In order to access the Trust Online system for claims filing, the Avon Liquidation Trust requires that all users logging into Trust Online use a Two-Factor Authentication (TFA) token in addition to a username and password. The email provided in the Law Firm section of the signature page of this E-filer Agreement will be used as the default email for receiving the TFA token. If you would prefer to use a different email address than the one listed on the signature page, please provide one in the section below:

TFA Email Address _____

You may also elect to provide a mobile phone number as another option to receive TFA tokens, instead or in addition to providing a separate TFA email address.

TFA Mobile Phone _____

Upon completion of the E-filer Agreement process, a letter with the username and password will be mailed to the Firm's Super User as well as the Trust Online user manual, which provides detailed information concerning the TFA process in Chapter 2: Trust Online User Login.

Please contact the Websupport department by email at AvonWebsupport@delcpf.com or by calling us at 866-665-5790 with any questions or concerns.

ELECTRONIC FILER AGREEMENT

the Avon Liquidation Trust ("**Avon Trust**"), and the law firm of This Electronic Filer Agreement (the "**Agreement**") is made by and among the Delaware Claims Processing Facility, LLC (the "**Facility**"), _____ (the "**Law Firm**"), with offices at _____. Each of the Facility, Avon Trust, and the Law Firm is referred to individually herein as a "**Party**" and collectively as the "**Parties**".

Recitals

WHEREAS, the Facility currently processes asbestos and talc personal injury claims on behalf of various trusts;

WHEREAS, the Law Firm intends to file talc personal injury claims on behalf of the Law Firm's clients ("**Claimants**") against the Avon Trust; and

WHEREAS, it is mutually beneficial to the Avon Trust, the Facility, and the Law Firm to communicate information electronically and thereby increase the speed of claim processing and lower the transactional costs.

NOW, THEREFORE, in consideration of the mutual promises and representations, warranties, and covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Electronic Claims Filing**

1.1 Access to Trust On-line. Subject to the terms hereof, the Facility shall provide the Law Firm access to the Facility's proprietary on-line, electronic claims filing system ("**Trust On-line**") for the limited purpose of electronically filing and settling talc personal injury claims with the Avon Trust. (When the context permits, as used herein, "access to Trust Online" may also refer to access to the claims information electronically submitted by the Law Firm in connection with talc personal injury claims filed against the Avon Trust.) The Law Firm shall be permitted access through Trust On-line to information regarding only the Law Firm's clients' claims filed against the Avon Trust, and the Law Firm shall be authorized to act through Trust On-line in regard only to the Law Firm's clients' claims filed against the Avon Trust. The Law Firm shall not use Trust On-line to file or settle claims, or to access information regarding claims, for clients of another law firm unless such other law firm has entered separately into this Agreement and has designated in writing an authorized principal, employee, or agent of the Law Firm to serve as the Firm Administrator, as defined below, for the other law firm. In addition, the Law Firm shall only disclose information through Trust On-line related to a Claimant who has authorized the Law Firm to disclose personal information of the Claimant to the Avon Trust.

1.2 Filing Methods, Media, and Formats. The Avon Trust shall accept, through Trust On-line, claim information from the Law Firm using one or more electronic methods, media, and formats that the Facility will from time to time specify. The methods, media, and formats that the Facility will specify will be among those then in general use among businesses transferring information electronically.

1.3 Proprietary System. The Law Firm acknowledges that Trust On-line, including all enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary property of the Facility. The Law Firm agrees that it shall not publish, disclose, display, provide access to, or otherwise make available any software or any other products associated with Trust On-line, or any screens, formats, reports, or printouts used, provided, or produced in connection therewith, to any person or entity other than an employee or principal of the Law Firm, with the exception that the Law Firm may publish, disclose, display, provide access to, or otherwise make available to a Claimant represented by the Law Firm any screens, formats, reports, or printouts that contain information relating solely to that Claimant's claim.

2. User Identification

2.1 Firm Administrator. The Law Firm's access to Trust On-line shall be managed by an authorized principal, employee, or agent of the Law Firm whom the Law Firm designates in writing to serve as the "**Firm Administrato**r". The Firm Administrator need not be an attorney. The Firm Administrator shall be permitted to identify additional persons under the Law Firm's employ, management, or control who, along with the Firm Administrator, shall be authorized to access Trust On-line on the Law Firm's behalf ("**Law Firm Users**"). Some Law Firm Users may be limited in the functions they can perform on Trust On-line; the Firm Administrator will have the power to designate the level of authority that each of the Law Firm Users will have for Trust On-line. The Law Firm will remain responsible for oversight and supervision of the persons authorized to access Trust On-line, and the Law Firm will at all times remain responsible for the accuracy of the information submitted and for the violation of any provision of this Agreement by any of the Law Firm Users.

2.2 Limited Access. The Facility will assign a unique Trust On-line password to the Firm Administrator. The Firm Administrator will then create accounts for the Law Firm Users, which shall be associated with a specific individual identified by full name and which cannot be assigned to or utilized by any other person. The Facility will provide access to Trust On-line only upon entry of the Law Firm User name and password. The system shall require each Law Firm User to change his or her password at least every ninety days. Law Firm Users may not share their passwords with others, and the Law Firm shall keep all user names and passwords confidential and shall not permit any person to use a Trust On-line password or account that is not assigned to that person. In addition, the Firm Administrator shall immediately revoke access of a Law Firm User and immediately provide notice to the Facility when a Law Firm User is no longer under the Law Firm's employ, management, or control, or because the Law Firm User's role with the Law Firm has changed, including, but not limited, to when the Law Firm User will be on extended leave. The Facility will limit each Law Firm User's access to Trust On-line based upon the level of authority specified by the Firm Administrator. The Facility may deny any Law Firm User access to Trust On-line following failed log-ins. The Facility also retains the right to temporarily deny any Law Firm User's access to Trust On-line for any reason, including, but not limited to, system resources, bandwidth constraints, fraud, or security concerns; but the Facility shall not be responsible for

any failure on its part to deny access to Trust On-line to any user. The Law Firm acknowledges that if two or more Law Firm User accounts from the Law Firm are entering claim data for an individual Claimant simultaneously, the electronic entries of one or more of the Law Firm Users may not be properly accepted by the Trust On-line system. The Facility cannot and does not guarantee the quality of the data integrity if two or more Law Firm Users accounts are entering the same individual's claim data simultaneously. The Facility and Avon Trust shall not be liable for any failure to grant or deny access.

2.3 Reliance on Law Firm Communications. The Facility and the Avon Trust are entitled to rely on communications and instructions they receive from persons using Trust On-line user accounts and passwords assigned by the Firm Administrator and purporting to act on behalf of the Law Firm and shall not be held liable for such reliance.

2.4 Reaffirmation of Terms and Conditions. Each time a Law Firm User accesses Trust On-line, such person will be required to review a pop-up screen in the form set forth on **Attachment 1** hereto that will request a reaffirmation of the Agreement and a certification that all information submitted to the Avon Trust through the Facility will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure and that such information is submitted, subject to the terms of this Agreement; with the proviso that in proceedings other than those between the Claimant and the Avon Trust, the terms of this Agreement are not intended to have any effect upon the issue of whether any submission referenced herein may be deemed admissible against the Claimant or in favor of any third party or defendant in the tort system. The pop-up screen will have a hyperlink to an electronic copy of this Agreement. The pop-up screen will require the Law Firm User to evidence such reaffirmation and certification by clicking "I AGREE" or other similar language. The requirement of reaffirming the terms and conditions of this Agreement before accessing Trust On-line shall not in any way affect the validity or binding effect of this Agreement once the Parties have entered into it.

2.5 Bulk Data Transmissions. With respect to each Law Firm that is permitted to file multiple claims by bulk upload or utilizing the Facility's proprietary system referred to as "**Web Services**" (collectively, "**Bulk Data Transmission**"), the Law Firm hereby acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the terms of this Agreement and certifies that all information submitted to the Avon Trust will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

2.6 Authorized Use of eSignature. Electronic signatures signed via DocuSign or another commercially reasonable e-signature program are allowed by the Avon Trust so long as they also comply with Section 5.1 herein. Electronic signatures signed via DocuSign or another commercially reasonable e-signature program on Releases (as defined in Section 6.1 below) must be executed by the Claimants. The Law Firm may not execute an electronic signature on behalf of a Claimant. The Facility may collect data regarding the IP address of the eSignature user. If IP address data collected by the Facility indicates improper use of the eSignature process, the Facility or the Avon Trust may investigate such behavior and, in addition to the remedies available pursuant to Section 2.2 of the Agreement, deny

access to the eSignature process to Claimants represented by the Law Firm. It is assumed that each Claimant will execute a Release from a unique IP address. An example of activity that may indicate improper use of the eSignature process would be the execution of multiple electronic signatures on the same computer, including a computer identified as being in the Law Firm's office. Upon recognition of such activity, the Facility or the Avon Trust may make inquiries into whether, in fact, Claimants were physically present at the Law Firm and used the Law Firm's computer to execute the electronic signatures (an authorized use of the eSignature process), or if, in fact, a member or members of the Law Firm's staff executed the electronic signatures on behalf of the Claimants (an unauthorized use of the eSignature process).

3. **Technical Capabilities**

3.1 Compatible Equipment. In order to file claims through Trust On-line, the Law Firm will provide its own compatible computer equipment that meets technical standards that the Facility will from time to time announce. The standards that the Facility will set for this purpose will be among those then in general use among businesses transferring information electronically.

3.2 Reports. Through the Facility, the Avon Trust will make available to the Law Firm (through the Facility's web site or Trust On-line) the ability to download specified data and to generate reports summarizing information regarding the Law Firm's claims.

3.3 Continuous Access. The Trust On-line system will be available to the Law Firm seven days per week, with the exception that availability will be interrupted nightly for approximately one hour to synchronize data with the Facility processing systems and at any time as a result of system failure or when necessary for system upgrades, maintenance, or other operational considerations. When reasonably possible, the Facility will notify the Law Firm in advance of any foreseen interruption of availability, but shall be under no obligation to do so. At all times, the Facility shall use its best efforts to minimize the length and frequency of such interruptions. Notwithstanding any other provision of this Agreement, neither the Facility nor the Avon Trust shall be liable for any damages resulting directly or indirectly from system unavailability.

3.4 Security. The Facility and the Avon Trust will maintain physical, electronic, and procedural safeguards that are reasonably designed to protect the information the Law Firm transmits through Trust On-line. The Facility and the Avon Trust will not disclose non-public personally identifiable information about Claimants to unauthorized persons, and the Facility and the Avon Trust will restrict access to such information to authorized individuals who need to know this information for purposes relating to the processing and settlement of talc personal injury claims. Notwithstanding the foregoing, information inputted into Trust On-line shall not be considered confidential work product as such information is stored in a manner that is accessible by employees, personnel, contractors, representatives, and agents of the Facility and the Avon Trust. The Facility and the Avon Trust for any damages resulting directly or indirectly from security breaches caused by or traceable to the Law Firm or its officers, directors, partners, employees, contractors, and agents.

Further, the Law Firm agrees to indemnify, hold harmless, and defend the Facility and the Avon Trust against all liabilities, costs, and damages, including reasonable attorneys' fees, incurred by the Facility or the Avon Trust in connection with claims related to, concerning, or arising out of any such breach.

4. **Rules and Procedures**

4.1 Adherence to TDP. Electronic filing through Trust On-line shall not affect the requirements of the Avon Trust and its Trust Distribution Procedures (as may be amended from time to time, the "**TDP**"), as may be amended from time to time.

4.2 Payment Criteria Unchanged. This Agreement is not intended to alter and does not supersede the claim payment criteria contained in the TDP, nor does this Agreement create any additional rights to claim payment beyond those set forth in the TDP.

5. **Claim Information**

5.1 Law Firm Certification. The Law Firm hereby represents, and in connection with the submission of any claim shall certify, that it is authorized by the Claimant to submit a claim, including the submission of personally identifiable information, and that the information and materials submitted in connection with a claim filed through Trust On-line with the Avon Trust shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure. Furthermore, if a Claimant elects to sign required Avon Trust documents (including, but not limited to, a Release) by electronic means, the Law Firm shall obtain such electronic signature in compliance with the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN), 15 USC Ch. 96, et al., and other relevant state and federal law. The Law Firm must obtain an electronic signature in a manner where the efficacy of the security procedures applied in generating the electronic signature can prove that the electronic signature is attributable to the alleged signatory. Entering into this Agreement represents the Parties intent to conduct business electronically.

5.2 Complete Information Required. The Facility and the Avon Trust are not obligated to take any action on an electronically filed claim until they have received the complete information required by the TDP.

5.3 Tolling. Assignment of a claim number by Trust On-line shall constitute filing of a claim for purposes of any applicable statute of limitations or repose provisions in the TDP. The Law Firm acknowledges and agrees that although the Trust On-line system permits an electronic claim filing to be saved prior to its electronic submission, such action does not constitute a valid claim filing for any purpose, including tolling of any applicable statute of limitations or repose provisions in the TDP, and the Facility and the Avon Trust will not have, and in any case will not be deemed to have, any record of such an entry. If the Trust On-line system refuses, or otherwise does not accept, the submission of an electronic filing for any reason, including a Trust On-line system failure, this too shall not constitute a tolling of any applicable statute of limitations or repose provisions in the TDP.

5.4 Maintenance of Supporting Documents. The Law Firm shall maintain a copy of each document relied upon in connection with any claim electronically filed through Trust On-line. Copies may be retained in either paper or electronic format. The Law Firm will timely provide copies of such documents to the Facility upon request made on behalf of the Avon Trust.

5.5 Confidential Information. Any claim information the Law Firm submits through Trust On-line pursuant to this Agreement, including information submitted in Bulk Data Transmissions, as defined below, shall remain confidential information submitted for settlement purposes only and shall not be disclosed except as provided for herein, or in the TDP, or the Avon Trust Agreement (as may be amended from time to time, the "**Trust Agreement**"). In the event that the Law Firm directs another talc trust to transmit to the Avon Trust any information from such trust for the purpose of settling a claim filed against the Avon Trust (collectively, the "**Claimant's Prior Data**"), such Claimant's Prior Data may be used in processing the Claimant's claim against the Avon Trust. The Law Firm hereby represents and warrants that for every claim submitted to the Avon Trust through Trust On-line for which the Law Firm directs another talc trust to transmit the Claimant's Prior Data to the Avon Trust, the Law Firm is authorized to consent on behalf of each Claimant to such use of the Claimant's Prior Data, and hereby does so consent. The Law Firm understands and agrees that the Facility and the Avon Trust are relying upon the representations and warranties contained herein. The Release, as defined below, shall specifically provide for the Claimant's consent to the use of the Claimant's Prior Data in the event the Law Firm directs the transmission of the Claimant's Prior Data through Trust On-line as provided in this Section 5.5.

5.6 Use of Confidential Information in Bulk Data Transmissions. With respect to each Law Firm User that is permitted to file claims by Bulk Data Transmission, the Law Firm hereby acknowledges and agrees that each time a claim is filed by Bulk Data Transmission, the Law Firm reaffirms the representations and warranties set forth in Section 5.5 as provided therein.

5.7 Liens. The Law Firm hereby agrees that prior to disbursing funds received from the Avon Trust to a Claimant, it will ask the Claimant whether the Claimant is aware of any valid liens that exist relating to the subject claim and it will inform the Claimant that any such liens must be satisfied to the extent required by applicable law.

6. Settlement Offer, Acceptance, and Payment

6.1 Settlement Offers. After its review of a claim submitted electronically, the Facility, acting on behalf of the Avon Trust, shall communicate any settlement offer to the Law Firm through Trust On-line. In the event the Claimant desires to accept any such settlement offer, Trust On-line shall prompt the Law Firm to either electronically generate a customized release for use in documenting acceptance of the settlement offer (the "**Release**"), or request that the Facility mail a Release to the Law Firm. If the Law Firm elects to generate the Release through Trust On-line, the system will prompt the Law Firm to electronically view/print the Release in a portable document file (.pdf) format. The Release shall not be modified in any

manner from the customized form that the Facility provides through Trust On-line or mails to the Law Firm.

6.2 Law Firm Required to Obtain and Deliver Signed Release. In the event a Claimant intends to accept a settlement offer communicated through Trust On-line, the Law Firm will be responsible for obtaining the signature of the Claimant on the Release and delivering the Release to the Facility. Delivery of the Release may be made in one of two ways: (a) the original, signed Release may be mailed to the Facility or (b) an image of the original, signed Release may be uploaded to the Facility through Trust On-Line, or separately e-mailed or faxed to the Facility. In the event an image of the original, signed Release is delivered to the Facility, the Law Firm shall maintain the original, signed Release for no less than ten years. The Law Firm will timely provide the original, signed Release to the Facility upon request by the Facility made on behalf of the Avon Trust.

6.3 Payment Method Options. At the Law Firm's option, the Facility, on behalf of the Avon Trust, shall make payment of claims either by single or group check or ACH, pursuant to the instructions on file with the Facility at the time of payment.

7. Limitation of Liability

7.1 Limited Damages. Except as specifically provided in this Agreement, or as otherwise required by law, neither the Facility, the Avon Trust, nor any officer, director, trustee, employee, contractor, or agent of any of them will be held liable for any indirect, incidental, special, or consequential damages by reason of the Law Firm's use of Trust On-line.

USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT ARISING OUT OF CUSTOM OR COURSE OF DEALING OR WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ANY THIRD PARTY, AND EXPRESSLY DISCLAIM ALL CLAIMANT'S COUNSEL OF RECORD, ANY CLAIMANT, OR 7.2 THE FACILITY AND THE AVON TRUST MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO THE LAW FIRM OR TO LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Miscellaneous

8.1 No Assignment. No Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other Parties, except the Facility may assign or otherwise transfer this Agreement to another entity that processes talc personal injury claims on behalf of the Avon Trust, provided such entity agrees to be bound by the terms of this Agreement.

8.2 Termination. Any Party may terminate this Agreement upon written notice to the other Parties. On the effective date of termination of this Agreement in its entirety, the Facility will cease providing the Law Firm access to Trust On-line, and the Law Firm will cease making on-line claim submissions or having access to Trust On-line.

8.3 Disputes. Any dispute among the Parties relating to claim allowance or disallowance, or appropriate categorization or valuation of a claim submitted by the Law Firm to the Facility will be resolved pursuant to the TDP.

8.4 Force Majeure. No Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of God, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of Internet service, provided that the delaying Party (a) gives the other Parties prompt notice of such cause, and (b) uses reasonable efforts to correct promptly such failure or delay in performance.

8.5 Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Delaware.

8.6 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. The person executing this Agreement on behalf of the Law Firm is a licensed, practicing attorney who is a partner or other principal in the Law Firm. A signature on a copy of this Agreement transmitted by facsimile machine or other electronic means will have the force of an original signature.

8.7 Claim Deferral. Nothing contained in this Agreement shall be construed to provide a substantive right of claim filing deferral contrary to the TDP.

8.8 Severability. If any term or provision of this Agreement should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.

8.9 NO INDUCEMENTS. NEITHER THE AVON TRUST NOR THE FACILITY HAS MADE ANY REPRESENTATION, WARRANTY OR STATEMENT TO THE LAW FIRM IN ORDER TO INDUCE THE LAW FIRM TO EXECUTE THIS AGREEMENT. THE LAW FIRM EXPRESSLY WAIVES ANY CLAIM OR FRAUDULENT INDUCEMENT TO EXECUTE THIS AGREEMENT AND DISCLAIMS ANY RELIANCE ON STATEMENTS OR REPRESENTATIONS OF THE AVON TRUST OR THE FACILITY IN WAIVING SUCH A CLAIM.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one instrument.

8.11 Conflicts. In the event there are conflicts between this Agreement and the TDP or the Trust Agreement, the TDP and Trust Agreement shall control.

8.12 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of a Party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Electronic Filer Agreement as of the dates set forth below.

LAW FIRM

Name of Law Firm: _____

By: _____ Date: _____
(Signature Required)

Name: _____ E-mail: _____
(Print)

Title: _____ Tax ID/EIN: _____

AVON LIQUIDATION TRUST

By: _____ Date: _____

Title: _____

DELAWARE CLAIMS PROCESSING FACILITY, LLC

By: _____ Date: _____

Title: _____

ATTACHMENT 1 ELECTRONIC POP-UP SCREEN

The following will be imported into a pop-up screen that will appear each time a user logs on for the first time:

In order to have access to this system you must click the "I AGREE" button below. By clicking the "I AGREE" box below, the Law Firm certifies that it is authorized by the Claimant to submit a claim, that all information submitted to the Facility during this on-line session shall comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and that such information is being submitted subject to the terms of the Electronic Filer Agreement. In the event you wish to review the full text of the Electronic Filer Agreement you may do so by clicking the hyperlink.

I AGREE