

Sales Representative Agreement

L12T - 12/14

REP #

OFFICE #

Manager Name: _____

Please Print

Last

First

Initial

Name

Gender:
(Please mark appropriate box.)

M F

Address

City

Prov.

Postal Code

(Area Code)

Phone #

Soc Ins #

Date of Birth

M M D D Y Y

Preferred 1st Name

School Name (no abbreviations)

E-Mail

College Code

Direct Deposit - Please attach a void cheque or Bank Verification Form

Cheque/Credit Card Number

Validation Code

Exp. Date

Sample Payment

Amount

Auth. Number

Auth. Date

M M Y Y

_____ . _____

M M D D Y Y

Cardholder Name/Address

(Please Print - If different than Rep name and address)

** ATTACH CHEQUE HERE **

Please read both sides of this agreement before signing below.

Sales Rep Signature _____

DATE

M M D D Y Y

It is agreed to by the Sales Representative identified above, who represents he/she is seventeen (17) years of age or older, and Vector Marketing Canada Corporation with Administrative Offices in Oakville, ON herein called the Company, that:

- Sales Rep may from time to time personally solicit orders for CUTCO consumer products through various marketing methods to be determined by Sales Rep on an in-home basis or otherwise than in a permanent retail establishment. These products are to be sold directly by Sales Rep and shall not be advertised or sold through electronic media, or on the internet, unless agreed to in writing by the Company. Sales Rep agrees to turn in all orders to the Company within a reasonable amount of time, not to exceed one week. Upon approval from his/her manager, the Sales Rep shall be authorized to conduct on-line presentations for the purposes of soliciting CUTCO orders. This authorization does not include the sale of CUTCO through shopping websites and/or online auctions, including but not limited to E-Bay, Amazon or others.
- As orders are received and reviewed, and if accepted by the Company at its Administrative Offices in Oakville ON, shipments will be made directly to the customer. The Company agrees to pay the Sales Rep a commission on all personally solicited orders that are shipped to and retained by the customer. The commission rates start at 10% with increases based on career sales. Commissions from sales made are paid weekly. If the Sales Rep supplies bank routing information, payments shall be electronically transmitted to the Sales Rep's account. Cheques will be sent by mail if the rep does not supply valid bank routing information. If the Sales Rep supplies a valid email address, the Company shall notify the Sales Rep when the weekly commissions are calculated. The email notification will give the Sales Rep the address to access, view, and print their commission statement via the company website, www.vectorconnect.com

The commission schedule for all Sales Reps is presently as follows, however, the Company reserves the right to revise the schedule at any time:

Career Sales	Commission%	Career Sales	Commission%
0 - 1,000	10%	7,501 - 12,000	25
1,001 - 4,000	15	12,001 - 24,000	30
4,001 - 7,500	20	24,001+	30+

The Company will pay net commissions earned, as shown as "paid now" on the commission statement, less any charges to the sales rep's account for items such as mis-priced orders. Purchases of materials and/or other authorized charges will be paid weekly. The company also offers various incentive programs which it reserves the right to change at any time. All compensation is based on sales and other output and not hours worked and will be reported at year-end on a form T4A if required by the CRA.

- Sales Rep may elect to participate in an additional incentive commission program (Minimum Incentive Program) for certain qualified presentations. To be eligible for the Minimum Incentive Program, the qualifications below must be met. If qualifications are not met, then only the Standard Commission is applicable:

"Qualified CUTCO Sales Presentation" must meet the following criteria:

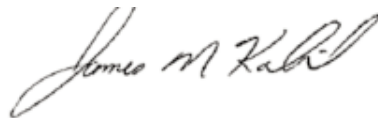
- A potential customer must be at least thirty (30) years of age.
- A potential customer must be gainfully employed on a permanent basis, or in the case of a married couple, the full presentation must be conducted with the person who is employed.
- The presentation must involve a complete CUTCO sales presentation, including all visual demonstrations and quoting prices. Presentations must be in person or on-line (if approved by manager) and in a "one-on-one" situation, not a group setting with more than one potential customer.
- The Sales Rep agrees to physically submit to the Office Manager, for tracking purposes, a completed Qualified Presentation Report, every week. The Company reserves the right to contact people listed on the report for verification. The minimum commission for the Sales Rep under the Minimum Incentive Program is \$_____ per Qualified CUTCO Sales Presentations.

The Minimum Incentive Program does not require a minimum number of appointments or sales. The Minimum Incentive Program period is _____. At the end of this period, the total number of Qualified CUTCO Sales Presentations is compared to total commissions earned on sales. If total Standard Commissions on sales are less than the total commissions earned under the Minimum Incentive Program, the Company will pay the difference on Sales Rep's next commission statement. In other words, Sales Rep will receive at least the Minimum Incentive Program commission for all Qualified Sales Presentations made, regardless of sales made. If agreed to by both the Sales Rep and Office Manager, the Minimum Incentive Program may be renewed for additional periods. Sales Rep should pursue sales to maximize profits.

Sales Representative Agreement continued

4. Sales Rep agrees that he/she shall not, at any time, represent himself/herself to be an employee of the Company. Sales Rep will not be treated as an employee for federal, provincial, or local tax purposes nor for unemployment compensation or worker's compensation taxes. Sales Rep agrees to conduct his/her business as an independent contractor. Sales Rep can set his/her own schedule and develop his/her own marketing methods in pursuit of sales and profits. Sales Rep is responsible for any federal, provincial, or local taxes which may be applicable to his/her business. The Company will handle the collection and payment of Sales and GST/HST in those provinces where such taxes are applicable.
5. Sales Rep agrees to conduct his/her business in an ethical, honest, and forthright way. Sales Rep agrees to not misrepresent the Company, its programs or CUTCO products, including but not limited to product qualifications, materials, guarantees, or craftsmanship. Sales Rep shall use the Customer Generated Appointment Program. If Sales Rep gets a phone number where the prospective consumer has not granted permission for the representative to call, then the rep must check the CUTCO Do Not Call List, which is at www.VectorConnect.com.
6. It is understood that the Sales Rep shall have no power or authority to incur or create any liability or obligation of any kind in the name of the Company, or for which the Company shall be liable to others, except in the solicitation of orders for the Company's consumer products provided herein. Sales Reps shall obtain and utilize a sample kit for demonstration purposes. Sales Reps shall have various training, instructional materials and sessions for informational purposes only, including suggested approaches to the selling situation, as are provided from time to time by other Vector Sales Reps and Managers in the area. The Sales Rep reserves the right to approach his/her business in any way that he/she sees fit in the pursuit of sales and profits except as precluded herein. The Sales Rep agrees to and authorizes the use by the Company of the Sales Rep's image, voice and/or likeness as follows: The Company shall have the right to photograph, publish, republish, adapt, exhibit, perform, reproduce, edit, modify, distribute, display or otherwise use or reuse the Sales Rep's image, voice, and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in the Company's product or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner.
7. The trade names, trademarks, service names and service marks for "CUTCO" and "Vector" are owned by CUTCO Corporation. The use of trade names, trademarks, service names and service marks for "CUTCO" and "Vector" in printed or electronic media shall only be permitted in connection with the solicitation of orders for CUTCO products on an in-home or on-line demonstration basis. The use of these corporate properties for any other purpose is prohibited without prior written approval. To apply for approval the Sales Rep shall send a written proposal to the attention of the Operations Manager at the Administrative Office in Oakville. Sales Rep shall be allowed to identify themselves in electronic/social media as an independent sales rep for Vector Marketing or Cutco. In no event shall Sales Rep be authorized to use the name "Vector Marketing Canada Corporation" or "CUTCO Cutlery Corporation" to represent themselves as the Company or as an employee of the Company in any medium including but not limited to business cards, directories, stationery, advertisements, phone listings, bank accounts or any electronic/social media (e.g. eBay, Facebook, LinkedIn).
8. **Renewal of Agreement & Termination.** This agreement shall commence on the date hereof and terminate on December 31st of this year, but shall be automatically renewed under the same terms for successive one year calendar terms, unless either party notifies the other party to the contrary, at least 15 days prior to the end of a particular term, or otherwise terminates this Agreement in accordance with this paragraph. The Agreement may be terminated at any time by the Sales Rep by mailing written notice to the Company's Administrative Office and fulfilling any outstanding obligations. This Agreement may be terminated by the Company by sending at least 15 days written notice to the Sales Rep prior to the end of the current calendar term, or without notice as the Company reserves the right to terminate this Agreement at any time for good cause. Good cause includes, but is not limited to: a breach of this Sales Rep Agreement, representing to others that the Sales Rep is an employee of the Company, mishandling of consumer funds or credit card information, submitting dishonoured cheques, falsifying information and misuse or unauthorized use of CUTCO Corporation-owned trade names and trademarks. This Agreement may also terminate if Sales Rep fails to submit an order for the Company's consumer products within a year of his/her last previously accepted order. If a Sales Rep wishes to return their kit for a full refund, they may do so by shipping the kit insured, to the Oakville address below, or by returning it to the local office.
9. Sales Rep understands, and hereby agrees, to the full terms and conditions of this Agreement, and further accepts and understands there will be no exceptions to the terms and conditions. He/she also acknowledges that the information contained herein is consistent with that explained in his/her initial interview prior to his/her acceptance into training for the Sales Rep opportunity.

The Company hereby agrees to the terms and conditions as represented above. The company reserves the right to amend or revise the terms of this agreement upon 30 days written notice.



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For sales representative service and support, visit www.vectorconnect.com or call us at 1-800-361-8800