NEW AVON LLC
Prospect Lead Sharing and Premier Purchase Program Agreement
Updated June 1st 2017

Please read this Prospect Lead Sharing and Premier Purchase Program Agreement (the "Lead Sharing and Premier Purchase Agreement") carefully. This Agreement covers both the Prospect Lead Sharing Program and the Premier Purchase Program, both of which function through the Avon Leads Management Application (ALMA). By clicking "I Accept" at the bottom of this page, you agree to be bound by this Agreement and its terms. If you do not wish to participate in either Program, or if you do not wish to use ALMA, please click "I do not Accept." This action will immediately log you out of ALMA.

ALMA is a free, mobile lead management tool designed to help Avon Independent Sales Representative Leaders ("Leadership Representatives") more effectively collect, track, organize, review, and ultimately convert both personal and Avon-generated leads. ALMA is a tool available to all Avon Sales Leadership Representatives and can be accessed at https://alma.avon.com

I. General Obligations of Both Programs

In order to participate in either or both of the Prospect Lead Sharing Program or the Premier Purchase Program, you must be a "Lead Eligible Representative" as defined below and adhere to the following:

a. You must agree to the terms and conditions of the Avon Leads Management Application (ALMA). You understand that use of ALMA will incur data charges on your personal wireless bill. Avon is not, under any circumstances, responsible for data charges incurred by the use of ALMA, nor is Avon responsible for the service or maintenance of your mobile device.

b. Leadership Representatives who meet both these General Obligations and the Eligibility Requirements of the Prospect Lead Sharing Program are known as “Lead Eligible Representatives.” You understand that you must be a Lead Eligible Representative in order to participate in either the Prospect Lead Sharing Program or the Premier Purchase Program. Additional Eligibility requirements apply to the Premier Purchase Program.

c. You must accept the terms of use for ALMA. This requires the use of a mobile device with internet access that supports downloadable applications and that can receive and send SMS ("text") messages;

d. You agree to specify your commitment to service Leads based upon mileage bands from your home zip code.

e. You agree to specify your commitment to service Leads based upon the language preferences you select.

f. You agree to maintain a satisfactory Conversion Rate of all Leads received from Avon, which will be set by each Program’s guidelines. A "Conversion Rate" is defined as the time it takes from the moment the Lead is contracted to the time the new Appointment places a first order. This first order must occur no later than two (2) campaigns beyond the “Campaign of
1st order” indicated on the Representative Agreement in order to be counted into a Representative’s cumulative conversion rate.

g. You agree to maintain a minimum of two (2) Appointments in the prior three (3) campaigns in order to remain a Lead Eligible Representative. An Appointment is defined a new Avon Independent Sales Representative (with a Length of Association of 0 campaigns) who in turn places and pays for a first order within six (6) campaigns of enrollment.

h. You accept full responsibility for your Conversation Rate, even if you delegate your Avon-provided Lead to an Eligible Representative in your downline.

i. You agree that you will only delegate your Avon-provided Leads (either shared or paid) to Eligible Representatives within your three Generation downline. All delegations must be performed exclusively through ALMA. Delegation outside of ALMA is not permitted.

j. You agree not to sell, leverage, negotiate or bargain Avon-provided leads for any reason, including for personal gain, monetary or non-monetary compensation, or favor.

k. You agree that the sale or purchase of Avon Leads to or from any third party, including downline members, is not permitted.

l. You agree to complete new Avon Independent Sales Representative contracts accurately and based on the legal address of the Lead. A Leadership Representative may not use her personal email address, telephone number, cell number, home address when completing a new Representative contract. Falsifying or providing misleading contract information is a violation of Avon’s Guidelines for Independent Sales Representatives and will result in your removal from the Lead Share Program, the Premier Purchase Program and/or your Avon Representative account.

m. You agree to (i) keep all personally identifiable and other information regarding Leads (“Lead Information”) strictly confidential; (ii) not to use any Lead Information for any purpose other than communication regarding the Avon opportunity; (iii) not to disclose any Lead Information to any third party, whether individually or in the aggregate (e.g., in the form of a customer list); (iv) honor any Lead’s request to no longer receive communications from you; and (v) treat all Lead Information in accordance with all applicable laws, rules and regulations. Avon reserves the right to honor any Lead’s request to opt out of communications made or initiated through the Prospect Lead Sharing Program or Premier Purchase Program.

n. You understand that Avon is not responsible for any delays in Lead service for any reason including delays brought about by any malfunctioning of email services, internet services or natural disaster.

o. You understand that Avon may conduct intermittent audits to ascertain and safeguard the integrity of District assignments. You agree that Avon reserves the right to change or modify the District assignment of any Representative(s) at any time and for any reason. In cases where a Leader has performed multiple District assignments that have been shown not to be in the best interests of the Representative, you agree that the Leader may be removed from the Lead Sharing and/or any other Lead-affiliated programs.

II. The Prospect Lead Sharing Program

The Prospect Lead Sharing Program is available to those Avon Independent Sales Representatives who are also within the Sales Leadership program and who have achieve and maintain the title of Ambassador level or higher. The Prospect Lead Sharing Program gives these Representatives the
opportunity to receive information about third-party individuals who may be interested in becoming Avon Independent Sales Representatives or who may have expressed interest in a home based business or a multi-level marketing opportunity. These third parties are referred to as “Leads.” Participants in all levels of Avon’s Sales Leadership Program are herein referred to as “Leadership Representatives.”

This document outlines: (A) how a Leadership Representative becomes eligible to receive Leads from Avon; (B) how the Lead Sharing Program works; and (C) your obligations under this program.

(A) Eligibility in the Prospect Lead Sharing Program

Leadership Representatives who may participate in the Prospect Lead Sharing Program are known as “Lead Eligible Representatives.”

In order to become a Lead Eligible Representative and to maintain your status as a Lead Eligible Representative, you must:

a. Be an AVON Independent Sales Representative whose Avon account is active and past due no more than two (2) campaigns;
b. Be a Leadership Representative that has achieved and maintains the title of Ambassador level or higher at the close of each campaign update;
c. Achieve a minimum of two (2) Appointments in the prior three (3) campaigns;
d. Successfully complete the “Lead Conversion Success” course via Avon University;
e. Comply with all other guidelines set by Avon for Independent Sales Representatives, including, without limitation, (i) the provisions within the online Avon Independent Sales Representative Agreement Terms & Conditions, (ii) Avon’s Security and Privacy Statement, (iii) Avon’s Guidelines for Avon Independent Sales Representatives, (iv) the Avon Advertising and Promotion Policies and Guidelines entitled, "How to Advertise and Promote Your Avon Business," and (v) the eRepresentative Policies and Procedures; and
f. Comply with any other eligibility requirements set by Avon from time to time.

(B) How the Prospect Lead Sharing Program Works

a. All Leads will be distributed to Lead Eligible Representatives solely through ALMA. In order to receive any Lead, (Share, Premier or Delegated), each Eligible Representative must opt-in to ALMA, via yourAVON.com, or at https://alma.avon.com and accept the Terms and Conditions of the Application. Please note, in the future, Avon may use one or more other means to distribute Leads, at Avon’s sole discretion. Each of these other means may require a separate opt-in and acknowledgment of additional terms and conditions.
b. ALMA will distribute Leads to Lead Eligible Representatives through a computer program algorithm. The algorithm will distribute Leads first to those Lead Eligible Representatives who have the highest rate of conversion of Lead to first order, distributing Leads in descending order to those with the lowest rate of conversion of lead to first order. Avon may alter the mechanics or workings of the computer program algorithm at any time, without notice to you or anyone. The decisions of whether to distribute Leads and how to distribute Leads is held solely by Avon. Avon may discontinue Lead distribution at any time, without notice to you.
c. Lead Eligible Representatives may delegate the Leads they receive from Avon exclusively to Lead Eligible Representatives within their three generation downline. All delegations must be performed through ALMA. The Eligible Representative who receives the Lead will be held accountable for all obligations set forth in this Agreement. Once a Lead is delegated by an Upline leader to a Downline member, the Upline leader loses all rights or privileges to that Lead.

(C) Your Obligations under the Prospect Lead Sharing and Premier Programs

Assignment of ALMA Leads:

Avon generated (ALMA) Leads distributed or delegated to participates in the Lead Sharing, Bonus Lead and Premier Lead programs assigned based on their legal mailing (home street) address.

District assignment may not be based on mailing P.O. boxes, shipping address, work address, up line’s home address.

In order to participate in the Program, you must be a Lead Eligible Representative and agree to the following:

a. To contact each Lead within twenty four (24) hours of receipt to schedule an appointment. You understand that if you have not contacted the Lead within the twenty four (24) hour period and entered your disposition information that Avon will revoke the lead. At that time you may no longer contact or attempt to service that Lead.

b. To diligently and regularly follow-up on contacted leads to convert them to contract within seven (7) days. You agree that Avon may revoke the Lead if you have not converted the Lead to contract within a fourteen day (14) period. At that time you may no longer contact or attempt to service that Lead.

c. To schedule pauses to receive Leads, via the preferences setting on ALMA, during periods when you are unable to commit to the 24-hour contact requirement on new leads.

d. To maintain the minimum Conversion Rate set by Avon. You understand that you accept full responsibility for your Conversation Rate, even if the Lead is delegated.

e. To maintain a minimum of two (2) Appointments in the prior three (3) Campaigns.

f. To only delegate Avon-provided Leads exclusively to the Eligible Representatives within your three generation downline. All delegation must be performed exclusively through ALMA. Delegation outside of ALMA is not permitted.

g. Not to sell, leverage, negotiate or bargain Avon-provided Leads for any reason including personal gain, monetary or non-monetary compensation, or favor.

h. Not to sell or purchase Avon-provided Leads to or from any third party, including downline members.

i. To complete new Avon Independent Sales Representative contracts accurately and based on the legal address of the Lead. A Leadership Representative may not encourage another to use her personal email address, telephone number, cell number or home address on any part of a new Representative’s contract. You understand that falsifying or providing misleading contract information is a violation of Avon’s Guidelines for Independent Sales.
Representatives and will result in removal from the Lead Share Program and/or of your Avon Representative account.
j. To (i) keep all personally identifiable and other information regarding Leads ("Lead Information") strictly confidential; (ii) not to use any Lead Information for any purpose other than communication regarding the Avon opportunity; (iii) not to disclose any Lead Information to any third party, whether individually or in the aggregate (e.g., in the form of a customer list); (iv) honor any Lead’s request to no longer receive communications from you; and (v) treat all Lead Information in accordance with all applicable laws, rules and regulations. Avon reserves the right to honor any Lead’s request to opt out of communications made or initiated through the Prospect Lead Sharing Program.
k. That Avon is not responsible for revocations or any delays in Lead service for any reason, including delays brought about by any malfunctioning of email services, internet services or natural disaster.

III. The Premier Purchase Program

The Premier Purchase Program (the “Premier Program”), offers those Lead Eligible Representatives who have achieved the minimum title requirement established by Avon (known as “Premier Lead Eligible Representatives”) the opportunity to purchase information about third-party individuals who may be interested in becoming Avon Independent Sales Representatives or who may have expressed interest in a home-based or multi-level marketing opportunity. These third parties are referred to as “Leads.” In order to participate in the Premier Program, the Premier Lead Eligible Representative must be qualified as a “Lead Eligible Representative” under the Prospect Lead Sharing Program and must agree to the terms and conditions of both the Prospect Lead Sharing Program and the Premier Purchase Program.

This section of the document outlines: (A) how a Premier Lead Eligible Representative becomes eligible to purchase Leads from Avon; (B) how the Premier Program works; (C) Premier Pricing, Billing and Payment; (D) and the Premier Lead Eligible Representative’s obligations.

(A) Eligibility under the Premier Purchase Program

In order to purchase Leads through the Premier Program, the Premier Lead Eligible Representative:

a. Must achieve and maintain the minimum title requirement established by Avon to be eligible to participate in the Premier Program and must achieve and maintain the eligibility requirements of the Avon Lead Sharing Program;
b. Must achieve minimum standards of “Lead-to-first-order” conversion rate. Rate is defined as first order placed within three (3) campaigns of contract; the current criteria for minimum conversion rate may be found on Youravon.com> Sales Leadership > ALMA > Minimum Conversion Rate Requirement. Avon reserves the right to modify or adjust minimum conversion eligibility on a quarterly basis: and
c. Must satisfy all eligibility requirements set forth by the Prospect Lead Sharing Program.

(B) How the Premier Program Works

DEFINITION OF LEAD TYPE:

a. The Premier Program offers two types of Leads: “Premium Leads” and “Standard Leads.” Both types of leads are herein referred to as “paid Leads” if purchased through the Premier Program.

b. **Premium Leads** are defined as those individuals who proactively sought information about the Avon earnings opportunity. This may have occurred online, by phone, or in person. For example, this person may have independently searched Avon.com or Sellavon.com, conducted a Google search for Avon’s earning opportunity, or clicked on an Avon online recruiting advertisement.

c. **Standard leads** are defined as those individuals about whom Avon sourced information from all other types of online advertising opportunities not listed under the “Premium Leads” definition. These are media driven leads who browsed online using the keywords “earn from home,” “direct selling companies,” “flexible hours,” “home based businesses,” or searched for general multi-level marketing or direct selling information. These leads clicked on an online ad or opportunity that eventually brought them to the SellAvon.com leads form.

d. **NOTE:** All leads whether standard or premium complete the Avon leads form on SellAvon.com

ENROLLMENT

a. All Leads available for purchase through the Premier Program will be sold and distributed solely via the Avon Leads Management Application (“ALMA”).

b. Premier Lead Eligible Representatives must enroll through ALMA in order to purchase Leads. For those eligible to participate in the Premier Program, the words “Premier Program” will display on the bottom of the preferences page in ALMA. Enrollment in the Premier Program is effective once the Premier Lead Eligible Representative selects the type and number of Leads desired on the preferences section on ALMA. These preferences remain in effect for the duration of the campaign. A Premier Lead Eligible Representative may make changes or his or her program preferences at any time, but these changes will take effect with the first day of the campaign following the changes made. Cancelation of purchasing leads is effective immediately.

c. Premier Lead Eligible Representatives may elect to receive Premium, Standard or a mixture of both types of Leads.

d. A Premier Lead Eligible Representative remains “opted in” to the Premier Program until he or she selects “cancel this campaign” for the current campaign, opts out of the program on the preferences section of ALMA or loses eligibility based on the guidelines outlines in Section I “Eligibility.” Losing eligibility in the Premier Program does NOT cancel the Premier Lead Eligible Representative’s enrollment or affect preference settings for Premier Leads but
will temporarily prevent the Premier Lead Eligible Representative from receiving Premier Leads until the he or she once again performs within the Premier Program’s Eligibility guidelines.

PURCHASE OF LEADS

a. A Premier Lead Eligible Representative will indicate preferences for Lead type, quantity, and/or requested mix of Leads desired in the Preferences section within the Premier Program section of ALMA.

b. The Premier Program requires the Premier Lead Eligible Representative to request a minimum of five (5) Leads (either Standard or Premium) each two-week campaign.

c. The Premier Program permits a Sales Leader, based on title, to select a range of leads in both the Premium and Standard categories.

d. Avon may at any time change the minimum required or the maximum permitted in the Standard and Premium levels required to participate.

e. As with the Prospect Lead Sharing Program, Premier Lead Eligible Representatives may set parameters and preferences related to the types of Leads they wish to receive, such as by geographic distance and preferred language.

DISTRIBUTION OF LEADS

a. Avon will distribute Premier or Standard paid Leads based on the preferences selected by the Premier Lead Eligible Representative. The distribution of leads can vary based on the amount of Premier Lead Eligible Representatives in a geographic area and/or lead type desired. Therefore, Premier Lead Eligible Representatives will not receive more than the amount of Leads requested for the campaign, but based on current lead availability, they may receive less than the requested amount.

b. If Avon is unable to fulfill the requested amount of Leads for the campaign, the unallocated balance does not carry over into the next campaign.

c. When the requested amount of leads is fulfilled before the end of the campaign, the Premier Leadership Representative will not be able to purchase any more Leads until the next campaign. He or she may still be eligible to receive Leads under Avon’s Lead Sharing Program.

OBLIGATIONS ON THE DISPOSITIONS OF LEADS

a. Unlike for Leads distributed through Avon’s Prospect Lead Sharing Program, the Premier Program does not require proof that the Premier Lead Eligible Representative contacted the paid Lead within twenty four (24) hours. Similarly, Premier Lead Eligible Representatives are not required to convert Premier Leads to contract within fourteen (14) days as described in the Prospect Lead Sharing Program’s terms and conditions. However, the disposition of paid Leads does affect the Premier Lead Eligible Representative’s overall conversion rate.
Therefore, lack of conversion/first order of Premier Leads can and will impact the Premier Lead Eligible Representative’s overall eligibility to participate in the Prospect Lead Sharing Program and the Premier Purchase Program.

b. A Premier Lead Eligible Representative may delegate purchased Leads to Eligible Representatives in his or her first three generation downline. Delegation must be performed within ALMA. The conversion rate of delegated Premier Leads will impact the Premier Lead Eligible Representative’s overall conversion rate and therefore the Premier Lead Eligible Representative’s overall eligibility to participate in the Prospect Lead Sharing Program and the Premier Program. Delegation of paid Leads outside of ALMA is not permitted.

c. Should the Premier Lead Eligible Representative leave Avon’s Sales Leadership Program or should his or her Independent Sales Representative account be removed from Avon, all open and/or unconverted Leads will be returned to Avon.

d. Should the Premier Lead Eligible Representative leave Avon’s Sales Leadership Program or his or her Independent Sales Representative account be removed from Avon, any pending Appointments will roll up to the Premier Lead Eligible Representative’s upline. If no upline exists, pending Appointments will roll up to the Avon as an unsponsored Representative.

e. Should the Premier Lead Eligible Representative’s account become past due on her Premier Lead balance, the Leads will be revoked.

**ACCURACY AND FAIRNESS**

Avon will make every effort to substantiate the quality of the Lead, capture duplicate leads and validate the Lead information prior to allocating. However, Avon makes no guarantee expressed or implied:

a. As to the accuracy of the contact information provided.

b. As to the interest or commitment level of the Lead in becoming an Avon Independent Sales Representative.

c. The purchase of a lead will result in surety of linkage or a promise of linkage to that individual Leader should the lead complete a contract after it was purchased by the Sales Leader.

d. That all duplicate lead submissions will be re-routed to the current assignee.

e. That all leads will be 18 years of age or older.

f. That participation in the Premier Program will result in a higher conversion rate for the Sales Leader.

Avon will not reimburse participants for any unconverted Leads should the Premier Lead Eligible Representative leave the Premier Program, leave the Sales Leadership Program or close his or her Avon Independent Sales Representative account.

ALL SALES OF PREMIER LEADS ARE FINAL. THERE ARE NO REFUNDS OR CREDITS ON PURCHASED LEADS.

(C) Pricing, Billing and Payment

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a. Premium Leads cost $15 each.
b. Standard Leads cost $5 each.
c. Avon may, in its discretion, offer limited time discounts on the prices of Leads. These discounts will be communicated in advance and are subject to change and may cease at any time. The regular pricing of Premium and Standard Leads will remain in place until such time as Avon communicates a change in pricing. Any pricing changes will be communicated at least two (2) campaigns in advance.
d. The fee for Premier Leads will appear on the Premier Lead Eligible Representative’s regular Avon campaign invoice. There will be a separate transaction line item for Premier and Standard Leads purchased each day.
e. Premier Lead Eligible Representatives will be charged on a nightly basis with one combined transaction line item for the total leads by type per day.
f. The daily transactions include leads assigned from 4:01 PM EST the previous day until 4:00PM EST current day with billing occurring each evening.
g. Premier Lead Eligible Representatives must pay for the Leads the following campaign or based on their current credit guidelines with Avon.
h. Premier Leads must be paid in full the following campaign after billing. Should Premier Leads balances become past due status, allocation of requested Premier Leads will be immediately suspended and all unconverted Leads will be remanded to Avon.

(D) Your Obligations Under the Premier Purchase Program

a. You must maintain the minimum title required by Avon to participate at the campaign close with an account in good standing as defined on yourAVON.com.
b. You agree that your eligibility status may change at the end of each Campaign.
c. You understand the minimum eligibility requirements can change at any time for any reason.
d. You agree that if you become ineligible to purchase leads under the Premier Purchase Program, you will no longer receive Premium or Standard paid Leads. You may keep all previously purchased and paid for Premier Leads but you will not receive any new Premier paid Leads unless and until you regain your eligibility for the Premier Program.
e. You understand that if you are to become ineligible for the Premier Program, this may affect your eligibility in the Prospect Lead Sharing Program.
f. You agree not to sell, leverage, negotiate or bargain your paid Leads for personal gain, monetary or non-monetary compensation or favor.
g. The sale or purchase of Premier paid Leads or Shared leads to or from any third party, including downline members is not permitted.

IV. General ALMA Provisions

Avon reserves the right and discretion to determine what Leads, if any, will be provided to you under this Program. Avon makes no guarantee, express or implied, that you will receive Leads or that you will receive a certain number of Leads through this Program. Avon will calculate conversion rates based upon the parameters defined by Avon.
Further, Avon may remove you from either or both Programs for any reason or no reason at all, at any time, and without any prior notice to you.

Avon reserves the right, at any time, to suspend providing Leads or suspend or end either or both of the Prospect Lead Sharing Program or the Premier Purchase Program. Avon reserves the right to change this Lead Sharing and Premier Purchase Agreement, in whole or in part, from time to time in its sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting the revised draft of this Prospect Lead Sharing Agreement on the AVON WEBSITES. You can determine when this Prospect Lead Sharing Agreement was last revised by referring to the "LAST UPDATED" legend at the top of this Agreement. Your continued use of the Prospect Lead Sharing Program or re-acceptance of this Prospect Lead Sharing Agreement have been posted will mean that you accept those changes.

Changes are periodically made to the Prospect Lead Sharing Program and to the Premier Purchase Program and to the information and materials made available through each Program. AVON may make any changes in or discontinue all or any part of each Program at any time without notice; and/or offer opportunities to some or all users of either or both Programs. Additionally, access to ALMA is subject to AVON's approval, which AVON may grant or deny in its sole discretion.

You acknowledge and agree that, as an AVON Independent Sales Representative, you are an independent contractor of AVON and have no power or authority to incur any debt, obligation or liability, or to make any promise or contract, on behalf of AVON. Nothing in this Prospect Lead Sharing Agreement shall be construed to create a partnership, joint venture, agency or employer-employee relationship between you and AVON. You acknowledge and agree that you will not be treated as an employee for federal, state or local tax purposes, and that you are responsible for paying your own income taxes and self-employment taxes.

By clicking "I Accept" on the Avon Leads Management Application you agree to be bound by this Lead Sharing and Premier Purchase Agreement.

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