# Tupperware®

## Where will the **PARTY TAKE YOU?**

*Join Us!*

contact your Consultant, visit us online at Tupperware.com or call 1.800.TUPPERWARE.

**START NOW**
YOUR BUSINESS KIT IS **JUST $110**

Ask your Consultant how you can start for **$39 down!**

## SAY **YES**

Start your business and earn kitchen and must-haves.
**DECEMBER 1–28**

Say Yes by December 28, 2018, and earn the **UltraPro 3.5-Qt./3.3 L Lasagna Pan with Cover,** valued at $119, **for just $25!** Save time this holiday season by tandem cooking: start in the microwave and finish in the oven.

## **EXTRA**

Start your business AND submit one party or more* by December 28, 2018, and you'll also qualify to receive the **Chef Series II 6.2-Qt./ 5.8 L Casserole Pan with Glass Cover,** valued at $339, **for only $45.**

## GET PAID TO **PARTY**

When you begin, you receive 25% profit on personal sales, with the opportunity to earn up to 30% when you meet monthly sales volume qualifications. Need more cash? Date another party. You control your income by partying as much as you want, when you want.

| POTENTIAL INCOME | Monthly | Weekly |
|---|---|---|
| 3 WEEKLY PARTIES 9–15 HOURS | $2,400 | $450 |
| 2 WEEKLY PARTIES 6–10 HOURS | $1,600 | $300 |
| 1 WEEKLY PARTY 3–5 HOURS | $700 | $150 |

**Qualification is based on the standard party amount of $600 (and can also be achieved by meeting or exceeding the equivalent in total personal sales during the qualification period).*

©2018 TUPPERWARE 2018-1817-30 CA

# CONSULTANT AGREEMENT www.tupperware.ca

This Consultant Agreement is made by and between the Consultant, whose signature, name and address appear on this Agreement ("Consultant"), and Premiere Products Brands of Canada, Ltd o/a Tupperware ("Company" or "Tupperware"), with its principal place of business located at 20 Melford Drive, Units 13 and 14, Scarborough ON M1B 2X6.

**PURCHASE AND SALE OF TUPPERWARE® PRODUCTS**
I agree to purchase Tupperware® products at the established Consultant wholesale price solely for resale to my customers and as samples. The Company agrees to sell me these products, along with appropriate sales aids and business materials.

I will be responsible for processing all product orders using the online ordering system, which may be accessed via the Internet, or via 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 Consultant and to purchase Tupperware® products at the Consultant wholesale price, I acknowledge that I must: (i) be the age of majority in the province/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 Tupperware Consultant Agreement; (iv) purchase a Business Kit from Tupperware; (v) perform sales activities necessary to generate personal retail sales of $500 within four (4) 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 month for the previous four (4) month period. I acknowledge and agree that, if after four (4) consecutive months I do not have personal retail sales of $500, I will be treated as inactive and some 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® products through the party plan system and/or other integrated direct access channels authorized and endorsed by Tupperware in Canada. I agree not to sell Tupperware® products in retail establishments, flea markets or swap meets, unless such activities have been authorized and endorsed by Tupperware. I also agree not to advertise, offer for sale or sell Tupperware® products on the Internet, in any form of Social Media, or any auction site such as eBay, unless such activities are expressly authorized or sanctioned by Tupperware as outlined in the Social Media Policy.

I understand that all product orders submitted are subject to acceptance by the Company at its offices in Orlando, Florida, that product substitutions may occur, and product orders are further subject to these Terms and Conditions. All sales are final. I am authorized by the Company and agree to make only those product claims that are specifically set out for each Tupperware® product in printed and/or audio visual materials supplied to me by Tupperware.

I agree to protect my independent Tupperware business and the Company from false, deceptive, or misleading advertising. I 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. The Company's program is built upon direct sales to consumers (i.e. retail customers) that are not involved as participants in the Tupperware party plan program. I agree not to purchase Tupperware® 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® 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 such products and 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 me or the Company.

**PAYMENT TERMS**
I understand that at the time an order for Tupperware® products or sale aids is placed, full payment is due. I understand payment from customers for product purchases can 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 Tupperware 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 collect the full name, address and phone number of each customer paying using a credit card. I also commit to provide Tupperware with current and updated information on any changes to my own credit/debit card filed with the Company at the time of my Consultant 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® products and to present the Tupperware Opportunity by maintaining the highest standards of integrity, honesty and responsibility. I accept responsibility for maintaining the reputation and brand image of the Company. I further agree that I shall not submit any false or fraudulent information to the Company to receive any prize, award, bonus or commission payment based upon Commission Volume, recruiting or personal sales or make any material misrepresentation of fact to the Company in connection with my Tupperware business.

I understand that the Company sponsors the Tupperware Limited Lifetime Warranty and the Quality and 30-day Guaranties for each Tupperware® product sold to retail customers. I understand and agree that it is my responsibility to assure customer satisfaction with respect to Tupperware® products and services. I agree to provide warranty services to retail customers in a manner consistent with established Tupperware guidelines.

I understand that the Company provides customers with a Right to Cancel their orders as required by applicable provincial and territorial consumer protection laws for direct sales and agree that it is my responsibility to administer such right of cancellation in a manner consistent with established Tupperware guidelines by providing refunds to customers and accepting the return of products.

I agree to adhere to and comply with established Tupperware 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 failure to adhere to Tupperware program guidelines and procedures may result in suspension or termination of all my Consultant privileges and impose the obligation to make restitution for losses incurred by the Company as a result of my failure to comply. I acknowledge and agree that the Company's compensation and promotional programs are designed to compensate and recognize the personal efforts and results of each Consultant's sales, recruiting and promoting activities. Accordingly, I agree that I will not assign sales or recruits to third parties (including members of any unit or team I may build) so as to qualify or receive greater compensation, awards, incentives or to otherwise circumvent Company policies or procedures. I understand and agree that the Company will have the right to audit my Consultant activities to assure compliance with these Terms and Conditions. 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 agree to comply with the Company's policies and procedures regarding earnings representations, including disclosure of typical participant earnings information. In all presentations to prospective Consultants, the most current "Company Compensation Summary" shall be provided to such prospects. The Company Compensation Summary will change from time to time to reflect updates in compensation figures. I agree to make clear to prospective Consultants that (i) profits are not guaranteed and that the Company's party plan program is based upon sales of products, and (ii) the financial success of a Consultant depends entirely upon that person's individual effort, dedication, and the training and supervision the person provides to his or her downline.

**CHARACTER OF THE RELATIONSHIP**
It is agreed between the parties that I am an independent contractor and not an employee, agent, joint-venturer or representative of any Sales Force Member or the Company and will not be treated as an employee with respect to such services for federal and provincial income tax purposes. I acknowledge that my status as such 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 shall have no authority to bind Company to any obligation. It is my responsibility to pay all income, local or applicable taxes as an independent contractor, and I acknowledge that I am not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Company encourages its Consultants to set their own hours and to supply all of their own equipment and tools for operating their Tupperware business, such as telephones, transportation, professional services, office equipment and supplies. Further, you should determine your own methods of sale, so long as they comply with the policies of Company. Without limiting the generality of the foregoing, you shall be fully responsible for (i) all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums, license requirements and fees related to your earnings and activities as a Consultant, and (ii) all expenses incurred in connection with the operation of the your Tupperware business. I acknowledge and agree that the privileges associated with Consultant status are personal to me and that my rights and obligations under these Terms and Conditions cannot be assigned or transferred. I acknowledge and agree that I cannot transfer or move to another recruiter, Manager, Director or Business Leader, unless I have been inactive for twelve (12) months from the date of my last retail order. I further understand that if my Manager is repositioned, I will be repositioned to the next upline Sales Force Member along with the rest of the Manager unit. If there is no upline Sales Force Member, I will be repositioned under the Director or Business Leader.

This Agreement may be terminated without cause by either party at any time. In the event of such termination, 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 amounts due to the Company hereunder.

**MISCELLANEOUS**
This Agreement and Tupperware's policies and procedures may be amended from time to time by the Company provided 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. Such notification can be provided by publication on the Company's Sales Force website. I further understand and agree that I will be deemed to have accepted such amended Agreement, policies or procedures, if I continue to place orders for Tupperware® products following the effective date of the amendment.

This Agreement is subject to acceptance by the Company at its offices in Orlando, Florida. The parties agree that this Agreement will be governed by the laws of the State of Florida without respect to its conflicts of law provisions and that the proper venue for any dispute, claim or action initiated by either party that relates in any way to this Agreement shall be in the state or federal courts located in Orlando, Florida.

This Agreement constitutes the entire agreement between you and Company and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing.

## 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 $_____

©2018 TUPPERWARE 2018-1817-30 CA