

# Tupperware®

## The Life You Deserve

No experience necessary. FUN guaranteed!

Open your business now and enjoy approximately \$100 return on every average party.\*\* It's the perfect way to give yourself a debt-free lifestyle. We would love to help you achieve your dreams.

\*\*Based on a \$550+ national party average.

The Business Kit



Choose **The Executive Business Kit\*** only \$139.00 - value of \$700

OR

Choose **The Business Kit\*** only \$97.00 - value of \$495

\*Kit contents and prices subject to change.

### The Executive Business Kit



Your Tupperware Consultant



In addition to your personal sales profit, you earn the tools to grow your business and open the doors to increased earning potential during your first 13 weeks.

Hold Parties and Share the Opportunity with Others:

- Weekly business tool awards
- \$25 savings for your 1st Qualified recruit†
- \$50 savings for your 2nd Qualified recruit†
- \$75 savings for your 3rd Qualified recruit†
- Exclusive nametag identifying you're a STAR!

#### Step into Royalty and add...

- Exclusive Tupperware Rolling Kit Bag
- 2 night hotel stay (up to \$400 value)
- \$150 off your next order of \$550 or more

† Team Member must qualify by selling \$550 in their first 30 days

A career with Tupperware gives you an opportunity to build and share your confidence with others. For your first personal qualified recruit in the STAR program, you'll receive this beautiful necklace—a symbol of your dedication to empowering others.

"Tupperware has allowed me the **freedom and flexibility** I was constantly seeking." – **Dorothy Henricks**, Director, Ballwin, Missouri

"I have gained **self-confidence** and relearned to have dreams and aim for the stars." – **Julie Chayer**, Star Director, St-Basile-le-Grand, Quebec

"Building **friendships** with many inspiring women has kept me inspired." – **Juanita Rincon**, Star Executive Director, Carson, California

"It's such a **fun** business; it doesn't feel like 'work!'" – **Lori Ames**, Director, Edmonton, Alberta



First Name  
Last Name

★★★

Tupperware

**Consultant agreement**

This Consultant Agreement is made among the Consultant whose signature, name and address appear on this Agreement ("Consultant"), the authorized independent Tupperware Director with whom the Consultant has established a service relationship ("Director") and Tupperware Canada, a division of Premiere Products Brands of Canada, Ltd. ("Company" or "Tupperware"), which has its principal place of business located at, 20 Melford Drive Unit 13, Scarborough (Ontario) Canada M1B 2X6. In this Agreement, "I", "my" and "me" refer to the Consultant.

**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. 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. 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 agree to: (i) register with Tupperware; (ii) purchase an at cost Business Kit; (iii) sign this Agreement; and (iv) perform sales activities necessary to generate personal retail sales of \$500 within four (4) months of my registration date. I acknowledge and agree that, if after four (4) consecutive months I have not achieved personal retail sales of \$500, I will be treated as inactive and all Consultant privileges will be forfeited by me. From time to time 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 50% of the purchase price for the Business Kit at the time your Business Kit is ordered and 50% thirty days following submission of the order for your Business Kit. Each installment payment will be subject to all applicable taxes.

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. 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 or any auction site such as eBay, unless such activities are conducted on an Internet or auction site expressly authorized or sanctioned by Tupperware.

I understand that all product orders submitted are subject to acceptance by the Company at its offices in Scarborough, Ontario and are further subject to the terms and conditions of this Agreement. All sales are final.

I am authorized by 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.

I agree not to purchase Tupperware® products solely for the purpose of qualifying for awards, bonuses, incentives or other compensation. I also agree not to inventory load or encourage others to inventory load. If I give notice of my intention to terminate my status as a Consultant, or if this Agreement otherwise terminates, 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 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. Company will also, if requested by me in writing, at any time during the term of this Agreement, buy back from me current, unused Tupperware® products and sales aids which I purchased within the previous thirty (30) days under the same terms and conditions as set forth above.

**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 in an amount equal to the resale price paid by the customer. The Company in turn will refund the retained profit amount (the difference between such customer resale price and the Consultant wholesale price) on a weekly basis for Consultants who elect the direct deposit option and bi-weekly for payment by cheque.

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 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 provide Tupperware with current and updated information on any changes to my credit 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 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 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 Company in connection with my Tupperware 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. 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](http://www.tupperware.ca). I shall disclose Company's 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 I simultaneously disclose the Consultant Compensation Summary.

I understand that the Company sponsors the Tupperware Limited Lifetime Warranty and the Quality Guarantee 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 in accordance with applicable Provincial laws and regulations. Such Provincial requirements are described on the last page of the customer order form. I agree that it is my responsibility to administer such right of cancellation in a manner consistent with such Provincial requirements and established Tupperware guidelines by providing refunds to customers and accepting the return of products.

I have read and agree to comply with the current established Tupperware program policies, guidelines and procedures including, but not limited to the online ordering system, host programs, compensation programs, promotional and incentive programs (collectively the "Policies and Procedures"). I understand and agree that failure to adhere to the Policies 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 my unit) so as to qualify or receive greater compensation, awards or incentives.

I understand and agree that Company will have the right to audit my Consultant activities to assure compliance with the terms and conditions of 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**

The relationship between me and Company, and between me and Director is that of independent contractors and not that of joint venturers, partners, principal and agent or employer and employee. 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 Company's behalf or to bind Company in any way whatsoever.

I am not an employee of Company or Director and shall not be entitled to receive from Company or Director any benefits whatsoever. Neither Company nor Director shall 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, taxes, employment insurance premiums, Canada pension plan contributions, worker's compensation contributions or Provincial employee health tax contributions and other premiums, license requirements and fees related to my activities under the Company's compensation plan.

I acknowledge and agree that the privileges associated with Consultant status are personal to me and that my rights and obligations under the terms and conditions of this Agreement cannot be assigned or transferred. I acknowledge and agree that I cannot transfer or move to another recruiter, Manager, Director or Legacy Executive Director, 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 Manager along with the rest of the Manager Team. If there is no upline Manager, I will be repositioned under the Director or Legacy Executive Director. I understand that Company may assign or transfer, in whole or in part, any right or obligation under this Agreement, without notice or consent.

This Agreement may be terminated by either party at any time, with or without reason. In the event of such termination, 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.

I hereby undertake and agree to indemnify and hold harmless Company against all costs or damages of any nature or kind whatsoever which Company might incur, directly or indirectly, as a result of any actions that I might take contrary to the provisions set forth in this Agreement.

**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 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 Scarborough, Ontario. 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. This Agreement and the Company's published Policies and Procedures constitute the entire agreement between the parties hereto and no other terms not expressly set forth herein or incorporated herein by reference shall be of any force or effect.

Any earnings information presented in this recruiting flyer should not be considered as guarantees or projections of actual earnings or profits. The average annual income for all plan participants (including all ranks) in 2009 was \$737.10. The average annual income for all Active plan participants in 2009 was \$1,267.90. These earnings should not be considered as necessarily representative of the income, if any, that a plan participant can or will earn through his/her participation in the Tupperware Breakthrough Plan. These figures should not be considered as guarantees or projections of your actual earnings or profits. Any representation or guarantee of earnings would be misleading. Success with Tupperware results depends upon each individual participant's skills and personal efforts.

Call now 1-866-376-7521 to open your new business!



Name \_\_\_\_\_ 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 \_\_\_\_\_ Cash \_\_\_\_\_ Personal Check

Card # \_\_\_\_\_ Exp.Date \_\_\_\_\_ CWV 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 \$ \_\_\_\_\_

\_\_\_\_\_ I would like to receive my reports online Language preference is: \_\_\_\_\_ English \_\_\_\_\_ French