



Vantel Pearls International
111 Forbes Boulevard
Mansfield, MA 02048

INDEPENDENT CONSULTANT AGREEMENT

(Revised and Effective November 2, 2017)

THIS INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is entered into between the individual signing as **Consultant** in the signature block of this Agreement (“Consultant”), and **Vantel Pearls International/Pearls in the Oyster, Inc.** (“Company” or “Vantel Pearls”). Consultant and Company are sometimes referred to individually as a “Party” or collectively as the “Parties”.

Consultant enters into this Agreement as a result of Consultant’s desire to become (or to continue as) a Direct Sales Independent Consultant for the Vantel Pearls product line. The Company and Consultant hereby agree as follows:

AGREEMENT

1. ENGAGEMENT OF SERVICES. Subject to the terms and conditions of this Agreement, the Company hereby agrees that Consultant will be a Direct Sales Independent Consultant to the Company. Consultant confirms that Consultant is a legal citizen or permanent resident of the USA, and is of legal age in Consultant’s state of residency to engage in this Agreement with Consultant’s own legal name and not be a Corporation, Sole Proprietorship, Partnership, Limited Liability Corporation, Limited Liability Partnership.

2. SCOPE. During the term of this Agreement, Consultant agrees to serve as a Direct Sales Consultant for the Company’s products and will perform the duties and functions detailed in this Agreement, in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan. Consultant is not required to exclusively perform services for the Company, but may engage in work for others during the term of this Agreement so long as Consultant is fulfilling Consultant’s duties under this Agreement. Consultant further agrees to provide Consultant’s own vehicle, insurance, communications and tools necessary to perform the duties listed in this Agreement.

3. POLICIES AND PROCEDURES MANUAL AND COMPENSATION PLAN. Consultant acknowledges s/he has carefully read and agrees to comply with the Vantel Pearls Policies and Procedures Manual and Compensation Plan, which are incorporated into and made part of this Agreement. In exchange for Consultant’s services to be performed hereunder, the Company will pay to Consultant compensation as set forth in the Vantel Pearls Policies and Procedures Manual and Compensation Plan. To receive such payments, Consultant must be in “Good Standing” as determined in the Vantel Pearls Policies and Procedures Manual and Compensation Plan and Consultant must not otherwise be in violation of this Agreement. Consultant is not entitled to receive any benefits other than those described herein and in the

Vantel Pearls Policies and Procedures Manual and Compensation Plan. In addition, Consultant agrees that Consultant shall perform Consultant's duties and all activities as a Direct Sales Independent Consultant to the Company in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. CONSULTANT IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE, SERVANT, PARTNER OR JOINT VENTURER OF OR WITH RESPECT TO THE COMPANY. The Company may direct the services to be provided by Consultant, but Consultant shall determine the means, method, and manner by which Consultant accomplishes the services in accordance with this Agreement. The Company is not responsible for withholding, and shall not withhold or deduct from the compensation payable to Consultant, FICA or taxes, unless such withholding is legally required. As an Independent Contractor of the Company, Consultant is not entitled to receive the benefits that employees of the Company are entitled to receive, and shall not be entitled to Workers' Compensation, Unemployment Compensation, medical insurance, life insurance, paid vacations and holidays, pension, profit sharing, or social security contributions on account of Consultant's services to the Company.

5. RIGHTS, RESPONSIBILITIES AND DUTIES. Consultant will have the right to offer Company products for sale in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan.

(a) During certain periods of recruitment, which are set by the Company, Consultant will have the right to recruit other persons ("New Consultants") to submit applications to the Company to serve as Direct Sales Consultants to the Company in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan. If the Company accepts these New Consultants as Direct Sales Consultants, Consultant will be entitled to receive compensation based on their sales of products in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan. New Consultants whom Consultant recruits and who become Direct Sales Independent Consultants are referred to as Consultant's "downline" Consultants.

(b) Consultant will train and provide guidance to the Consultants in Consultant's downline organization.

(c) Consultant will have the right to participate in the Company's Direct Sales Consultants Compensation plan as outlined in the Vantel Pearls Policies and Procedures Manual and Compensation Plan.

(d) Upon the Company's acceptance of this Agreement and the Company's receipt of a \$100.00 refundable Oyster Deposit, Vantel Pearls will supply the Consultant with an initial supply of oysters. All oysters are supplied to Consultants on a consignment basis. Title to each oyster shall remain with Vantel Pearls until the Consultant sells the oyster to a customer.

(e) Consultants are responsible for any loss, theft or damage to consigned oysters and must ensure that oysters are only opened by the customer after the customer agrees to

purchase the oyster. There is a \$10.00 charge per oyster for opened, damaged, stolen, or lost oysters held by the Consultant on consignment. The charge will be deducted from the Consultant's Oyster Deposit, although Consultant's liability for lost, damaged, stolen, or opened oysters is not limited to the amount of the security deposit. Consultant shall immediately notify Vantel Pearls of any theft, loss, damage, or opening of any oysters which Consultant is holding on consignment.

(f) The Oyster Deposit is refundable, less any deductions for lost, stolen, damaged, or opened oysters, upon Consultant's cancellation of this Agreement and the return of unsold oysters that are both undamaged and unopened.

(g) Consultants are required to keep an accurate record of the oysters they are holding on consignment. Company reserves the right to require that a Consultant provide the company with a physical count of the oysters that the Consultant has in stock. Further, Consultants are required to return any oysters they are holding on consignment to the Company, immediately upon the Company's request. Failure to respond to Vantel Pearls' oyster inventory count request or request to return consigned oysters within 3 calendar days may result in immediate termination of this Agreement.

(h) Consultants may not purchase and/or sell oysters from any source other than Vantel Pearls. Failure to comply will result in immediate termination. In addition, Consultants may not lend, trade, or exchange oysters with another Consultant unless authorized by an employee at the Vantel Pearls Home Office.

(i) When a Consultant returns pearls to Vantel Pearls for mounting in the jewelry purchased by the customer, the Consultant must insure each package for at least \$99.00 and return the package(s) to Vantel Pearls, with delivery confirmation through the United States Postal Service, FedEx or UPS. All orders must be sent directly to the Company at its principal business address.

6. STARTER KIT. Consultant agrees to purchase the Vantel Pearls Starter Kit for \$99. Consultant understands that the Starter Kit is not commissionable. Consultant agrees that for all items purchased within one year before Consultant's termination of this Agreement, Consultant can return unused business materials, at 90% of the original price so long as the goods are in 'Resalable' condition. Goods are Resalable if all of the following elements are satisfied:

(a) Merchandise must be unopened and unused;

(b) Packaging and labeling has not been altered or damaged; and

(c) The merchandise is in a condition such that it is commercially reasonable within the trade to sell the goods at full price. Sample jewelry is not required for purchase, and therefore, is not applicable for return.

7. TECHNOLOGY SUPPORT FEE. Consultant may subscribe* to the monthly Technology Support subscription that provides support tools for Consultant and Consultant's customer to ensure the easiest online buying experience. The Technology Support Fee includes:

(a) A Replicated Website that supports order processing for Consultant's orders and provides a place for new recruits to enroll to join Consultant's team

(b) A monthly e-Newsletter sent by Vantel Pearls to Consultant's customers on Consultant's behalf

(c) *The Technology Support Fee is \$12.95/month. This fee is waived for Consultant's first three months.

8. GOODWILL. Consultant recognizes and acknowledges that Company's business is built upon and dependent upon the confidence of Company's clients, customers, and vendors, and that the goodwill that arises out of Consultant's acquaintance with such customers, clients, and vendors and shall be the sole and exclusive property of Company. Moreover, Consultant acknowledges that s/he has no ownership or property rights in any business relationship with any of the Company's customers or independent contractors. Such relationships are owned exclusively by the Company.

9. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. Consultant recognizes and acknowledges that through doing business with Company, Consultant will have access to, or may contribute to, certain commercially valuable information, proprietary information, and trade secrets, both technical and non-technical, belonging to Company (collectively "Confidential Information," as further defined below). Consultant further acknowledges that, to safeguard its legitimate interests, it is necessary for Company to protect its Confidential Information. Consultant recognizes and acknowledges that Company's Confidential Information is vital to its success and ability to compete in the marketplace and was acquired and/or developed by Company only after considerable expense, time and energy, and that Company has taken great care to ensure that such Confidential Information remains confidential with Company. Consultant acknowledges that Company would not otherwise disclose Confidential Information to Consultant without the existence of this Agreement and that the unauthorized disclosure and/or use of such Confidential Information would cause Company to suffer substantial and irreparable harm.

(a) Definition of Confidential Information. "Confidential Information" refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that has value to the Company, and which the Company has not made public or authorized public disclosure of, and that is not generally known to the public through proper means (whether or not it constitutes a trade secret). Such Confidential Information includes, but is not limited to: business plans and forecasts; market analysis; marketing plans and strategies; costs and pricing structures and strategies; the actual and anticipated research and development activities of the Company, whether or not patentable or reduced to practice; unpatented inventions; technical data; knowledge, information and materials about trade secrets; information regarding the identities and/or productivity of independent contractor sales consultants of the Company; methods of operation; techniques of doing business; data, preferences and buying histories; services; know-how; confidential information about financial performance, accounting and business methods; databases; other proprietary matters relating to the Company; and information that is entrusted to the Company in confidence

by third parties with whom the Company does business or is negotiating to do business, all of which constitute valuable assets of the Company which this Agreement is designed to protect.

Confidential Information does not include information that is or becomes publicly available through no fault of Consultant. This provision adds to, and does not limit, Company's rights pursuant to any laws generally protecting confidential information and trade secrets.

(b) Prohibited Use or Disclosure of Confidential Information. Consultant shall not at any time either during the term of this Agreement or after termination (whether voluntary or involuntary and regardless of the reason), directly or indirectly, use, cause to be used, or disclose any Confidential Information of which s/he becomes aware. If Consultant has any questions about what constitutes Confidential Information, Consultant agrees to contact Company's Compliance Team prior to disclosure of such information. Consultant also agrees not to remove or copy any documents, material or equipment containing Confidential Information belonging to the Company, except as required in the performance of his or her assigned duties for Company, and to immediately return any such documents, materials or equipment in the event Consultant ceases the performance of services for Company.

10. NON-COMPETITION. Consultant recognizes through the position of Consultant, Consultant is afforded access to the Company's independent contractors, consultants, customers, and clients. Consultant further recognizes that this access by Company gives Consultant an advantage over competitors of Company in securing and servicing Company's customers or prospects. In recognition of the foregoing, Consultant hereby acknowledges that Consultant's access to the Company's independent contractors, consultants, customers and clients would give Consultant an unfair advantage should Consultant, during Consultant's business relationship with the Company or after the termination of such relationship with the Company for any reason, compete for the same customers or prospects (as defined below) on Consultant's own behalf or for a competitor of Company. Therefore, while you are a Consultant and for a period of one (1) year following the termination of Consultant's agreement with the Company for any reason ("Non-Competition Term"), Consultant agrees that Consultant will not, directly or indirectly, for him/herself or any other person or business entity within the Limitation Area (defined below):

(i) Perform services (as an employee, consultant, officer, director, independent contractor, principal, agent or otherwise) that are offered by the Company or for any business or enterprise that is competitive to the Company, including, but not limited to, any pearl oyster or pearl jewelry company; or

(ii) Solicit or accept business from, or contact in any way any of Company's independent contractor consultants, customers or prospects ("prospect" defined as any entity or individual Consultant had business dealings with during the Non-Competition Term); or

(iii) Have an ownership interest of any kind or any interest in the revenue or profits of any person or business entity that competes with the business of the Company, except that the provisions of this clause (iii) shall not be applicable to an investment

by Consultant in securities of an entity whose shares are listed and publicly traded that does not exceed five percent (5%) of the total amount of such securities outstanding.

(b) Limitation Area shall mean the state in which Consultant performed services for the Company.

(c) Consultant acknowledges that the Non-Competition Term and Limitation Area imposed by this Agreement are fair and are reasonably required for the protection of the Company. In the event that any provision of this Agreement relating to the Non-Competition Term and/or the Limitation Area is determined by a court of competent jurisdiction to exceed the maximum period of time or geographic scope that such court deems enforceable, the time period and/or geographic scope of restriction shall, for purposes of this Agreement, be reduced to the maximum period that such court deems valid and enforceable.

Although not recommended, Consultants below the level of Silver Leader may represent other direct selling companies as long as they are not in direct competition with Vantel Pearls (i.e. other companies who sell jewelry and/or hold oyster openings). If a Consultant chooses to represent other direct selling companies, the Consultant must ensure that the companies and their offerings are kept completely separate from those of Vantel Pearls. Products and opportunities from other companies may not be displayed, sold, positioned, or promoted beside or in connection with those of Vantel Pearls. Upon reaching the rank of Silver Leader and above, the Consultant shall not represent, perform any work for, or have any affiliation with ANY other direct selling company either directly or indirectly. A Direct Selling Company is any company that offers an income opportunity for independent consultants to sell products to consumers outside of a traditional retail establishment.

11. NON-SOLICITATION. Consultant agrees that while serving as a Consultant at the Company, and for a period of one (1) year thereafter, Consultant will not, directly or indirectly, regardless of whether Consultant derives any direct or indirect benefit from doing so, solicit, divert, induce, interfere with, or persuade any person or entity which is on the date hereof or hereafter becomes a customer, host/hostess, partner, donor, vendor, contractor, independent contractor or client of the Company to cease doing business with the Company or otherwise alter their or its relationship with Company.

12. INJUNCTION. Company shall be entitled, in addition to any and all other legal or equitable remedies and damages, to an injunction to restrain the violation by Consultant and all other persons acting for or with Consultant with regard to PARAGRAPHS 9, 10 AND 11 . CONSULTANT DOES THEREFORE CONSENT TO AN INJUNCTION TO RESTRAIN ANY VIOLATION OF PARAGRAPH 9, 10 AND 11, INCLUDING ALL OF ITS SUBPARTS. Nothing in this paragraph, including its subparts, shall be construed as prohibiting Company from pursuing any other remedies available to it for a breach or threatened breach of the Confidentiality and Non-Solicitation provisions, including the recovery of damages from Consultant.

13. NON-DISPARAGEMENT. Consultant shall not make disparaging statements about the Company or its products, business opportunity, employees, officers, director, Consultants or Leaders.

14. AMENDMENTS TO COMPANY DOCUMENTS. By assenting to this Agreement, Consultant agrees and understands that the Company may, from time to time, amend this Agreement and the Vantel Pearls Policies and Procedures Manual and Compensation Plan, and any such amendment will be made in the Company's sole discretion. Amended documents shall be published in official Company materials and/or will be provided to Consultant via email. Amendments will become effective upon publication or specifically stated effective date. Continuation of Consultant's activities as a Consultant for Vantel Pearls or Consultant's acceptance of compensation shall constitute Consultant's acceptance of any and all amendments.

15. COMPLIANCE WITH LAWS. Consultant shall comply with:

- (a) All federal, state and local laws; and
- (b) All other standards imposed by the Company on the conduct of Consultants.

16. PROMOTIONAL AND ADVERTISING RELEASE. Consultant agrees that Vantel Pearls may use Consultant's personal information, including without limitation, Consultant's name, likeness, photograph or personal story in Company's promotional or advertising materials without compensation or remuneration to Consultant.

17. TERMINATION. The Company or Consultant may, with or without cause, terminate this Agreement at any time upon written notice, including e-mail, to the other party. Upon termination, Oysters on consignment must be accounted for and returned to the Company within five (5) days. If the Company or Consultant elects to terminate this Agreement for any reason, Consultant understands that Consultant will permanently lose all rights as a Consultant. Consultant shall not be eligible to sell Vantel Pearls products, nor shall Consultant be eligible to receive commissions, bonuses, incentives, or other income resulting from the activities of Consultant's former downline organization. In the event of cancellation, termination, breach or violation of this Agreement, Consultant understands and waives all rights Consultant has, including but not limited to, any bonuses, commissions, incentives, or other remuneration derived through the sales and other activities of Consultant's former downline organization, whether or not the sales for such bonuses or commissions have been completed. The Company reserves the right to terminate all Consultant Agreements upon fifteen (15) days' notice if the Company elects to:

- (a) Cease business operations;
- (b) Dissolve as a business entity; or
- (c) Terminate distribution of its products and/or services via direct selling channels.

18. FORCE MAJEURE. Any delay in or failure of performance by the Company shall not constitute default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the control of the Company, as the case may be, including but not limited to: acts of God or the public enemy; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting from; fires; floods;

release of hazardous or toxic substances; explosions; accidents; riots or strikes or other concerted acts of workers, whether direct or indirect; or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the reasonable control of the Company, as the case may be.

19. GOVERNING LAW, JURISDICTION. The laws of the Commonwealth of Massachusetts shall govern the construction, validity, interpretation and enforcement of this Agreement, notwithstanding any application of choice of law provisions. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in connection therewith. Consultant further acknowledges that any breach of this Agreement will cause irreparable harm for which damages at law will not be an adequate remedy, and therefore Consultant agrees that the provisions of this Agreement may be specifically enforced by a court of competent jurisdiction in addition to any other available remedy.

20. AGREEMENT TO ARBITRATE. All disputes and claims relating to the Company, the Consultant, this Agreement (excluding paragraph 12), the Vantel Pearls Policies and Procedures Manual, Compensation Plan, or its products and services, the rights and obligations of a Consultant and the Company, or any other claims or causes of actions relating to the relationship between the Consultant and the Company shall be settled totally and finally by arbitration in Massachusetts or, if Consultant requests, in the nearest city to Consultant's residence, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. This arbitration provision also applies to claims between Consultants of the Company, if the Company is also a party to the dispute. If Consultant wishes to initiate an arbitration proceeding and cannot afford the fees required to be paid to the American Arbitration Association, the Company will consider paying all or part of those fees upon Consultant's request. The arbitrator shall have the power to award any relief that would be available in a court of law. The claims asserted in an arbitration proceeding shall be solely for the parties to the arbitration, and no arbitration may be conducted with respect to the claims of non-parties to the arbitration proceeding, which means that there shall be no class action proceedings in arbitration. **The parties to this Agreement expressly waive any rights they may have to a jury trial, to represent a class of other parties or individuals, or to participate as a class member in a class action.** The decision of the arbitrator shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, or other relief available to safeguard and protect Company interests prior to or during any arbitration proceeding.

21. INTELLECTUAL PROPERTY. Consultant agrees not to use the Company's intellectual property, including and without limitation, the Company's trademarks, copyrights, trade names, trade dress, designs, images or symbols, without the prior written consent of the Company except as set forth in the Company's Policies and Procedures Manual and Compensation Plan.

22. INDEMNIFICATION/OFFSET. CONSULTANT AGREES THAT CONSULTANT WILL INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGES RESULTING FROM ANY AND ALL ACTS (INCLUDING WITHOUT LIMITATION ALL INTENTIONAL AND NEGLIGENT ACTS) OR OMISSIONS OF CONSULTANT RESULTING IN LOSS OR DAMAGE TO THE COMPANY, ITS PROPERTY OR ASSETS, OR TO ANY OTHER PERSON OR PROPERTY. This includes any damages, claims or liabilities and expenses (including attorneys' fees) incident to Consultant's:

(a) Activities as a Consultant including, without limitation, any unauthorized representations made by Consultant;

(b) Breach of the terms of this Agreement; or

(c) Violation of or failure to comply with any applicable federal, state or local laws or regulations. Company shall have the right to offset any amounts owed by Consultant to Company, including without limitation, the repayment of commissions as a result of product returns and/or cancellations.

23. TIME LIMITATION. If a Consultant wishes to bring an action against the Company or any act or omission relating to or arising from the Agreement, such action must be brought forward within six (6) months from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against the Company for such act or omission. Consultant waives all claims that any other statutes of limitations apply.

24. NON-WAIVER. All rights, powers and remedies given to Company are cumulative, not exclusive, and in addition to any and all other rights and remedies provided by law. No failure or delay of Company to exercise any power or right under this Agreement or to insist upon strict compliance by Consultant with any obligation or provision shall constitute a waiver of Company's right to demand exact subsequent compliance therewith. Waiver by Company can be effective only in writing by an authorized officer of Company. A waiver of any condition or term in this Agreement shall not be construed to have any effect on the remaining terms and conditions nor shall any waiver be permanent or binding for the future.

25. ASSIGNABILITY. It is understood and agreed that this Agreement is personal in nature and may not be sold, transferred, assigned or pledged by Consultant. It may, however, be assigned by Company to an affiliate, subsidiary, or to a successor or assignee in connection with a merger, consolidation or sale or transfer of assets.

26. MODIFICATION. If any provision or covenant set forth herein is determined to be too broad to be enforceable at law by a court of competent jurisdiction, it is the intention of the parties that the covenant set forth herein shall not be terminated, but shall be deemed amended to the extent required to render it valid and enforceable.

27. SEVERABILITY. The covenants contained in this Agreement shall be severable and in the event any covenant or portion of this Agreement is held invalid or

unenforceable by a court of competent jurisdiction, the invalidity or unenforceability shall not impair the remaining provisions.

28. CAPTIONS. The captions and headings in this Agreement are solely for the purpose of identification and shall not in any manner alter or vary the interpretation or construction of this Agreement.

29. CLEAR UNDERSTANDING; CONSULTATION WITH COUNSEL. Consultant acknowledges and agrees that (a) Consultant has carefully read this Agreement; (b) Consultant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; (c) Consultant has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understand them; and (d) Consultant had the opportunity to seek the advice of an attorney of choice, before signing this Agreement.

30. COMPLETE AGREEMENT. This Agreement constitutes the sole and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement on such subject matter. No modification may be made except in writing, executed by both parties.

31. ONLINE AGREEMENT. This Agreement is an electronic agreement that is being executed in keeping with applicable federal and state laws.

I UNDERSTAND THAT I MAY TERMINATE THIS AGREEMENT AT ANY TIME BY PROVIDING WRITTEN NOTICE OF TERMINATION TO THE ATTENTION OF A DIRECTOR OF THE COMPANY.

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement on the dates noted below.

Vantel Pearls International/Pearls in the Oyster, Inc.

By: _____

Date

Date

Consultant

Please print and save a copy of this document for your records.