



Consultant Agreement

To: Epicure Selections®,
10555 West Saanich Road, North Saanich, BC, V8L 6A8
Fax: (250) 656-5788 / Toll Free Fax: 1-888-656-7740

By signing this Consultant Agreement (the "Agreement"), I hereby agree to become a distributor of Epicure Selections® products (an "Independent Epicure Consultant") according to the terms and conditions set forth below (the "Terms and Conditions"). As an Independent Epicure Consultant, I will be allowed to purchase products from Epicure Selections® at wholesale price and resell said products to consumers (the "Customers").

General Information

Please complete in full

Applicant's Name (please print): _____

Address: _____

City/Prov: _____ Postal Code: _____

E-mail address: _____ Date of Birth: _____

Home # _____ Bus # _____ Fax # _____

Sponsor Confirmation

Please complete in full

Sponsor's name (please print): _____

Address: _____

City/Prov: _____

Postal Code: _____

***If you were not introduced to Epicure Selections® by a Independent Epicure Consultant, you will be assigned a Sponsor by the Epicure Selections® Home Office ("Home Office").**

My signature confirms that I accept the Applicant named herein as my recruit.

Consultant ID# _____

Signature: _____

Payment Information

Please complete in full

I wish to pay for my Starter Kit by the following method: Certified Cheque or Money Order (enclosed) \$ _____

Visa or MasterCard # _____ Expiry Date: _____

Name of Cardholder _____

Signature: _____

Please keep my credit card on file as my regular payment option: Yes No

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ACCEPTANCE OF THE PRESENT APPLICATION BY EPICURE SELECTIONS® IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONSENT RE: PERSONAL INFORMATION

The Independent Epicure Consultant agrees and consents to the collection, use, storage and disclosure of their personal information by Epicure Selections® for the purposes of carrying on business as an Independent Epicure Consultant, pursuant to this Agreement and all related commercial activities.

I APPLICATION

- The undersigned wishes to apply to become an Independent Epicure Consultant. The Independent Epicure Consultant is of legal age in the Province in which he resides. The Independent Epicure Consultant has read, understands and accepts the Terms and Conditions as outlined in this Agreement and any renewal thereof.
- The Independent Epicure Consultant acknowledges that Epicure Selections® reserves the right to limit, restrict or suspend for a time all new Consultant Applications if growth is too rapid to properly service existing Independent Epicure Consultants.
- The Independent Epicure Consultant understands that Epicure Selections® does not discriminate in its acceptance or rejection of applicants because of race, creed, gender, marital status, sexual orientation or national origin.

II TERM

- The term of this Agreement is one year. This Agreement will be automatically renewed annually on each anniversary date of the acceptance of this Agreement, unless otherwise cancelled.

III CONDITIONS AND UNDERTAKINGS

- The Independent Epicure Consultant will be allowed to purchase products from Epicure Selections® at wholesale prices and resell said products to Customers.
- The Independent Epicure Consultant shall, at all times and under all circumstances, represent himself as an Independent Epicure Consultant with Epicure Selections®, and shall never give reasonable grounds to believe, to anyone and especially to his Customers, that he is acting for or as a representative of Epicure Selections®.
- The Independent Epicure Consultant agrees not to use Epicure Selections® contacts to promote the sale of other products or services. In addition, the Independent Epicure Consultant understands and agrees to abide by the Epicure Selections® Code of Ethics, as outlined in the Epicure Selections® Consultant Business Guide (the "Consultant Business Guide").
- The Independent Epicure Consultant agrees to abide by the structure for commissions and Hostess Benefits, as outlined in the Consultant Business Guide. The Independent Epicure Consultant will not make fraudulent claims regarding commissions or Hostess Benefits and understands that the penalty for doing so is immediate, permanent and irrevocable termination of the Agreement, in addition to any other legal remedies Epicure Selections® may choose to take against the Independent Epicure Consultant.

5. When recruiting, the Independent Epicure Consultant will describe Epicure Selections® discount and bonus commission structure fairly and completely, and will emphasize the following: **that retail sales are a requirement**; that no purchase of inventory is required at any level other than the Starter Kit; that no recruitment fee can be derived from the mere act of sponsoring other Independent Epicure Consultants; and that no earnings are guaranteed from the mere purchase of a Starter Kit. Additionally, the Independent Epicure Consultant agrees that he will not make any representations about the actual, potential or expected earnings of an Independent Epicure Consultant.

6. The Policies & Procedures, Marketing Plan and Consultant Business Guide outline the commissions, bonuses and other business revenues payable to an Independent Epicure Consultant. The Independent Epicure Consultant acknowledges that there is only one revenue earning event for an Independent Epicure Consultant, namely, the sale of products, and that, in part, the compensation is payable as the Independent Epicure Consultant's mark-up in buying and reselling the products to the Independent Epicure Consultant's Customers. Accordingly, no commissions, bonuses, or other business revenues shall be earned from the mere sponsorship or enrollment of any of the Independent Epicure Consultant's Downline (recruits). There is no guaranteed income, compensation or success, and the Independent Epicure Consultant bears the risk of loss in their Epicure Selections® business. The Independent Epicure Consultant is strictly prohibited from making any earnings representations to others, and from representing that compensation is payable for anything other than sale of product.

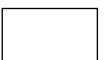
7. The Independent Epicure Consultant understands that Independent Epicure Consultants are not authorized to and will not, for any reason whatsoever, incur any debt, expense or obligation on behalf of or for Epicure Selections®.

8. In accordance with Epicure Selections® direct marketing policy, the Independent Epicure Consultant agrees not to sell the products, at any time and under any circumstances, in a permanent retail outlet without the express written consent of Epicure Selections®. The Independent Epicure Consultant acknowledges that, as the products comprising the Sample Kit are to be used for demonstration purposes only, they may not be resold.

9. The Independent Epicure Consultant hereby agrees not to re-package or re-label any Epicure Selections® or Victorian Epicure™ products, and not to sell Epicure Selections® or Victorian Epicure's™ products under any other name or label. The Independent Epicure Consultant further agrees not to produce, sell or use for the purpose of advertising, promoting or describing Epicure Selections® or Victorian Epicure's™ products or discount and bonus commissions structure any written, recorded or other materials which have not been approved by Epicure Selections®.

10. The Independent Epicure Consultant understands that all advertising promotional materials and media exposure must first be approved in writing by Epicure Selections®.

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11. The Independent Epicure Consultant will use only company-provided materials when representing either Epicure Selections® or Epicure Selections™ and Victorian Epicure's™ products. The Independent Epicure Consultant will make no statements, claims or warranties that are not contained in current company-provided materials. The Independent Epicure Consultant understands and agrees that Epicure Selections® may modify its Consultant Business Guide, company literature and product prices at any time. The Independent Epicure Consultant further agrees to be bound by such changes upon notification by Epicure Selections®.

12. An order for Epicure Selections® or Victorian Epicure™ product placed by an Independent Epicure Consultant (a "Sales Order"), whether from the Independent Epicure Consultant or the Independent Epicure Consultant's Downline, shall be either accepted or rejected by Epicure Selections®, at its discretion, on a timely basis. In the event that Epicure Selections® accepts a particular Sales Order, Epicure Selections® shall sell and arrange delivery of product, as ordered, to the Consultant or to another person designated by the Independent Epicure Consultant.

IV INDEPENDENT CONTRACTOR

1. The Independent Epicure Consultant hereby declares and agrees that he is an independent contractor and not an employee, agent, joint venturer or partner of Epicure Selections®.

2. The Independent Epicure Consultant understands that:

- This application does not constitute the sale of a franchise or a distributorship.
- There are no exclusive territories granted to anyone.
- No franchise fees have been paid.
- The Independent Epicure Consultant is not acquiring any interest in a security.

3. Epicure Selections® reserves the right to make elections with federal and provincial taxing authorities to simplify the collection of any sales or use tax, including the GST, HST, QST and the various provincial sales taxes levied in British Columbia, Saskatchewan, Manitoba, Ontario and Prince Edward Island. In conjunctions with these elections, Epicure Selections® will provide a reasonable suggested retail price for each of its products, and will charge, collect and remit any applicable sales tax based upon these suggested retail prices. The Independent Epicure Consultant is not bound to offer or sell Epicure Selections® products at the suggested retail price and may establish such reasonable price as the Independent Epicure Consultant shall determine.

4. Subject to the sales tax elections discussed above, the Independent Epicure Consultant is solely responsible for the payment of all applicable federal, provincial and municipal income, unemployment and other taxes and premiums, and any license requirements and fees attributable to the Independent Epicure Consultant's sales activities and earnings associated therewith.

5. Furthermore, the Independent Epicure Consultant hereby declares he is an independent contractor in regard to all laws and regulations related to health and security in the work place, as the case may be, and hereby undertakes to personally register with the relevant authorities and to pay any registration fees as may be required.

V NON DISCLOSURE, INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF DOCUMENTATION

1. The Independent Epicure Consultant acknowledges that he may receive, in the course of his work as a Consultant, confidential information pertaining to the activities, operations and business of Victorian Epicure Inc. as it pertains to Epicure Selections® and/or Victorian Epicure Inc., and that the disclosure of any such confidential information could be prejudicial to Epicure Selections® and/or Victorian Epicure Inc. and contrary to their interests.

Accordingly:

- The Independent Epicure Consultant acknowledges that all information and documentation made available by Epicure Selections® and Victorian Epicure Inc. is and shall remain their exclusive property, and agrees to respect the confidentiality of such information and not to disclose it to any person without the express written consent of Epicure Selections® or Victorian Epicure Inc., for the whole duration of the present Agreement and any renewal thereof, and will not to make any use of such information for any purpose whatsoever upon termination of this Agreement; and
- The Independent Epicure Consultant acknowledges that nothing in the present Agreement shall be construed as granting or conferring him any rights, by license or otherwise under any trade-mark, trade name, copyright, patent, know-how or other proprietary right owned or held by Epicure Selections® or Victorian Epicure Inc. (the intellectual propriety rights).
- The Independent Epicure Consultant acknowledges that the existing intellectual property rights, as well as any applications therefore, pertaining to Epicure Selections® and Victorian Epicure Inc. are the exclusive property of the latter and the Independent Epicure Consultant undertakes never to contest or infringe, directly or indirectly, any such intellectual property rights owned or claimed by Epicure Selections® or Victorian Epicure Inc.

VI NON COMPETITION

1. If the present Agreement is terminated or expires, or if the Independent Epicure Consultant ceases in any manner to act as an Independent Epicure Consultant (the "Termination"), the Independent Epicure Consultant expressly undertakes, for a period of twenty-four (24) months following such Termination, not to, for himself or for another person, directly or indirectly, perform duties or activities identical or substantially the same as those he performed while acting as an Independent Epicure Consultant, in any business that is identical to or substantially the same as and competes with any business of Epicure Selections® or Victorian Epicure Inc., in any territory in Canada in which he has acted as an Independent Epicure Consultant as of the date of Termination.

2. Furthermore, during said period and in said territory or territories, the Independent Epicure Consultant also undertakes not to solicit Customers of Epicure Selections® or Victorian Epicure Inc. or to permit the use of their name in order to solicit said Independent Epicure Customers or do anything whatsoever to induce or persuade any person to put an end to his business relations with Epicure Selections® or Victorian Epicure Inc.

3. It is understood that the purpose of the provisions contained in the two preceding paragraphs is to protect the legitimate interests of Epicure Selections® and Victorian Epicure Inc. without, however, preventing any Independent Epicure Consultant from earning his living in his trade or profession. Thus, the restrictions contained in these paragraphs, in terms of duration, geographical scope and type of work that is prohibited, are limited to the extent necessary to accomplish that purpose. However, if a court of law should decide that any of the foregoing paragraphs or any part thereof is unreasonable in view of the particular circumstances, it is understood that the scope of such paragraph or part thereof shall be reduced to a scope that is deemed reasonable by such court of law.

VII DEFAULT AND TERMINATION OF THE AGREEMENT

1. This Agreement may be suspended or terminated by Epicure Selections® upon simple notice in writing in the following cases:

- The Independent Epicure Consultant is declared bankrupt or insolvent, any assignment of his property is made, or he is placed under protective supervision;

b) The Independent Epicure Consultant becomes physically disabled to such an extent as to make him unable to perform as an Independent Epicure Consultant morally and adequately for a period of at least eight (8) consecutive months or a cumulative period of twelve (12) months during a total period of twenty-four (24) months;

c) The Independent Epicure Consultant regularly does not reach the minimal sales objectives as may be fixed from time to time by Epicure Selections®;

d) The Independent Epicure Consultant breaches his covenant contained in this Agreement or any policy contained in the Independent Epicure Consultant Business Guide.

2. If this Agreement is terminated or if the Independent Epicure Consultant voluntarily terminates this Agreement, the Independent Epicure Consultant acknowledges and agrees to forfeit all bonus commissions (as described in the Independent Epicure Consultant Business Guide) to which the Independent Epicure Consultant is entitled, but has not yet received, up to the time of Termination or resignation. If the Independent Epicure Consultant rejoins Epicure Selections®, he acknowledges and agrees that these bonus commissions will not be reinstated. If the Independent Epicure Consultant voluntarily terminates the agreement and wishes to re-join under another sponsor, the Independent Epicure Consultant further acknowledges and agrees that he will be required to wait for a period of one year from the date of his Termination prior to filing a new application.

3. The Independent Epicure Consultant is entitled to cancel this Agreement at any time and for any reason upon 60 days' notice in writing to Epicure Selections®. See Section XV below.

4. In any event where the present Agreement is terminated, the Independent Epicure Consultant hereby declares and acknowledges that under his status of Independent Epicure Consultant, he shall not be compensated in any way for the termination of the present Agreement.

VIII CONSULTANT BUSINESS GUIDE

1. The Terms and Conditions referenced in the Consultant Business Guide form part of the Consultant Agreement. The Independent Epicure Consultant hereby acknowledges and agrees to comply by such Terms and Conditions.

IX INSURANCE

1. The Independent Epicure Consultant acknowledges and agrees to subscribe to the mandatory product liability insurance provided by Epicure Selections® for its Independent Epicure Consultants. This insurance premium is included with the purchase of the first order of a new year to ensure the "active" status of the Independent Epicure Consultant

X ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties and no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing.

2. This Agreement revokes and cancels any prior agreement, verbal or written, with respect to the Independent Epicure Consultant's application to be an Independent Epicure Consultant.

3. This Agreement shall supersede any other document or agreement entered into between Epicure Selections® and the Independent Epicure Consultant in case of conflict between the provisions of the present Agreement and the provisions of any other such document or agreement, including the provisions of the Consultant Business Guide and any modification or addition thereto.

XI ASSIGNMENT

1. The Independent Epicure Consultant understands and agrees that this Agreement may not be transferred or otherwise assigned without the prior written consent of Epicure Selections® and/or Victorian Epicure Inc.

XII INUREMENT

1. This Agreement is binding upon and inures to the benefit of the parties, their heirs and successors in interest.

XIII INTERPRETATION

1. This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia, and the Laws of Canada applicable therein, and the Independent Epicure Consultant hereby elects his domicile in the judicial district of Victoria, British Columbia, Canada, for any matter referred to the Courts in relation to this Agreement.

2. If any provisions of this Agreement or its application to any person or circumstances is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

3. For the purposes of this Agreement, masculine equals feminine.

XIV LANGUAGE

1. a) The parties hereto have mutually agreed to the use of the English language in the present Agreement and for all other accessory agreements, annexes and notices relating thereto.

b) Les parties aux présentes ont mutuellement consenti à ce que la présente convention et toutes ses conventions accessoires et annexes, de même que les avis s'y rapportant, soient rédigés dans la langue française.

XV 60 DAY CANCELLATION POLICY

The Independent Epicure Consultant may **CANCEL** this transaction within **SIXTY (60) BUSINESS DAYS** from the above date. To cancel this transaction, mail, fax or deliver a signed and dated copy of this Cancellation Notice or any other written notice to 10555 West Saanich Rd., North Saanich, BC, V8L 6A8, **NO LATER THAN 11:59 PM (PT)** on the sixtieth (60th) day following the Agreement Date set forth above. The Independent Epicure Consultant may also terminate this Agreement, at any time, in the manner above.

XVI LIMITED BUY-BACK GUARANTEE

Upon cancellation of this transaction or termination of this Agreement, Epicure Selections® will buy-back any commercially re-saleable goods ("eligible products") purchased by the Independent Epicure Consultant under this Agreement, subject to a 10% restocking fee. As a condition precedent to the buy-back guarantee, the Independent Epicure Consultant shall be required to return his eligible products to Epicure Selections® by pre-paid postage and in substantially as good condition as when received, within 15 days following the cancellation of this transaction or termination of this Agreement. To exercise the buy-back guarantee, the Independent Epicure Consultant must send the eligible products, with signed and dated written notice to Epicure Selections®, to the address above within the prescribed time. Eligible products do not include goods purchased in a Starter Kit, unless the buy-back guarantee is exercised within 60 days of the original purchase date of the Starter Kit.

THE INDEPENDENT EPICURE CONSULTANT