



Consultant Agreement

CONSULTANT AGREEMENT made between Riverwood Publishers Ltd., operating as Usborne Books at Home, (the Company), located at 471 Eagle Street, Newmarket, Ontario L3Y 1K7, and

Consultant's Name _____
 Address _____
 City _____ Province _____ Postal Code _____
 Telephone _____ Fax _____
 Work Phone _____ Internet access? yes no Email _____

1. The Consultant agrees to act in her/his own time as a Selling Agent of the Company, advising on and selling the Company's products on a regular basis to the best of her/his ability.

2. The Consultant agrees to order books, maintain records, and provide a monthly report to her/his Supervisor of completed and planned activities if requested, and attend training meetings in her/his local area.

3. The Consultant agrees, in her/his capacity as a Consultant, to sell only goods authorized by the Company. The sale of any unauthorized materials at a UBAH party or event will be grounds for immediate termination.

4. The Consultant agrees that she/he is an independent contractor, at least 18 years of age (unless this agreement is signed by a parent or legal guardian), is not an employee of the Company, and therefore is responsible for remittance of any and all taxes for which she/he may be liable.

5. The Consultant agrees, if she/he wishes to sell to Schools, to complete a training program in order to qualify as a Educational Specialist. The Consultant also agrees not to represent herself/himself as an agent of Riverwood Publishers in order to sell books to schools under Riverwood's normal terms and conditions to these accounts. Any transaction between the Consultant and these Customers should be strictly between the customer and the Consultant and payment for any orders produced should be forwarded by the Consultant with the order in the normal fashion. The Consultant agrees that she/he may not sell to public libraries or bookstores on any terms.

6. The Consultant is permitted, should she/he so desire, to set up and maintain an Usborne Books at Home website. Use of the words "Usborne" or "UBAH" is not permitted to be used in any part of a domain name unless registered by or on behalf of the Company. Website addresses must be submitted to the Company and will be reviewed for content from time to time.

If the Consultant sets up and maintains an Usborne Books at Home website, then the Consultant agrees that should she/he become inactive (i.e. sales under \$500 in any 6 month period) or should this agreement terminate for any other reason, the consultant will dismantle any Usborne Books at Home website she/he has placed on the World Wide Web.

7. The Company agrees to allow the Consultant to deduct her/his own base commission, where applicable, from all her/his orders.

8. The Company agrees to provide, to the best of its ability, educational advice and training in presentation skills to enable the Consultant to provide a satisfactory service to customers.

9. The Company agrees to make available to the Consultant her/his choice of kits as specified on the current kit order form. (Kits represent approximately 50 per cent savings from the retail value.)

10. The Consultant agrees not to sell the Usborne Books at a discount off the regular retail price except as part of a promotional offer authorized by the Company. The Consultant also agrees not to sell the books at a price higher than the current retail price.

11. The Consultant shall be considered "active" providing she/he has had a minimum sales volume of \$500.00 within the previous six months.

12. Should the Consultant fail to maintain "active" status, she/he can request a probationary period of two months during which the Consultant may regain active status. If the requirements for "active" status are not met during the probationary period, the Consultant will be deleted from the Company's "active" file and will no longer receive mailings from the Company or via ubahlist. At such time, this agreement shall be null and void. Should the Consultant decide in the future to rejoin the UBAH program, a new consultant agreement and business bundle kit will be required. A nominal reactivation fee will be charged.

13. The Consultant will not assume any obligations in the name of or on account of the Company, nor accept payment from any party, of an obligation due to the Company and will not make any representations, guarantees, or warranties with respect to the products, except as are expressly authorized by the Company. The Consultant agrees to act in a professional and businesslike manner so as to promote customer interest and the best interests of the Company.

14. This agreement may be terminated at any time by either party on two weeks written notice. Should either party default in performance of any of the provisions of this agreement, or if the Consultant does anything which, in the opinion of the Company, is prejudicial to the Company's interests, this agreement may be terminated without notice.

15. I understand that the acceptance of this Agreement by UBAH does not constitute the sale of a franchise and that there are no exclusive territories granted to anyone.

16. Upon notification to its Consultants, the Company may, at its discretion, amend the UBAH Compensation Plan and/or terms of the Consultant Agreement. I agree to abide by any and all such amendments. The continuation of my UBAH business or my acceptance of commission and/or bonus cheque or other payments constitutes my acceptance of any such amendments.

I agree to act as a Consultant for Usborne Books At Home on the terms stated in this agreement:

Signed _____
 Date _____
 Sponsored by _____
 Supervisor _____
 My Business goal is: _____

 How did you hear about Usborne?
 Print Ad Internet Search
 Home Show Family/Friend
 Conference Other _____

| |
|---|
| Office Use Only |
| <i>Processed Date</i> |
| <i>Start Date</i> |
| <i>Qualifying Date</i> |
| Quick Start <input type="checkbox"/> |