pampered chef®

Independent Consultant Agreement/Kit Order Form

CONSULTANT INFORMATION

This Agreement is made on _____ , 20 _____
(Month/Day) (Year)

Name _____
(First) (Middle Initial) (Last)

Shipping Address _____ Apt. # _____
(Physical address — No P.O. Boxes)

City _____ State _____ ZIP _____

Mailing Address _____ Apt. # _____
(If different from above)

City _____ State _____ ZIP _____

Social Security Number or ITIN* _____ / _____ / _____ _____ Birthday _____ / _____ / _____
(*Individual Taxpayer's Identification Number) (Month/Day/Year)

What types of rewards would you like to receive? ☐ Necklaces, bracelets, and jewelry ☐ Keychains and pins

☐ Day Phone ( ) _____ ☐ Evening Phone ( ) _____

☐ Cell Phone ( ) _____ Check preferred phone.

Email _____

☐ I was referred by a Consultant outside of my country. Consultant # _____ Country _____

RECRUITER INFORMATION

Recruiter Name _____

Recruiter consultant number _____

PAYMENT INFORMATION

☐ Check or Money Order payable to "Pampered Chef"

☐ (Circle one) Visa®/MasterCard®/Discover®/American Express®

Credit Card #

☐☐☐☐–☐☐☐☐–☐☐☐☐–☐☐☐☐

Exp. Date ☐☐/☐☐ Cardholder Billing ZIP Code ☐☐☐☐☐

Name on Credit Card _____

☐ Host Kit Credit $ _____ Party # _____

I will receive more than $ _____
(retail value) in products and/or supplies.

Kit Cost		$ _____
Kit Credit	-	$ _____
Subtotal	=	$ _____
Tax (___%)	+	$ _____
Grand Total	=	$ _____

AUTHORIZATION

I agree to abide by the terms of the Independent Consultant Agreement set forth on the back of this Agreement and initialed separately.

Signature _____ Date _____

Mail this form and payment to: Pampered Chef, Attn: Solution Center, 141 Meadow Road, Addison, IL 60101

Note: This form cannot be faxed.

OFFICE USE ONLY

Consultant Number _____ Initials _____

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Terms and Conditions of Independent Consultant Agreement

Consultant Name_____ **Address**_____

This Independent Consultant Agreement ("Agreement") is made and entered into effective on the date set forth below between Consultant identified above ("Consultant") and The Pampered Chef, Ltd., or any of its subsidiaries ("Company"), which is an Illinois corporation, located at One Pampered Chef Lane, Addison, Illinois 60101-5630.

A. As an Independent Consultant, I understand and agree:

1. I will promote and sell Company products to customers. I will not sell Company products on unauthorized websites on the Internet or in any retail establishment. I will not sell Company products for resale. I will present Company products in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of the Company.
2. I will protect the Company's trade name and trademarks used by the Company. I will not reproduce the Company's name and/or such trademarks or copy any of the Company's materials for use in any advertising.
3. I am an Independent Contractor. I am not an employee, agent, partner or franchisee of, or joint venturer with the Company. I cannot act on behalf of, represent or conclude any contracts on behalf of the Company. I do not have any authority to incur any debt, obligation or liability on behalf of the Company.
4. As an independent contractor, I am responsible for all self-employment taxes, income taxes and other filings required by law, and I am not covered by any State Unemployment or Workers' Compensation Act. I will not be treated as an employee with respect to this Agreement for federal, state or local tax law purposes, or otherwise. I agree to abide by all federal, state and local laws relating to my Pampered Chef® business.
5. I will present the Company's business opportunity in a truthful manner. I will accept recruiting responsibilities by ensuring that any prospective recruit is the age of 18 years or older.
6. I will submit product orders to the Company accompanied by full payment by order payment account, my personal check, or other payment method deemed acceptable by the Company. I understand that all orders are subject to acceptance by the Company.
7. Upon the Company's acceptance of this Agreement, I authorize the Company to automatically deduct the appropriate new season paperwork shipping charge (twice annually) and the monthly demonstrator liability insurance and support charge from my commissions.
8. I authorize the Company to deduct from commissions, overrides or other amounts due to me, amounts owed by me to the Company which are due at the time of the deduction, including but not limited to, commissions earned on product returned by customers.
9. I will not demonstrate or sell any other services and/or products, including any products made personally by me, as part of my Pampered Chef® business. I agree that I will only demonstrate and sell Company products.
10. I will permit the Company to release my name and telephone number in response to a customer request for a Consultant in my area unless I notify the Company via email at privacy@pamperedchef.com that I do not want such information released. I also agree that the Company reserves the right to assure continued service to customers upon termination of my Consultant Agreement.
11. I agree that the Company has the right to audit my sales, including my sales records, to confirm eligibility for awards and commissions, make adjustments when necessary and to otherwise enforce the terms of this Agreement, and I will comply fully with Company's audit requests.
12. I authorize the Company to use my name, likeness, image, photography/video postings on social media and/or my personal story in any advertising or promotional materials. I hereby waive all claims for remuneration for such use.
13. By signing this Agreement I acknowledge that I have reviewed the Company's Privacy Policy and Terms of Use, which can be found at pamperedchef.com and I consent to the terms contained therein. I further acknowledge that the aforesaid policy may be modified from time to time by the Company at its sole discretion and I understand it is my responsibility to frequently check the website for changes.
14. To the extent the Company provides Consultant with personal information of California residents, then pursuant to the California Consumer Protection Act ("CCPA") Consultant agrees that Consultant shall not (1) sell such personal information, (2) retain, use, or disclose such personal information for any purpose other than for the specific purposes of performance under this Agreement, including retaining, using, or disclosing personal information for any commercial purpose other than the specific purpose of performance under this Agreement, or as otherwise permitted by the CCPA, and (3) retain, use, or disclose personal information outside of the direct business relationship of the parties to this Agreement. Consultant certifies that Consultant understands and will comply with these obligations.
15. I understand that the Company is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics, including provisions dealing with the return of inventory.

B. Confidentiality

1. Confidential Information. I understand that information and materials provided to me contain confidential and proprietary information of the Company. I will not use, disclose or reproduce these materials for any reason other than for pursuing my Pampered Chef business. I acknowledge that Company operates in a competitive direct sales industry and that their success depends, in part, on protecting the confidentiality of certain information. Confidential information includes, but is not limited to, customer lists, information that identifies customers, sales data, any and all information regarding Consultant's Personal Team, Consultant's downline, Consultant's upline and information contained in "Consultant's Corner" (a password protected area of Company's website exclusively for the Company's independent contractor sales field). "Consultant's Corner" includes, but is not limited to, proprietary training materials, promotions, business materials, Consultant's downline and upline information, Consultant's performance reports, group lists or reports, critical and personal data relating to the identities of Consultants and customers, sales information, information relating to Company's sales field and Company compensation plans. I understand and confirm that all such information is confidential and constitutes the exclusive property of Company.

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Terms and Conditions of Independent Consultant Agreement

I agree that during my association with Company and at any time thereafter I will not use, disclose or knowingly permit any other person to use any names, mailing lists, proprietary materials or other information that I have obtained during my association with Company, for recruiting, or for promotion of the sale of my or any other company's products or services, or for any purpose other than fulfilling Consultant's obligations under this Agreement. I shall hold in strict confidence and shall not, directly or indirectly, disclose or reveal to any person or use for the benefit of me or anyone else any confidential information, trade secrets, proprietary information of any kind that has been obtained by or disclosed to me as a result of my position in Company's independent contractor sales field.

2. **Additional Duties of Confidentiality.** I understand that the business of the Company is international in scope, ongoing in nature, and relies heavily on goodwill and a strong business reputation developed over years of doing business. I agree that during my association with the Company, and at any time thereafter, I will keep confidential and never disclose, use, misappropriate, or confirm or deny the veracity of, any statement or comment concerning the Company, its founder, its officers, its directors, its employees, its contractors, its management, its holding company, its affiliates, or any of the Company's leadership; or any Confidential Information as described in Section B.1 of the Agreement; or any information not known to the general public concerning the business activities, dealings or interests of Company, its founder, its officers, its directors, its employees, its contractors, its management, its holding company, its affiliates, or any of the Company's leadership; or Company's employment practices or policies applicable to its employees and/or contractors. I understand that during my association with Company and at any time thereafter I am prohibited from giving any interview or participating in any interview, writing any book, article, or column or publishing any statement whatsoever, in any format, concerning or referencing in any way any Confidential Information or any information described in this Section B.2 of the Agreement or in Section B.1. of the Agreement, without prior written consent of the Company. Further, I understand that any violation of any of the confidentiality provisions of this Agreement, including but not limited to Sections B.1. and B.2. would cause irreparable harm to Company, and in the event of such violation Company may immediately terminate any and all benefits it is paying to me, and shall be entitled to immediate injunctive relief to prevent the publishing of any such material as described in this Section.

C. Non-Solicitation

1. **Non-Solicitation of Company's Director Level Consultants.** Consultant understands and acknowledges that Company has expended and continues to expend significant time and expense in recruiting and training its Director Level Consultants and that the loss of its Director Level Consultants, including but not limited to, Directors, Advanced Directors, Senior Directors, Executive Directors, Senior Executive Directors and National Executive Directors, would cause significant and irreparable harm to Company. Consultant agrees and promises not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit or influence the resignation of any of Company's Director Level Consultants, whether they are members of Consultant's Team, downline or upline during Consultant's relationship with Company and for a period of two (2) years after this Agreement ends (regardless if Consultant resigns from Company or if Consultant is terminated at the option of Company).

2. **Non-Solicitation of Company's Independent Consultants.** Consultant understands and acknowledges that Company has expended and continues to expend significant time and expense in developing its sales force of Independent Consultants and that because of the Consultant's experience with and relationship to Company, they will have access to and learn about Company's Independent Consultants, including but not limited to, "Consultant Information" such as, names, phone numbers, addresses, e-mail addresses, sales, rank, downline, upline, social media sites and other information identifying facts and circumstances specific to Independent Consultants.

   Consultant understands and acknowledges that loss of Company's Independent Consultants results in the loss of sales and/or goodwill and will cause significant irreparable harm to the Company. Consultant agrees and promises not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit or influence the resignation of any of Company's Independent Consultants, whether they are members of Consultant's Personal Team, downline or upline during Consultant's relationship with Company and for a period of two (2) years after this Agreement ends (regardless if Consultant resigns from Company or if Consultant is terminated at the option of Company).

3. **Non-Solicitation of Customers.** Consultant understands and acknowledges that the Company has expended and continues to expend significant time and expense in developing customer relationships, customer information and goodwill, and that because of the Consultant's experience with and relationship to the Company, they will have access to and learn about the Company's customer information. "Customer Information" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, and other information identifying facts and circumstances specific to the customer and relevant to Company's direct sales business. Consultant understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm to the Company. Consultant agrees and promises, during the term of the Consultant's relationship with Company and after the Independent Contractor relationship ends (regardless of the reason the relationship ends), Consultant shall not directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax and/or instant message), attempt to contact or meet with the Company's current, former or prospective customers who purchased Company products or services or were offered Company products or services by Consultant, or any member of Consultant's Personal Team, downline or upline, for purposes of offering, promoting or selling goods or services other than Company goods or services. Consultant shall not use or disseminate the above described "Customer Information" for any reason at any time after Consultant 's relationship with Company ends.

D. Non-Disparagement. Consultant agrees and promises not to make disparaging remarks regarding Company to any person, through any means. "Disparaging remarks" includes, but are not limited to, any unfavorable remarks regarding Company, Company products or Company services or any unfavorable remarks regarding the Company business opportunity, support, earning potential, reputation or image of Company. "Through any means" includes, but is not limited to oral conversation, written communication, posting on any social media site or posting on any weblog, internet forum, or website.

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Terms and Conditions of Independent Consultant Agreement

E. Reporting Policy Violations. Consultant understands and acknowledges that Company expects its Consultants to act professionally and ethically when representing Company.

If Consultant becomes aware that another Independent Sales Field Member of Company violated a Company policy or has engaged in conduct that violated the professional behavior expected by Company, Consultant may report said behavior to Company. Kindly submit a detailed email to ethics@pamperedchef.com.

F. The Pampered Chef, Ltd. ("Company") understands and agrees:

1. Company will pay consultant commissions based on sales of Company products submitted by consultant.
2. In addition to commissions, Company will provide additional awards and privileges to "active" consultants. A consultant is "active" in the month in which consultant submits $150 or more in personal commissionable sales.
3. Company will pay an active consultant with any direct or indirect recruits overrides based on sales of commissionable Company products to customers submitted by such recruits.
4. Company will calculate and pay commissions and overrides in accordance with the then-current Company-published commission and override schedules. Company may change commissions, overrides, incentive program rules and active sales requirements at any time with thirty (30) days' notice to consultant.
5. Company will not impose on consultant any geographical territories or limits relating to sales and recruiting of consultant in the United States, Puerto Rico and other territories of the United States.
6. Upon termination of this Agreement, Company will refund to consultant 90 percent of consultant's purchase price on any unused and re-saleable product samples or inventory purchased within 12 months of the date of termination should consultant return such products.

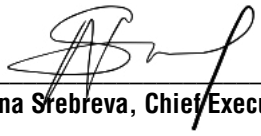
G. General

1. This Agreement is subject to acceptance by Pampered Chef's Home Office in Addison, Illinois, and conditioned upon the receipt of a new consultant kit.
2. This Agreement is effective for (6) months from the date of acceptance. It is automatically renewed for additional terms of (6) months. The Agreement automatically terminates after consultant is "inactive" for 6 consecutive months.
3. Company may terminate this Agreement with or without cause, effective immediately at the time notice is given to the Consultant. Consultant may provide notice of resignation to Company and the resignation will take effect the first day of the following month.
4. I understand that if I am in breach, default or violation of this Agreement or if this Agreement is voluntarily terminated by either party, I shall not be entitled to receive any further incentives, awards, privileges, bonuses or commissions, whether or not the sales for such incentives, awards, privileges, bonuses or commissions have been completed.
5. This Agreement cannot be altered, modified or changed through any suggestions, advice, guides or sales aids provided by the Company. It can only be altered, modified or changed by an authorized Company representative. Company reserves the right to alter, modify or amend this Agreement at any time by electronically posting the amendments(s) on "Consultant's Corner". Your electronic acknowledgment of the amendments will constitute your acceptance and you agree to be bound by such amendment(s) through your electronic acknowledgment.
6. The parties agree, if at the time of enforcement of either the confidentiality provision or the non-solicitation provision contained herein, a court holds that the restrictions contained therein are unenforceable, the parties agree that the court shall be allowed to revise the aforesaid restrictions to cover the maximum duration, scope and area permitted by law. Additionally, the parties hereto agree that money damages would not be an adequate remedy for any breach of this Agreement, including but not limited to, breach of the confidentiality and/or non-solicitation provisions contained herein.
7. This Agreement shall be governed by the laws of the State of Illinois as to all matters.
8. The Independent Consultant will not be treated as an employee for federal or state tax purposes.
9. This Agreement shall be governed by, construed and enforced according to the laws of the State of Illinois without regard to the principles of conflicts of laws. In the event of any action or proceeding arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall only be proper in either the federal court located in the Eastern Division of the Northern District of Illinois, or in any Illinois state court located within DuPage County, Illinois.
10. Failure of either party to enforce rights under this Agreement shall not constitute a waiver of such rights. The finding by any court of competent jurisdiction that any provision of this Agreement or part thereof is unenforceable shall not affect the enforceability of the remaining provisions of this Agreement.

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of execution or FIVE DAYS (5) for Alaska residents and (15) days for Montana residents. I acknowledge I have read and agree to these Terms and Conditions.

_____ **Initial Here**

The Pampered Chef, Ltd.



Nevena Srebreva, Chief Executive Officer

_____

Consultant's Signature

_____

Consultant's Printed Name

_____

Date

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