

**APPLICATION TO OPERATE
AS A PARTNER SALES LEADER**

Name Of "Upline Partner": _____
 Address: _____

 Postcode: _____ Account Nr: _____

Name of "Downline Partner"
 Address: _____

 Postcode: _____ Account Nr: _____

Bank Address:

| | | | |
|---------------|-------------|--------------------------------|--|
| Bank Account: | | Name of Joint/Business Account | |
| Postcode: | Account Nr: | Sort code: | |

The Upline Partner and the Downline Partner, whose details are set out above (together 'the Partners'), having each entered into a Sales Leader Agreement with Avon Justine (PTY)Ltd, now wish to operate as Partners in their Sales Leadership businesses and hereby apply to Avon for approval to operate together in Partnership as a Partner Sales Leader.

This application shall not take effect unless and until it has received the approval of Avon Justine (which may be given or refused, in Avon Justine's absolute discretion) and Avon Justine has notified the Partners in writing that they have been registered as Partner Sales Leaders. Following registration as a Partner Sales Leader, the Sales Leader Agreements entered into between each of the Partners and Avon Justine shall continue in force, as varied and supplemented by the terms of the application.

It is to be noted that the main benefit of working in a partnership is to ensure longevity of the teams under the Partnership Sales Leadership business in the event that one of the Partners dies or becomes incapacitated or disabled or debilitated.

1. RIGHTS AND OBLIGATIONS OF A PARTNER SALES LEADER

A Partner Sales Leader has the same rights as an individual Sales Leader, but each of the Partners shall be entitled to bind the Sales Leader Partnership and the other Partner in relation to the business of the Partnership and each of the Partners shall be jointly and severally liable for all the obligations of the Sales Leader Partnership. Avon Justine may enforce those obligations against either or both of the Partners or settle with either of them without affecting the liability of the other of them.

2. EFFECT OF REGISTRATION AS A SALES LEADER PARTNERSHIP:

On Registration of the Partners as a Sales Leader Partnership:

- 2.1 The Partners' accounts will be linked to each other, however, each account will still operate independently.
- 2.2 Each Partner shall be entitled to have access to all financial and other information posted on the Avon Sales Leader Website in respect of earnings account number reallocated to the Sales Leader Partnership. Each Partner shall also be responsible for all debts and liabilities of the Partner accounts.
- 2.3 The Partners shall promptly provide Avon Justine with written details of the Sales Leader Partnership bank account into which all monies due from Avon Justine to the Partners (or either of them) may be paid. Any change in the details of the Sales Leader Partnership bank account shall be communicated to Avon Justine in writing and shall not be effective unless such communication has been signed by both partners. If Avon Justine becomes aware of any dispute between the Partners relating to the Partnership, it shall be entitled (but not obliged) to withhold payments to the Partners until it receives a written instruction to resume payments signed by both Partners.

3. SALES LEADER PARTNERSHIP PARTICIPATION IN INCENTIVES AND OTHER OPPORTUNITIES

3.1 Unless otherwise specified in the terms and conditions of any Sales Leader opportunity (including, but not limited to, competitions, awards, Business Development Bonus and incentive schemes) a Sales Leader Partnership shall be entitled to participate as if it was a single entity and therefore the Partners shall have the right to participate only once between them and not once each.

4. TERMINATION AND CONSEQUENCES OF TERMINATION

- 4.1 The Sales Leader Agreements of both Partners will terminate immediately.
 - (i) On termination (for any reason and by either party to it) of the Sales Leader Agreement of one of the Partners.
 - (ii) if either of the Partners remains a duly appointed Representative, in compliance with clause 2.2 of the Sales Leader Agreement.
- 4.2 Following termination of the Sales Leader Agreements of the Partners, any Avon Justine Representative Agreement entered into pertaining to the Partnership shall also automatically terminate and each account will become an independent account separated from the Sales Leader Partnership account.

- 4.3 Notwithstanding the terms of paragraph 4.2 above, Avon Justine does reserve the right, in its absolute discretion and by giving written notice to the Partners, to reallocate to or between the Partners and/or any other Sales Leaders the Representatives and downline Sales Leaders.
- 4.4 Nothing in terms of this application or the method of operation of a Sales Leader Partnership will entitle either of the Partners to receive any compensation or indemnity following lawful termination of their Sales Leader Agreement.

5. GENERAL

- 5.1 This application, after approval and registration by Avon Justine, shall be irrevocable, so that neither Partner shall have the right to require the return of any of their team of Representatives and downline Sales Leaders who have been reallocated to the Sales Leader Partnership
- 5.2 The Sales Leader Partnership and the Partners' rights and obligations in respect of it may not be assigned, transferred or otherwise sold or dealt with by the Partners.
- 5.3 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.
- 5.4 Each of Partners hereby authorises the other to communicate with Avon Justine. Communications sent by Avon Justine to either of the Partners shall be binding upon both of the Partners.
- 5.5 Avon Justine field employees are not allowed to take part in Sales Leader Partnerships and the other employees need approval from the Sales Director.

Signed by the UPLINE PARTNER

.....
 (Insert Name)

Signed by DOWN LINE PARTNER

.....
 (Insert Name)

Approved and registered by Avon Justine on.....

.....
For Avon Justine (PTY) Ltd

(Email completed form to: advanced.leadership@avon.com)