This INDEPENDENT CONSULTANT AGREEMENT is made by and between Vantel Pearls International/Pearls in the Oyster, Inc. (herein after referred to as “Vantel Pearls” or the “Company”) and the person named in the application being submitted to become a Direct Sales Consultant of the Company (hereinafter referred to as “You” and "Your" or “Consultant”).

You are entering into this Agreement as a result of Your desire to become a direct sales consultant for the Vantel Pearls product line (“Direct Sales Consultant”). Therefore, in consideration of such desire and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and You hereby agree as follows:

1. Engagement of Services. Subject to the terms and conditions of this Agreement, the Company hereby agrees that You will be a Direct Sales Consultant to the Company. You confirm that You are a legal citizen or permanent resident of the USA and are of legal age in Your state of residency, to engage in this agreement with Your own legal name and not be a Corporation, Sole Proprietorship, Partnership, Limited Liability Corporation, Limited Liability Partnership or other entity such as groups of individuals.

2. Scope. During the term of this Agreement, You agree 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. You are 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 You are fulfilling Your duties under this Agreement. You further agree to provide Your own vehicle, insurance, communications and tools necessary to perform the duties listed below.

3. Policies and Procedures Manual and Compensation Plan. You have carefully read and agree to comply with the Vantel Pearls Policies and Procedures Manual and Compensation Plan, which are incorporated into and made part of this Independent Consultant Agreement. As consideration for entering into this Agreement, as well as the services to be performed hereunder, the Company will pay to You compensation as set forth in the Vantel Pearls Policies and Procedures Manual and Compensation Plan. To receive such payments, You must be in "Good Standing" as defined in the Vantel Pearls Policies and Procedures Manual and Compensation Plan and You must not otherwise be in violation of this Agreement. You are 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, You agree that You shall perform Your duties and all activities as a Direct Sales Consultant to the Company in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan.
4. INDEPENDENT CONTRACTOR RELATIONSHIP. YOU ARE 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 YOU AS A DIRECT SALES CONSULTANT, BUT YOU SHALL DETERMINE THE MEANS, METHOD AND MANNER BY WHICH YOU ACCOMPLISH 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 YOU HERUNDER, FICA OR TAXES OF ANY KIND, UNLESS SUCH WITHHOLDING BECOMES LEGALLY REQUIRED. AS AN INDEPENDENT CONTRACTOR OF THE COMPANY, YOU ARE 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, PAID HOLIDAYS, PENSION, PROFIT SHARING, OR SOCIAL SECURITY CONTRIBUTIONS ON ACCOUNT OF YOUR SERVICES TO THE COMPANY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE USE OF THE WORD “COMPENSATION” IN THIS AGREEMENT OR IN ANY OTHER COMPANY DOCUMENT IS NOT TO BE INTERPRETED IN ANY WAY AS BEING INDICATIVE OF EMPLOYEE STATUS.

5. Rights, Responsibilities and Duties.

   a. You will have the right to offer Company products for sale in accordance with the Vantel Pearls Policies and Procedures Manual and Compensation Plan.
   b. You 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, You 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 You recruit and who become Direct Sales Consultants are referred to as your “downline” Consultants.
   c. You will train, provide leadership and motivate the Consultants in Your downline organization.
   d. You 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.
   e. 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.
   f. 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 Consultants’ 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.

g. 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.

h. Consultants are required to keep an accurate record of the oysters they are holding on consignment. Vantel Pearls 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.

i. Consultants shall only sell oysters in connection with Vantel Pearls’ jewelry and Vantel Pearls products.

j. 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. You agree to purchase the Vantel Pearls Starter Kit for $99. You understand that the Starter Kit is not commissionable. You agree that for all items purchased within one year before Your termination of this Agreement, You 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. You may subscribe* to the monthly Technology Support subscription that provides support tools for You and Your customer to ensure the easiest online buying experience. The Technology Support Fee includes:

   a. A Replicated Website that supports order processing for Your orders and provides a place for new recruits to enroll to join Your team
   b. A monthly e-Newsletter sent by Vantel Pearls to Your customers on Your behalf
   c. *The Technology Support Fee is $12.95/month. This fee is waived for Your first three months.

8. Intellectual Property. You agree not to use the Company’s intellectual property, including and without limitation, the Company’s trademarks, copyrights, trade names, trade dress, designs, images or

9. Amendments to Company Documents. By assenting to this Agreement, You agree and understand 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 Consultants via email. Amendments will become effective upon publication or specifically stated effective date. Continuation of Your activities as a Consultant for Vantel Pearls or Your acceptance of compensation shall constitute Your acceptance of any and all amendments.

10. INDEMNIFICATION. YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AFFILIATES 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 RESULTING IN LOSS OR DAMAGE TO THE COMPANY, ITS PROPERTY OR ASSETS, OR TO ANY OTHER PERSON OR PROPERTY.

11. Compliance with Laws. You shall comply with:
   a. All federal, state and local laws; and
   b. All other standards imposed by the Company on the conduct of Consultants.

12. Promotional and Advertising Release. You agree that Vantel Pearls may use your personal information, including without limitation, your name, likeness, photograph or personal story in the Company's promotional or advertising materials without compensation or remuneration to You.

13. Force Majeure. Any delay in or failure of performance by the Company or You 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 or You, 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 or You, as the case may be.

14. Termination. The Company or You may, with or without cause, terminate this Agreement at any time upon written notice to the other party. Upon termination, Oysters on consignment must be accounted for and returned to the Company within 5 days. If the Company or You elects to terminate this Agreement for any reason, You understand that You will permanently lose all rights as a Consultant. You shall not be eligible to sell Vantel Pearls products nor shall You be eligible to receive commissions, bonuses, incentives, or other income resulting from the activities of Your former downline organization. In the event of cancellation or termination, You waive all rights You have, including but not limited to property rights to Your former customers and downline organization and to any bonuses, commissions, incentives, or other remuneration derived through the sales and other activities of Your former downline organization. You understand that if You are in breach, default or violation of this Agreement at the time of termination, You shall not be entitled to receive any further bonuses or commissions, 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.

15. **Non-compete.** 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.

16. **Non-Solicitation.** In consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one year thereafter, You shall not directly or indirectly, on your own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Consultant to terminate or alter his or her business relationship with Vantel Pearls.

17. **Confidential Information.** During the term of this Agreement, You may have access to information related to Vantel Pearls’ business, including:

   a. Information about the Company’s customers (including those to whom You have made sales);
   b. Information about the Company’s other Consultants (including those in Your downline); and
   c. Information about the Company’s products, policies, procedures and compensation plans. All of these types of information are owned by the Company and are defined as “Confidential Information.” You will use Confidential Information exclusively for the purpose of Your representation of Vantel Pearls, and for no other purpose. Upon termination of this Agreement, You shall return to the Company all copies of Confidential Information in Your possession, custody or control.

18. **Non-Disparagement.** During the term of this Agreement, You shall not make disparaging statements to persons not affiliated with the Company about the Company or its products, business opportunity, employees, officers, directors or Consultants.

19. **Miscellaneous.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this agreement, including all documents incorporated herein by reference, embody the whole agreement between You and the Company and supersedes any prior agreements,
understanding and obligations between You and the Company concerning the subject matter of Your relationship with the Company.

20. Jurisdiction, Governing Law and Dispute Resolution. The formation, construction, interpretation and enforceability of this Agreement shall be governed by and interpreted in all respects under the laws of the Commonwealth of Massachusetts without regard to any rules related to conflict of laws. All disputes and claims relating to the Company, the Consultant, this Agreement, 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 You request it, in the nearest city to Your residence in which the American Arbitration Association has an office, 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 You wish 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 Your 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 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. Indemnification/Offset. As a Consultant, You indemnify and hold harmless Vantel Pearls and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys’ fees) incident to Your:

a. Activities as a Consultant including, without limitation, any unauthorized representations made by You;

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. Vantel Pearls shall have the right to offset any amounts owed by you to Vantel Pearls (including without limitation) the repayment of commissions as a result of product returns and/or cancellations.

22. Cumulative Remedies/Waiver. All rights, powers and remedies given to Vantel Pearls are cumulative, not exclusive, and in addition to any and all other rights and remedies provided by law. No failure or delay of Vantel Pearls to exercise any power or right under this Agreement or to insist upon strict compliance by You with any obligation or provision shall constitute a waiver of Vantel Pearls’ right to demand exact subsequent compliance therewith. Waiver by Vantel Pearls can be effective only in writing by an authorized officer of Vantel Pearls.
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. **Waiver.** Any waiver or breach of any of the terms of this Agreement shall not operate as a waiver of any other breach of such terms or conditions, nor shall any failure to enforce any provisions hereof operate as a waiver of such provision or any other provision hereof.

25. **Assignment.** This Agreement is a personal independent contractor agreement and the rights and interests of You hereunder may not be sold, transferred, assigned or pledged. The Company may assign its rights under this Agreement to:
   a. Any entity into or which the Company is merged or consolidated or to which the Company transfers all or substantially all of its assets; or
   b. Any entity, which at the time of such assignment, controls, is under common control with, or is controlled by the Company.

26. **Section Headings.** The section headings in this Agreement have been inserted for convenience and shall not be used for interpretive purposes or to otherwise construe this Agreement.

27. **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.

   PLEASE PRINT AND SAVE A COPY OF THIS DOCUMENT FOR YOUR RECORDS.