

Code of Conduct

Tupperware India Private Limited (hereinafter “Tupperware”) Codes of Conduct (hereinafter “these Codes”) sets out the rights, duties and responsibilities between Tupperware and the Consultants. These Codes are designed to promote harmony and good conduct among Consultants and to ensure that Consultants, customers and the public have total confidence and respect for Tupperware. You are to read, understand and abide by these Codes and any amendments that may be made from time to time by Tupperware to uphold the highest standards of integrity, honesty and responsibility in dealings with the customers, public, Tupperware and other Consultants. Consultants will be notified either in writing or through the Consultants’ Distributors, by Tupperware of any amendment to these Codes.

Definition

- “Consultant(s)” shall be taken to include such persons that were duly appointed by Tupperware and granted the right to resell and distribute the Products of Tupperware for margin/ commission/ incentive as per Tupperware’s business plan as explained to the Consultant(s) and provided in the Tupperware Literature.
- “Distributor” means the person authorised by Tupperware to service the Consultants.
- “Product(s)” shall refer to all products which Tupperware assigns its Consultants to sell.
- “Tupperware Literature” shall refer to the various documents issued by Tupperware from time to time to govern the Tupperware business, including but not limited to these Terms and Conditions, Tupperware’s business plan, Code of Conduct, Terms for website use, Return and Exchange Policy and Shipment and Payment Policy. Tupperware Literature is shown on the Tupperware’s website www.tupperwareindia.com

Codes

- When promoting the business opportunity and presenting the Tupperware business plan, Consultants are to present all facts concerning the Tupperware business plan in a truthful, fair, honest and ethical manner to avoid misrepresentation of its business plan and Tupperware. Also, in relation to the same:
 - a. Consultant shall not make income guarantees.
 - b. Consultant must be truthful when she promotes her own earnings or the earnings of another Consultant.
 - c. Consultant must not imply that selling of products is not required to build the business nor that recruiting is the only way to benefit from the business.
- Consultants are only authorized to sell Products as per direct selling model in accordance with the Tupperware Literature. However, Consultants are not allowed to sell the Products through any of the following mechanism unless it is pre-approved by Tupperware in writing:
 - a. internet/online selling (e.g. e-commerce website(s), through any other web site(s), chat room, bulletin board or other similar service(s) to promote or sell the Product(s);
 - b. retail trade including but not limited to shops, supermarkets, stalls, kiosks and exhibitions;
 - c. business to business sales; and
 - d. any other form of sales channels which are not in accordance with Tupperware Literature or applicable law.
- The Consultants shall:
 - at the initiation of any sale representation, truthfully and clearly identify himself/herself as the Consultant of Tupperware, disclose the identity of the direct selling entity, the address of place of business, the nature of goods or services sold and the purpose of such solicitation to the prospect consumer;
 - make an offer to sell to the prospective consumer by providing accurate and complete information, demonstration of goods and services, prices, credit terms, terms of payment, return, exchange, refund policy, return policy, terms of guarantee and after-sale service;
 - provide an order form to the consumer at or prior to the time of the initial sale. The order form will identify Tupperware as the direct selling entity and the Consultant’s particulars shall contain the name, address, registration number, identity proof issued by Tupperware and contact number of the Consultant, complete description of the goods or services to be supplied, the country of origin of the goods, the order date, the total amount to be paid by the consumer, the time and place for inspection of the sample and delivery of goods, consumer’s rights to cancel the order or to return the Product in saleable condition and avail full refund on sums paid as per Tupperware’s policy and complete details regarding the complaint redressal

- mechanism and/or remedial actions of Tupperware;
- agree that the Distributor is responsible for delivery of the Products to the Consultant upon issuance of an invoice by Tupperware on the Consultant and after receipt of the payment from the Consultant. Unless otherwise stated in the invoice, the title to the Products and risk of loss for the Products invoiced by the Company shall pass to the Consultant upon delivery by the carrier to the designated Distributor of the Consultant;
- acknowledge that the Products shall be stored in the Distributor's place of business where the same shall be strictly used for the activities related to storing and moving of the Products from the Distributor's place of business to the Consultant's delivery point. Nothing in this provision shall construe the Distributor's place of business as the Consultant's additional place of business other than the stated purposes;
- sell the Products in the same physical condition, package, component, set or specification, as provided by Tupperware including not indulging in re-packing/ re-labeling of the Products;
- ensure handling of the customers' complaints, queries, returns and replacements based on the Return and Exchange Policy and Shipment and Payment Policy;
- ensure that actual Product delivered to end consumers matches with the description of the Product given and Product ordered;
- comply with the requirements of applicable laws, rules and regulations for sale of a product;
- obtain goods and service tax registration, Permanent Account Number registration, all applicable trade registrations and licenses when applicable; and
- take appropriate steps to ensure the protection of all sensitive personal information provided by the consumer in accordance with the applicable laws for the time being in force and ensure adequate safeguards to prevent access to, or misuse of such data by unauthorized persons.

The Consultant shall not:

- visit a consumer's premises without Tupperware's identity card and prior appointment or the consumer's consent;
- provide any literature to a prospective customer, which has not been approved by Tupperware;
- use any misleading, deceptive or engage any other form of fraud, coercion, harassment, unconscionable or unfair trade practices during the sale or in any way make any excessive or unwarranted claims or misrepresentations (collectively, "misrepresentations") either written or oral for the products, other than the description as set out on the product labels or packaging or in the official Tupperware Literature. Consultants shall be liable for and indemnify Tupperware against any expense, liability, loss, claim or proceedings for any claim, demand or proceedings arising by reason of the misrepresentation(s);
- indulge in mis-selling of Products or services to consumers;
- refuse to take back spurious goods or deficient services and refund the consideration paid for goods and services provided;
- charge any entry fee or subscription fee to any individual;
- indulge in unethical and unhealthy competitive discounting of selling prices of Products which can be detrimental to the brand image of Tupperware products in any manner;
- poach customers from other Consultants as this will cause business disruption to Tupperware and create unfairness and loss of earnings to other Consultants;
- charge or resell to Customers any communication materials produced by Tupperware for the purpose of promoting Tupperware's products, promotions or business opportunity such as the catalogues, campaign brochures, and recruiting brochures;
- not engage in any high pressure selling/stocking of Tupperware products to qualify under any Tupperware's promotions or recognitions;
- offer, invite, encourage or induce any prospective recruits to join other competitors or to sell and purchase products other than Tupperware products upon conducting Tupperware demonstrations. Tupperware demonstrations may not be used as a forum to promote any other companies and products other than Tupperware and Tupperware products;
- promote/ participate in a pyramid scheme and/or money circulation scheme or enrol any person to such schemes;
- use Tupperware's trademark or trade names in any types of advertising (including advertising on the internet, any social media, personally owned websites) or literature (excluding sales literature and advertising formats supplied by Tupperware) without Tupperware's prior written permission. Consultant recognizes Tupperware's ownership of its trademarks and trade names, and agree not to use such

trademarks and trade names unless authorized by Tupperware. Consultant shall further agree not to use the Tupperware's name, products, literature, videos or trademarked services to promote or sell products of another company;

- export any of the Products outside India, nor sell to anyone who intends to export the Products outside India or is suspected to export the Products outside India without the prior written consent of Tupperware; and
- sell the Products to anyone who has been blacklisted by Tupperware or anyone who is suspected to have been engaged in unlawful sale

Recruiting

- A Recruiter is responsible for ensuring that her Recruits complete in full the Independent Consultant Application/ Agreement Form. A photocopy of the applicant's IC is required.
- A Recruiter is responsible for ensuring that her Recruits receive on-going motivation, personal coaching and proper training on the Codes of Conduct, Business Plan, sales and marketing programs and how to build their business skills. Recruiters may seek assistance and guidance from their up-line if needed.
- A Recruiter shall encourage her Recruits to attend all assemblies, training sessions, meetings and events conducted by the Company and/or by the up-line.
- A Recruiter is to ensure that her Recruits fully understand and abide by the Codes of Conduct to uphold the highest standards of integrity, honesty and responsibility in dealings with the Company, customers and other Consultants.

Termination

- Tupperware may at its sole discretion without giving any reasons terminate the Consultant by giving seven (7) days written notice if Tupperware is of the opinion (which opinion shall be final and binding) that any act of the said Consultant is found to contravene or breach any of the provisions of these Codes. The termination is effective on the date indicated in the written notification from Tupperware to the Consultant. The Consultant will have no further claim against Tupperware as a result of the termination.
- The terminated Consultant is not permitted, either directly or indirectly, to conduct or participate in any business activities related to Tupperware and is not entitled to receive further payment and reward for bonuses, commissions or any other awards whether accruing before or after the termination date.
- Tupperware may at its sole discretion, suspend the account of the Consultant, pending investigation of any alleged breaches to these Codes. During this suspension, no commission or bonuses will be paid. Sales and/or new recruits will not count towards any sales force promotion that may be in place.
- Tupperware reserves the right to claim damages from the terminated Consultant if he/she is in breach of these Codes and have been involved in activities that may have caused financial losses or otherwise to Tupperware.
- The terminated Consultant shall not influence existing Consultant and employees of Tupperware in any manner that may disrupt the operations and image of Tupperware.
- The terminated Consultant will not be accepted again as a Tupperware Consultant.

These Codes supplement the Terms and Conditions of New Consultant Agreement. The Consultants and all the parties confirm that they have not agreed to the provisions of these Codes on the basis of any representations that are not expressly incorporated into these Codes.