

# Independent "Sale Consultant" agreement

I want to become a For Kids N' Me Independent Sales consultant and For Kids N' Me Inc. is granting me the right and privilege to sell For Kids N' Me products, I agree to the following terms and conditions:

## Agreement

1. I have carefully read and agree to comply with the terms and conditions of this Independent Sale Consultant Agreement and the Business Guide Policy and Procedures, all of which are incorporated into and made a part of my agreement with For Kids N' Me, and which shall be collectively referred to as the "Agreement."

## Sale of Product

2. I will present, promote and sell For Kids N' Me products in an honest and ethical manner.

3. I will exercise my best effort to maintain the reputation for quality products and service represented by the products that For Kids N' Me carries.

4. For Kids N' Me will pay me 15% commission on all sales (excluding gift cards and Sales Consultant Kit), after any discount, and before taxes and shipping.

5. For Kids N' Me has the right to discontinue products or change prices, bonuses, discounts or incentive programs at any time upon notice.

## No Purchase Requirements (other than Sales Consultant Kit)

6. I understand that there is no financial or purchase requirement to become a Sales Consultant other than the purchase of the Sales Consultant Kit. In order to familiarize new Sales Consultant with For Kids N' Me products, services, sales techniques, sales aids, and other matters, and for the sole purpose of facilitating sales, For Kids N' Me requires that Sales Consultant purchase the Sales Consultant Kit. For Kids N' Me will sell this Sales Consultant Kit to new Sales Consultant at \$200 plus applicable tax and shipping. Sales Consultant has the right to choose which Sales Consultant Kit they desire. The Sales Consultant Kit may be returned for refund as per our Return Policy found on our website like any other regular merchandize. I understand that this Sales Consultant Kit does not contain any commissionable products and they will not be able to select colors of the products included in the Sales Consultant Kit.

## Remuneration for Sale of Products & Services

7. I acknowledge that there is only one source of revenue for Sales Consultant which is the commission base on sales, after any discount, and before taxes and shipping (excluding gift cards and Sales Consultant Kit).

## Engagement as Independent Contractor

8. I understand that my Agreement for Kids N' Me does not create and is not intended to create an employer/employee relationship, agency, partnership, or joint venture between For Kids N' Me and the Sales Consultant. Rather, I acknowledge that I am engaged under the Agreement by For Kids N Me as an independent contractor, and that the terms of my legal relationship with For Kids N Me are set out in the policy section of the Business Guide. I also acknowledge that as an independent contractor, I will be generally responsible for the compliance with federal, provincial and local taxing legislation, as that legislation affects my independent business, and that For Kids N Me will be entitled to treat me as an independent contractor for purposes of the same.

9. I will not engage in any unlawful or unfair business practice or violate any applicable laws or regulations.

## No Inventory Loading/Returns

10. I am strictly prohibited from purchasing products in commercially unreasonable amounts, or provide incentive to a customer to purchase products in a commercially unreasonable amount. For Kids N' Me has the right to delay the payment of the Sales Consultant commission if any purchases are unreasonable amounts or if any part of the transaction is deemed to be suspect.

## Confidential Information

11. I will not use any proprietary or confidential information (including but not limited to customer information, financial information or information regarding other Sales Consultant) belonging to For Kids N Me during or after this Agreement. I will not solicit or persuade any For Kids N Me Sales Consultant to promote or sell the products of another direct sales company of a competitive nature of For Kids N' Me.

## Other Terms and Conditions

12. The Company reserves the right to change the Agreement at any time upon publication of the changes. My continued selling of For Kids N Me products will signify my agreement to these changes.

13. I understand that the success of For Kids N Me Sales Consultant depends on direct selling to consumers.

14. Either For Kids N Me or I may terminate this Agreement for any reason upon prior written notice to the other party. This Agreement will terminate upon my death, insolvency or bankruptcy.

15. This Agreement shall be governed by the laws of the Province of Ontario without regard to the conflict of laws, provisions and principles of such law.

16. This Agreement will become effective only when it is received by the For Kids N' Me and a confirmation email is sent to me from For Kids N' Me. It supersedes any other oral and written agreement previously made by me and For Kids N' Me.

**Applicant Information (The Sales Consultant Kit will be ship to this address)**

Legal Name: \_\_\_\_\_  
Last Name First Name Middle Name

Home Address: \_\_\_\_\_  
Street Address Suite# City Province Zip code

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail (Personal): \_\_\_\_\_ Date of Birth (DD/MM/YY): \_\_\_\_\_

Do you currently represent or consult for any other direct sales company? Yes/ No (circle) Company: \_\_\_\_\_

**Sales Consultant Kit Information**

Please send me a For Kids N' me Sales Consultant Kit at a cost of \$200.00\_\_\_\_\_ (Initial here) + Applicable taxes and Shipping.

For the intent of starting a business with For Kids N' me, and doing business as For Kids N Me Sales Consultant, charge my credit card for the entire cost: Yes / No (Circle). Please note that if you already provided your credit card on [www.forkidsnme.com](http://www.forkidsnme.com) website we will only process this application and cancel the website application.

Type of Credit Card (Visa/MasterCard): \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiry Date (mm/yy): \_\_\_\_\_

Signature: \_\_\_\_\_ Date (DD/MM/YY): \_\_\_\_\_

NOTE: The credit card entered above will become the primary card for your account with For Kids N Me. If you prefer to have a different card on record, please provide it to us via email.

**Important:**

By signing this application, I am expressing my intent to: (1) become a For Kids N' Me Independent sales consultant, (2) comply with all policies and procedures appearing in the Business Guide today and in the future. I acknowledge that I meet all qualifications of this Agreement and have read and agree to be bound by the terms and conditions outlined in this Application and Agreement. I understand that this Application and Agreement is subject to acceptance by For Kids N' Me Inc. at its sole discretion.

Legal Name: \_\_\_\_\_  
Last Name First Name Middle Name

Signature: \_\_\_\_\_ Date (DD/MM/YY): \_\_\_\_\_

**Please mail your application back to or email a scan copy at [shipping@forkidsnme.com](mailto:shipping@forkidsnme.com):**

For Kids N' Me Inc., 720 Spadina Avenue, Suite 202, Toronto, Ontario, M5S 2T9, Canada