

WHERE WILL THE PARTY **TAKE YOU?**

A collection of Tupperware products is displayed against a white background. On the left is a black carrying bag with blue trim and the Tupperware logo. In the center is a blue apron with the Tupperware logo. To the right of the apron are various kitchen items: a blue and clear blender, a white food processor with a blue lid, a stack of three bowls (red, teal, and blue), a white storage bin with a blue lid, a purple lidded container, a blue spatula, and a blue measuring cup. The text 'START YOUR OWN BUSINESS' is written in large, bold, blue letters at the top right, with the subtext 'Whether you're looking to be your own boss, a part-time helper, or all of the above—a career with Tupperware' below it.



Tupperware

**Special Savings
Extended Through
February!**

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This Consultant Agreement ("Consultant Agreement") is made by and between Tupperware Canada, a division of Premiere Products Brands of Canada Ltd., with offices located at 445 Apple Creek Blvd, Suite #216, Markham, Ontario, Canada L3R 9X7 dba Tupperware Canada ("Company" or "Tupperware") and the individual identified herein ("I" or "Consultant").

PURCHASE AND SALE OF TUPPERWARE® PRODUCTS

I agree to purchase Tupperware branded products at the established consultant wholesale price solely for resale to my customers or as samples. The Company agrees to sell me these products, and appropriate sales aids and related business materials.

I will be responsible for processing all product orders using the Company online ordering system, which may be accessed via the Internet or telephone (fees apply for orders processed via telephone). I will be assessed a minimum consultant delivery charge and consultant cost for non-retail orders such as supplies and sales aids when using the online ordering system, regardless of the method used for submitting the order.

To qualify as a Tupperware consultant and to purchase Tupperware branded products at the consultant wholesale price, I acknowledge that I must: (i) be the age of majority in the Province or Territory in which I reside at the time of registration with Tupperware; (ii) register with Tupperware as an active sales force member; (iii) sign a Consultant Agreement; (iv) purchase a Business Kit from Tupperware at cost; (v) perform sales activities necessary to generate personal retail sales of \$500 within four (4) sales months of my registration date; and (vi) continue to perform sales activities necessary to generate personal retail sales of \$500 calculated at the end of every sales month for the previous four (4) sales month period. I acknowledge and agree that, if after four (4) consecutive sales months I do not have personal retail sales of \$500, I will be treated as inactive and all of my consultant privileges will be forfeited by me. Tupperware may elect to offer payment terms for the purchase of the Business Kit. If you registered as a new consultant and were offered payment terms for the purchase of your Business Kit, you acknowledge and agree that payment for your Business Kit shall be made by credit card and that all installment payments shall be charged to the same credit card. Under the terms of the installment payment plan, when and where applicable, you authorize Tupperware to charge your credit card for the Business Kit at the times and in the amounts set forth in the installment plan applicable at the time your Business Kit is ordered. Tax on the entirety of the Kit is due with the first installment.

I agree to present and sell Tupperware branded products through the party plan system and/or other integrated direct access channels endorsed by Company in Canada only. I agree not to sell Tupperware branded products in retail establishments, flea markets or swap meets, unless authorized by Company. I also agree not to sell Tupperware branded products on the Internet, in any form of Social Media, or any auction site such as eBay, unless authorized by the Company Social Media Policy.

I understand that all product orders submitted are subject to acceptance by the Company, that product substitutions may occur, and that product orders are further subject to this Consultant Agreement. All sales are final. I agree to make only those product claims that are specifically set out for each Tupperware branded product in printed and/or audiovisual materials supplied to me by Company.

I agree to protect my independent business and the Company from false, deceptive or misleading advertising. I agree not to make any disparaging or false remarks regarding the Company, its officers, directors and employees, Tupperware Products or other consultants that sell Tupperware Products. I also agree not to use the Company's trademarks or trade names in any type of advertising or literature without the Company's prior written permission. I recognize the Company's trademarks, trade names and copyrights, in whatever form, are the exclusive property of the Company and further agree to use them in compliance with Company policies.

I agree not to purchase Tupperware branded products solely for the purpose of qualifying for awards, bonuses, incentives or other compensation. If I give notice of my intention to terminate my status as a consultant, the Company will buy back from me current, unused Tupperware branded products and sales aids which I purchased within the preceding 12 months that are in the original packaging at a price which is not less than 90% of the price that I paid for the products and/or sales aids. The amount of any bonuses paid to me in connection with the original purchase and any indebtedness owed by me to the Company will be deducted from the buy-back amount. The Company may also deduct from the buy-back amount any published restocking fee on such inventory repurchases. This buy back option may be initiated by either the Company or me.

PAYMENT TERMS

I understand that at the time an order for products or sale aids is placed, full payment is due. I understand payment from customers for product purchases may be made by cash, cheque or credit card. Payments by cheque will be paid directly to me and I will pay the Company for the products ordered at the consultant wholesale price then in effect. I understand that I assume the risk of non-collection of the cheques in the event that they are dishonored by customer's bank.

Any payments made by customers by credit card will be made directly to the

Company, which will collect the money on my behalf and apply such money collected as payment for the products purchased by me for resale to my customers. I understand that I will be responsible for any and all credit card chargebacks resulting from credit card sales to my customers. If a customer transaction is reversed or otherwise subject to a chargeback, I authorize Company to charge my credit/debit card, or to withhold monies otherwise due and payable to me including, but not limited to, bonuses, commissions and other compensation, in an amount sufficient to cover such reversal or chargeback. I commit to collecting the full name, address and phone number of each customer paying using a credit card. I also will provide Company with current and updated information on any changes to my credit/debit card filed with the Company at the time of my registration.

If payments submitted by me to the Company for product purchases are less than the payment amount due from me, I understand that my credit/debit card will be charged for any remaining balance due. If the payments submitted to the Company for product purchases by me are greater than the payment amount due from me for such product purchases, such excess amount shall be refunded to me.

EXPECTATIONS AND RESPONSIBILITIES

I agree to promote and sell Tupperware branded products and to present the Tupperware Opportunity by maintaining the highest standards of integrity, honesty and responsibility in my business dealings with Company. I further agree that I shall not submit any false or fraudulent information to the Company for any reason, including to receive a prize, award, bonus or commission payment or to make any material misrepresentation of fact regarding my business.

I agree to conduct my operations in strict compliance with all applicable laws, to obtain all necessary permits and licenses, to pay all taxes, debts and other liabilities when due. I acknowledge that the business venture contemplated by this Agreement involves business risks and that the success or failure will be largely dependent upon my ability as an independent businessperson. The Company publishes on an annual basis a Consultant Compensation Summary. Such summary provides information on the typical participant earnings achieved by its consultants during the applicable one-year period. The summary is available at www.tupperware.ca. I shall disclose Company's most current Consultant Compensation Summary to all potential new consultants recruited by me, prior to such recruitment being completed. I understand that hypothetical income examples used to explain the operation of the Company's compensation plan may be made to prospective consultants provided that I simultaneously disclose the Consultant Compensation Summary. I agree to make clear to prospective consultants that (i) profits are not guaranteed; (ii) the Company's party plan program is based upon sales of products; and (iii) the financial success of a consultant depends entirely upon that person's individual effort, dedication, and the training and supervision that person provides to her or his downline.

I understand that the Company sponsors warranties on Tupperware branded products sold to retail customers, including a limited lifetime warranty, and I agree to present warranty services to retail customers in a manner consistent with established guidelines.

I understand that the Company provides customers with a right to cancel their orders as required by applicable Provincial and Territorial laws and regulations. Such Provincial and Territorial requirements are described on the last page of the customer order form. I agree that it is my responsibility to inform my customers of this right of cancellation in a manner consistent with established law and Company guidelines by providing refunds to customers and accepting the return of products.

I agree to adhere to and comply with established Company program guidelines and procedures including, but not limited to, the online ordering system, host programs, compensation programs, promotional and incentive programs. I understand and agree that my failure to adhere to Company program guidelines and procedures may result in the suspension or termination of my consultant privileges and impose an obligation to make restitution for consequent losses incurred by the Company.

I acknowledge and agree that the Company's compensation and promotional programs are designed to compensate and recognize the personal efforts and individual results of each consultant's sales, recruiting and promotional activities. Accordingly, I agree that I will not assign sales or recruits to third parties including members of any unit or team that I may build so as to qualify or receive greater compensation, awards or incentives. I understand and agree that the Company will have the right to audit my activities to assure compliance with this Agreement. I further understand and agree that the Company may contact me periodically to obtain information regarding my consultant activities as part of the Company's audit and compliance programs. I may be required from time to time to provide Company with information relating to my sales activities. I hereby authorize and consent to the collection, use and disclosure of personal information about me relating to such activities.

CHARACTER OF THE RELATIONSHIP

It is agreed between the parties that I am an independent contractor and that I am not an employee, agent, joint venturer, representative of the Company, and do not have a partner relationship, principal and agent relationship or employer and employee relationship with the Company. Nothing in this Agreement shall be deemed to permit me to conduct business in the name of or on account of Company

or to incur or assume any expense, debt, obligation, liability, tax or responsibility on behalf of or in the name of Company, or to act in or Company's behalf or to bind Company in any way whatsoever.

I acknowledge that my status as a consultant does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from me for the right to distribute Company products pursuant to Tupperware's party plan program. As an independent contractor, I will comply, at my own expense, with all applicable federal, provincial and local laws, rules and regulations pertaining to the ownership and operation of my Tupperware business, including the sale, distribution and advertising of Company products, and local business licensing and zoning requirements.

I understand and confirm that I am not an employee of Company and shall not be entitled to receive from Company any benefits whatsoever including but not limited to unemployment compensation, minimum wages or worker's compensation. Company shall not be required to make contributions for employment insurance, Canada Pension Plan, workers compensation and other similar levies in respect of payments to be made to me as a Tupperware Consultant. Without limiting the generality of the foregoing, I shall be fully responsible for paying all applicable federal or provincial, withholding taxes, source deductions, PST, GST, QST, HST, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or Provincial employee health tax contributions and other premiums, license requirements, business expenses and fees related to my earnings and activities under the Company's compensation plan. Subject to the terms of this Agreement, and other applicable laws, I will have complete control and discretion over the operation of my business, including the time I devote to the business, hours of operation and methods of selling. I am responsible for, and shall pay for my own insurance, business tools, services, business equipment and assets, that I deem necessary to operate my Tupperware business, including office space, telephones, professional services and transportation.

I acknowledge and agree that this Agreement is personal to me and that my rights and obligations hereunder cannot be assigned or transferred. I acknowledge and agree that I cannot transfer or move to a sales force member other than my recruiter or my recruiter's upline if my recruiter becomes inactive unless I have been inactive for twelve (12) sales months from the date of my last retail order. I further understand that if my recruiter, Manager, or Director is repositioned, I will be repositioned to the next upline sales force member along with the rest of the Manager unit or Director team. If there is no upline sales force member, I will be repositioned under the Business Leader.

This Agreement may be terminated by either party at any time, with or without reason. In the event of termination for any reason, the Company will remit to me any compensation due through the effective date of termination, provided that such remittance will be subject to offset for any amounts that may be due to the Company.

MISCELLANEOUS

This Agreement and Company policies and procedures may be amended from time to time in the Company's sole discretion provided that I am given not less than thirty (30) days prior written notice identifying and setting forth the affected provisions, together with the effective date of the amendment. Notification of any such changes may be provided by publication on the Company's sales force website. I understand and agree that I will be deemed to have accepted amended policies and/or procedures if I place an order for Company products following the effective date of any such amendment.

The parties agree that this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and that the proper venue of any claim or dispute concerning any matter related to this Agreement and any action commenced by either party will be in the applicable courts in Ontario, Canada. The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. This Agreement and the Company's published policies and procedures constitute the entire agreement between you and Company and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and approved by Company.

This Agreement may be signed in counterparts, each of which will be deemed an original, but both of which, taken together shall constitute one and the same instrument. In addition, the parties agree that this Agreement and all notices and disclosures made or given by either party in connection with this Agreement may be created, executed, delivered and retained electronically. As such, the parties agree that this Agreement and any related documents may be signed electronically and that the electronic signatures appearing on this Agreement or any related documents (whether encrypted or not) shall have the same legal effect for all purposes, including validity, enforceability and admissibility, as a handwritten signature.

CALL NOW 1.800.TUPPERWARE TO OPEN YOUR NEW BUSINESS!

Name _____ SS# _____-_____-_____- Phone (_____) _____-_____-
Address _____ City _____ Province _____ Postal Code _____
Birthday _____ / _____ / _____ Email _____@_____
P.O. Box _____

Shipping Address: (if different from above)

Address _____ City _____ Province _____ Postal Code _____
Phone (_____) _____-_____- Shipping Instructions _____

Payment Method: _____ Visa _____ MasterCard _____ Discover _____ Cash _____ Personal Check
Card # _____ Exp. Date _____ CVW Code _____

Billing Address: (if different from above)

Name as it appears on Credit/Debit Card _____
Address _____ City _____ Province _____ Postal Code _____
Phone (_____) _____-_____- Shipping Instructions _____
Business Kit _____ A
Local sales tax (line A x _____%) _____ B
Total Due (line A+B) _____ C _____ Charge my credit/Debit card for the amount of \$ _____