision must be brought on an individual basis only, and no arbitrator has authority to resolve multi-plaintiff, class, collective or representative action claims under this arbitration provision ("Class Waiver"). Should such a claim be initiated in the arbitral forum, the arbitrator shall summarily reject it as beyond the scope of this arbitration provision. Any disputes concerning the validity of this Class Waiver will be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines that this Class Waiver is unenforceable with respect to any claim, it shall not apply to that claim, and that claim may then only proceed in court as the exclusive forum.

This arbitration and class waiver provision, shall survive the termination or expiration of the Contract. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which the parties had notice of before the date of modification. I. As a Representative, I understand and agree that Avon and I must regularly communicate with each other via U.S. mail, fax, email, telephone and other means (1) to receive account or order information, (2) to process orders, (3) to make or arrange payments, (4) to receive information about available products, services, promotions and opportunities, and (5) for other business purposes. Regardless of my name or number being listed on a federal or state Do Not Call registry, I specifically authorize Avon to call and / or text the residential, business or cell phone numbers that I have provided to Avon, whether using an agent, an artificial voice or pre-recorded messages, automated dialers or any other method that Avon may choose to use from time to time. I request that any new or additional telephone numbers that I furnish to Avon be incorporated by reference into this authorization. I also agree that this consent can only be revoked by writing to Avon at The Avon Company, 10101 Alliance Road, Cincinnati, OH 45242, or such other address designated by Avon and that I will receive written acknowledgement of such revocation from Avon. I understand I am not required to provide this consent to be contacted by telephone or text as a condition of purchasing any property, goods, or services.

## II. Other Provisions

A. This Contract shall be effective upon signature or electronic signature by the Representative and shall supersede any contract previously made between Avon and me, in my capacity as a Representative. This Contract may not be transferred or otherwise assigned without the prior written consent of Avon Sales Management.

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B. All orders are subject to acceptance by Avon.

C. Avon reserves the right to discontinue products or to change prices at any time. Avon reserves the right to change discount schedules, shipping fees, or incentive programs upon ten (10) days' prior notice. I hereby agree to pay Avon applicable shipping fees, including without limitations any increases or supplemental fees applicable to my orders (such as additional fees based on residency in Alaska, Hawaii and Guam). All locations charge shipping fees for immediate shipment of additional orders.

D. I hereby grant authorization to Avon, at any time, to investigate my background, character and identity and agree to provide any information requested by Avon for the purpose of determining whether I should be appointed as a Representative and receive credit in accordance with the terms and conditions contained in this Contract and the relevant Avon Policies. Upon my request, Avon will inform me of the name and address of each agency from which Avon obtained a report, if any, relating to me. Avon reserves the right to deny or limit the amount of credit it extends to its Representatives.

E. Unless I opt out during the Enrollment process or in my Account settings, I give my consent and license for Avon to publicize, publish and / or display in any medium my name, photo, performance statistics, testimony statements and other information relating to my Avon business, without payment, for an unlimited number of times in perpetuity for any Avon-related purposes, including recognition of any sales, recruiting or motivation success I achieve.

F. I understand and agree to follow the personal use requirements in the Avon Policies. I understand that after the termination of this Contract, Avon will repurchase at a price not less than 90% of my original net cost, current marketable inventory and required sales aids that I purchased within the twelve (12) months prior to the termination of this Contract.

G. If any provision of this Contract or of any of the Avon Policies shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of the remaining parts of this Contract and of the Avon Policies shall not be affected thereby. Furthermore, to the extent any conflicts exist or arise between any provisions of this Contract and any Avon Policies, or other Avon terms, Privacy Statement (defined below), or other Avon documents or agreements applicable to Representatives, then such provisions of this Contract shall control.

H. This Contract shall be construed and governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

I. I acknowledge and agree that my personal information will be collected, used and disclosed as provided in Avon's Privacy Statement ("Privacy Statement"), this Contract and as I may otherwise agree. I understand that both the generally applicable provisions of the Privacy Statement and those specific to Representatives will apply to the collection, use and disclosure of my personal information, regardless of whether my personal information is collected on-line or off-line. Such uses include fulfilling the terms

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of this Contract, communicating to me about Avon products, services and opportunities, supporting and better understanding the business of Representatives and improving Avon's business operations. I consent to the use and disclosure of my Personal Information to participants in Avon's Sales Leadership program. I acknowledge and agree that such use and disclosure of my Personal information may occur in other countries, including countries where data protection laws may differ from those of my home country. The Privacy Statement is found at [www.youravon.com](http://www.youravon.com) and may be modified from time to time. I understand that I can change or delete my Personal Information by updating my profile at [www.youravon.com](http://www.youravon.com) or by contacting the Avon Care Center at 866-513-AVON (2866). I may opt out of receiving marketing communications from Avon by clicking the link or following instructions within the communication or by contacting the Avon Care Center. Additionally, I understand that my Avon business information, including photo, name, performance statistics, testimony statements and other information related to my business, may be shared for internal purposes with other Representatives, regardless of Publicity Release consent in Section II.E. By agreeing to these terms and conditions, I expressly agree to the provisions of said Privacy Statement including but not limited to the provisions governing Representatives.

J. I understand that individuals whose contact information I choose to store online or offline ("Contacts"), and individuals (including Contacts) who purchase Avon products through my Online Store or in person ("Customers"), have certain expectations regarding the privacy of their information and that I may be required by law to protect such customer information from unauthorized use and disclosure. Therefore, I agree: (a) to keep all personally identifiable and other information regarding Customers and Contacts ("Customer/Contact Information") strictly confidential; (b) not to use any Customer/Contact Information for any purpose other than fulfilling Customers' orders and communicating with Customers and Contacts regarding my Avon business; (c) not to disclose any Customer/ Contact Information to any third party, whether individually or in the aggregate (e.g., in the form of a customer list); (d) to honor any Customer's or Contact's opt-out or similar request to no longer receive communications; and (e) to treat all Customer/Contact Information in accordance with all applicable laws, rules and regulations. Avon reserves the right to honor any Customer's or Contact's request to opt out of communications made or initiated through the Online Store or directly to Avon.

K. I understand that Avon deems the names and address lists of Representatives and Customers to be confidential and proprietary to Avon. Representatives may not use names and address lists of other Representatives or Customers to solicit, promote, market or sell non-Avon products and services. This provision survives the termination of the Agreement.

L. Limitation of Liability.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A REPRESENTATIVE, AVON OR ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST BUSINESS, AND LOST OPPORTUNITIES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE SUBJECT MATTER HEREOF (INCLUDING

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BUT NOT LIMITED TO AVON'S PRODUCTS, PROGRAM, MARKETING MATERIALS, OR BUSINESS TOOLS), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF AVON OR ANY OF ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## M. Indemnification.

I agree to indemnify, defend, and hold harmless Avon (together with its related parties, agents, other Representatives, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of my breach or alleged breach of this Contract, including, without limitation, any terms or conditions of the Avon Policies. Without limitation of the foregoing, I shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of my being deemed an employee, agent, or holding any status other than an independent contractor, and my tax liabilities.

## III. Specific Leadership Provisions

A. If I desire to participate in the Sales Leadership Program as explained in the Avon Policies, effective immediately with my first direct recruit, I accept the provisions of Leadership as follows and agree to abide by the Avon Policies, which can be found at [www.youravon.com](http://www.youravon.com) or by calling Avon at 866-513-AVON (2866).

B. I understand that the percentage of my Leadership Bonus will vary based on my sales achievement and the sales performance of my individual recruits and/or unit.

C. I acknowledge the Sales Leadership Program, including qualifications, method of payment for order, sales earnings plan and Leadership Bonuses, may be modified or changed at the sole discretion of Avon upon prior written notice to all participants.

D. Participation in Leadership may be terminated by either party at any time for any or no reason. Additionally, I understand that my account may be frozen pending an investigation of any suspected violation(s) of this Contract.

Applicants must be of legal age in their place of residence.

THIS CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT, WHICH MAY BE ENFORCED BY THE PARTIES. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ OR HAVE HAD THE OPPORTUNITY TO READ THIS CONTRACT, WHICH CONTAINS AN ARBITRATION AGREEMENT. I UNDERSTAND THAT THE ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.

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