

CONSULTANT AGREEMENT — USA

This Consultant Agreement (“Consultant Agreement”) is made by and between Party US Operations LLC, a Delaware limited liability company who, through itself or its affiliates, is the authorized owner and/or licensor of the Tupperware[®] brand in the United States (“Company”) and the individual who signs as “Consultant” to accept this Consultant Agreement (“I” or “me”).

I. Enrollment as an Independent Sales Representative

By my signature, I certify that (i) I am at least eighteen (18) years of age or older and authorized to enter into this Agreement and (ii) I wish to become an independent sales representative (sometimes called “consultant” in this Agreement) of Tupperware[®] brand products and to engage in the sales of such products in the territory of the United States of America, its territories and possessions as authorized by this Agreement and Company policies (as described below). For such time as I am a consultant and I am in compliance with all obligations of this Agreement, the Company agrees to sell me and/or my customers, as applicable, Tupperware[®] brand products and appropriate sales aids and related business materials in accordance with the terms of this Consultant Agreement and Company policies.

II. Company Policies and Active Status

I agree that, as part of my obligations pursuant to this Consultant Agreement, I will abide by all Company policies, as the same may be implemented and/or updated by Company from time to time, as made available to independent sales representatives on the Company’s systems and websites. The website and systems that the Company makes available to independent sales representatives are sometimes called, individually and/or collectively, the “sales force website.”

I understand that in order to achieve “Active” status as a consultant, I must meet any applicable minimum Active Status requirements that Company publishes on the sales force website from time to time. I further understand that in order to maintain Active Status at any level within the independent representative sales organization, I must meet certain minimum ongoing sales requirements as may be published by Company from time to time. In the event that I do not meet or maintain Active Status, I acknowledge that I will not be eligible for all consultant benefits, including, but not limited to, the ability to purchase product samples at a discounted rate and the ability to grow and/or maintain a sales team.

III. Purchase and Sale of Tupperware[®] Brand Products

I agree to process any and all Tupperware[®] brand product orders using the Company’s online ordering system in place for US consultants, as the same may be updated or replaced by Company from time to time. I understand that shipping and handling fees apply to purchases, including purchases of products, supplies and sales aids.

As an Active consultant, I will be eligible to purchase Tupperware[®] brand products at the consultant wholesale price, and I agree to do so solely for resale to my customers or for use as samples or personal use. I agree to present and sell Tupperware[®] brand products through those US direct sales channels authorized by Company. I agree not to sell Tupperware[®] brand products in retail establishments unless authorized by Company. I also agree not to sell Tupperware[®] brand

CONSULTANT AGREEMENT — USA

products on online marketplace sites such as Amazon and eBay, and to comply with the terms of any digital media policies published to the sales force website by the Company.

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, including applicable Company policies. Except as otherwise expressly provided herein, by Company policy and/or by applicable law, all product sales are final.

In the event that I terminate my status as a consultant and make a written request of Company in connection therewith, the Company will buy back from me current, unused Tupperware[®] brand 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 buyback option may be initiated by either the Company or me.

For Montana Residents: I understand that if I am a Montana resident, I may cancel this Consultant Agreement within 15 days from the date of signature hereof, and, if I so cancel, I may return any starter kit and any products I have purchased for a full refund with such time period. I agree to inform any consultant recruit who is a Montana resident of this fact at the time of the recruit's enrollment as a consultant.

IV. Payment Terms

I understand that at the time an order for products or sale aids is placed, full payment is due. Any payments made by customers by credit card will be made directly to the Company through systems or connections provided by the Company. In no event shall I obtain or store the credit card or other banking information of a customer in violation of applicable law or industry standard.

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. If the payments submitted to the Company for product purchases by me are less than the payment amount due from me for such product purchases, my credit and/or other payment card on file with the Company shall be charged for any amount owing to Company. I understand that the Company reserves the right to adjust amounts payable to or by me based on product returns, order cancellations and other adjustments to product sales.

I understand that, except to the extent prohibited by applicable law, the Company may require me to provide to the Company and/or its service providers my taxpayer identification number or social security number. In the event I do not so provide such information or my information is rejected or declined to be confirmed by the IRS, the Company may reject my application to enroll as a consultant, may terminate this Agreement or may take such other action as the Company deems necessary and/or advisable, so long as such action is consistent with applicable law. I understand that one such action may be for the Company to withhold the maximum federal taxes of 24% or the then-applicable current maximum rate from my payments (awards, commissions and/or bonuses) after the applicable minimum tax threshold amount is met.

CONSULTANT AGREEMENT — USA

I hereby certify to the Company that no applicable law, rule, regulation or other applicable standard or contract prevents me from entering into this Agreement and undertaking the activities contemplated hereby.

V. Protecting the Tupperware Brand and Additional Consultant Responsibilities

I agree to protect my independent business and the Company from false, deceptive or misleading advertising. In promoting the products, I will only make product performance claims that have been published for use by the Company. I will only make statements regarding the Company business that are truthful and in accordance with all applicable laws, guidance and Company policies. I shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success. I agree not to make any disparaging or false remarks regarding the Company, its officers, directors and employees, Tupperware[®] brand products or other consultants that sell Tupperware[®] brand 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 acknowledge and agree that any use in violation of this Agreement or Company policies may result in immediate suspension of my account and may result in termination of this Agreement. I shall allow Company reasonable access to relevant correspondence, records and/or social media groups and/or posts for the purpose of auditing my use of Company's trademarks and/or my compliance with this Agreement, including all Company policies and procedures.

I agree to promote and sell Tupperware[®] brand products in good faith and to maintain the highest standards of integrity, honesty, and responsibility in my business dealings. 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 comply with any and all applicable state and federal laws, including but not limited to business licensing, zoning or other requirements imposed on me by the ownership and/or operation of my direct selling business. I will consult a legal and/or financial advisor with any questions regarding my independent business obligations.

I agree to defend and hold harmless the Company, its employees, officers, directors, equity holders and affiliates, from and against any and all claims, losses, damages expenses (including without limitation, reasonable attorneys' fees), and liabilities (collectively "Losses") arising out of, or in connection with (i) my breach of this Agreement, or (ii) my negligence or willful misconduct, including without limitation, losses arising in connection with false or misleading advertising or misrepresentations by myself concerning product effectiveness, earnings opportunity or (iii) my failure to comply with any and all applicable laws.

I agree to present the warranty terms applicable to Tupperware[®] brand products to and facilitate warranty claims for customers in a manner consistent with the Company's policies.

I understand that the Company provides customers with certain rights to cancel their orders as may be required by applicable law and/or Company policy and I agree that it is my responsibility to

CONSULTANT AGREEMENT — USA

inform my customers of this right of cancellation in a manner consistent with applicable law and Company policy by providing refunds to customers and facilitating 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 breach of Company policy or procedure may result in the suspension or termination of my consultant privileges and impose an obligation to make restitution for related losses incurred by the Company. I understand that I may not be authorized to re-enroll as a Company independent sales representative in the event that I breach the terms of this Agreement and am terminated.

I acknowledge and agree that the Company's payment 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 ensure compliance with this Agreement and I may be required to provide the Company with information relating to my sales activities. I hereby authorize and consent to the collection, use and disclosure of personal information and other information about me relating to and/or arising from my sales and other activities as an independent sales representative.

VI. Character of the Relationship

It is agreed between the parties that I am an independent contractor and not an employee, agent or joint venturer of the Company. Further, I understand and agree that I will not be treated as an employee of Company for any purposes, including, but not limited to, federal and state income tax purposes and Company employee benefit programs such as unemployment compensation, worker's compensation or minimum wages.

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 understand that as an independent contractor, I have the right to determine the number of hours that I work, the location of my work, and the manner of how I present the Company's products. I further understand that the Company may recommend different methods of presenting its products that it has found to be successful that I may or may not adopt at my discretion.

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 team other than my sponsor's (or my sponsor's upline if my sponsor becomes inactive) unless the Company agrees and a period of at least eight months from the date my account entered inactive status or 12 months following my last retail sale as a consultant, whichever is greater, has passed. I further understand that if my sponsor, 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 may be repositioned under the organization's Business Leader, at Company's sole discretion.

CONSULTANT AGREEMENT — USA

This Agreement may be terminated by either party at any time with or without cause. 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. For clarity, I understand and acknowledge that (i) in the event I become inactive and/or this Agreement is terminated, I shall not be authorized to re-enroll as a consultant until a date no sooner than the later of eight months from the date my account entered inactive status or 12 months following my last retail sale as a consultant, and (ii) notwithstanding the foregoing, in the event that this Agreement is terminated for any reason whatsoever, Company may, at its sole discretion, elect not to allow me to re-enroll as a consultant in the future. For purposes of clarification, this Agreement is deemed to have been terminated when a party provides the other with notice of such termination and/or when my account as a consultant is closed by the Company. Immediately upon termination of this Agreement, I shall (i) lose all rights to purchase products from the Company at consultant cost; (ii) cease from representing myself as a consultant of the Company; (iii) lose all rights to my participation and position in the career plan, including all future commissions and earnings; and (iv) take all other actions reasonably required by the Company, including the discontinuance use of the Company's trademarks, service marks and copyrights and Confidential Information.

VII. Term.

Subject to the provisions of Section VI, this Agreement shall have a term beginning on the date of acceptance by the Company and ending on one year from the date of this Agreement (the "Anniversary Date") and shall be automatically renewed on an annual basis on each Anniversary Date (unless written notice is received from consultant of non-renewal) subject to acceptance by the Company which can be withheld in its sole discretion, upon payment of the then current renewal fee, if any, and in accordance with the then current renewal policy of the Company as set forth in Company policies.

VIII. Sales and Use Taxes.

To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state law, the Company shall collect and remit all applicable sales and use taxes on its products, services and materials based upon the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.

IX. Proprietary Rights.

I agree that the Company has the exclusive proprietary interest in its customer lists and information (such as credit data, product purchase information and customer profile data), consultant lists and information, trade secrets, manufacturing procedures, formulas, source codes, product development and in all operating, financial and marketing materials ("Confidential Information"); and that all such Confidential Information is proprietary and confidential. I shall not use or disclose the Confidential Information to any third party except in strict accordance with this Agreement. Confidential Information is disclosed to me on a "need to know" basis solely for use in my business with the Company. I agree to use my best efforts to keep the Confidential Information confidential and shall not use such information to sell products or services other than

CONSULTANT AGREEMENT — USA

the Company's products and services or in connection with any other business during the term of and after termination of this Agreement. Upon termination or non-renewal of this Agreement, I immediately shall cease all use of the Company's trademarks, service marks and proprietary and Confidential Information and return all such materials in my possession to the Company.

X. Injunctive Relief.

I agree that upon a breach of this Agreement that the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies, in law or in equity, it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement.

XI. Miscellaneous

Company policies and procedures and the Career Plan are hereby incorporated into this Agreement by reference, Company policies and procedures, this Agreement, the Career Plan and other Company materials may be amended in the Company's sole discretion. Any changes to this Agreement, Company policies and procedures, the Career Plan and other Company materials will be published on the Company's public-facing website and/or sales force website, as applicable. I understand and agree that I will be deemed to have accepted any such amendments and/or updated versions of this Agreement if I continue acting in my capacity as a consultant and/or place an order for Company products following the effective date of any such amendment.

To the extent permitted under applicable law, (i) I WAIVE ANY RIGHT OR ABILITY TO BE A PART OF A CLASS ACTION LAWSUIT (CERTIFIED OR PUTATIVE), COLLECTIVE ACTION OR LAWSUIT, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, OR ANY OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY IN WHICH THE PARTIES HERETO ARE A PARTY; and

(ii) 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 may not be transferred or assigned by me without the prior written approval of the Company, in its sole discretion, and then only in accordance with its policies. The Company may assign this Agreement at any time.

If under any applicable law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement.

CONSULTANT AGREEMENT — USA

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 or Company in connection with this Agreement may be created, executed, delivered and retained electronically. This Agreement and any related documents may be signed electronically, including through click agreement, and any such electronic signature or click agreement appearing on this Agreement or any related documents shall have the same legal effect for all purposes, including validity, enforceability and admissibility, as a handwritten signature hereto.

This Agreement and the Company's published policies and procedures constitute the entire agreement; replace all prior consultant agreements between the parties and/or otherwise relating to the sale of Tupperware® brand products as an independent sales consultant and no other additional promises, representations, guaranties or agreements of any kind shall be valid unless in writing and approved by Company. The parties have required that this Agreement be prepared in the English language. If this Agreement, or any portion hereof, is translated into any language from the original English version and there is any conflict between the terms set forth in the English version and the translated version, the terms set forth in the English version will control.