



THERMOMIX® INDEPENDENT CONSULTANT HANDBOOK

*These guidelines come into force as of **March 1, 2023***

This version incorporates and supersedes all previous versions of both the Consultant Handbook and the Team Leader Handbook.

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1. THE CONSULTANT HANDBOOK

VORWERK, LLC (“VORWERK” or “we” or “us” or “our”) is committed to providing our Independent Consultants (hereinafter referred to as “Consultant” or “Consultants” or “Independent Consultant” or “you” or “your”) with an opportunity to build a successful business.

This Consultant Handbook (“Handbook”) is an essential part of our relationship with you. It provides guidelines for conducting your Independent Consultant business. It is our expectation that you will review this Handbook in its entirety so you’re able to understand and implement the necessary steps to maintain good standing with VORWERK throughout your Independent Consultant career. For purposes of this Handbook, the terms “Welcome Kit,” “Consultant,” “Consultant Handbook,” “Consultant Obligations,” “Commission,” “Commission Plan,” “Commission Statement,” “Confidential Information,” “Customer,” “Customer Order,” “Full Payment,” “Sale,” “Territory,” and “Training” have the same meaning as those identified in the Independent Consultant Agreement.

Please note that this Handbook, in its entirety is incorporated into the Independent Consultant Agreement by reference, and we reserve the right to amend this Handbook, and any section thereof from time to time in our sole and absolute discretion. In such case, we will provide you with 30 days’ written notice before such amendment becomes effective, except in the case of minor administrative changes.

2. BECOMING AN INDEPENDENT CONSULTANT

To become an Independent Consultant, you must: (i) be an individual (and not a business entity) that is 18 years of age or older; (ii) be authorized to work in the U.S.; (iii) register through our registration portal; (iv) have and provide your Social Security Number and banking information during the registration process; (v) agree to the terms of our Independent Consultant Agreement during the registration process; (vi) purchase a Welcome Kit, if required during registration; and (vii) already own or have previously purchased or be registered to earn the current U.S. Thermomix® model, along with all accessories.

Each Independent Consultant Agreement is entered into with one person only. We do not allow shared Independent Consultant accounts. Moreover, please note that an Independent Consultant may not Recruit another member of their immediate family (spouse, parents, siblings, and children, regardless of where they live) or those living in the same household to become an Independent Consultant.

Following your registration, you must complete our product and Independent Consultant business training prior to the start of your business.

As an Independent Consultant, you will be eligible to: (i) participate in our Commission Plan; (ii) qualify for incentives, promotions, awards, and trips (if applicable); (iii) receive periodic materials / VORWERK created content to assist in the promotion and advertisement of your Independent Consultant business and our products; (iv) access to our monthly “meetings;” and (v) invitations to participate in sponsored support trainings, motivational sessions, etc.

3. THE THERMOMIX INDEPENDENT CONSULTANT BUSINESS MODEL

The Thermomix appliance is best experienced in person. Our Independent Consultant business model focuses on person-to-person connections and Customer experiences. A personal approach allows you to focus on a Customer and his/her respective needs. Each and every Independent Consultant must approach every interaction with a prospective Customer or Customers, as an opportunity to demonstrate our shared principles:

- A Stubborn Commitment to the Highest Quality
- Designed for Human Connection
- Our Family Company takes the Long View
- We Create Opportunity



- Fostering an Openness to Innovate

We highly recommended that each Customer is offered a Cooking Experience (otherwise known as a product demonstration before a Sale), a Get Cooking Session (otherwise known as a product demonstration as part of the Sale) and is invited to a Cooking Class. Keep in mind that the Sale of each Thermomix appliance includes a product demonstration. If your Customer requests a demonstration, you will be expected to provide a Cooking Experience and/or a Get Cooking Session.

- A Cooking Experience provides the initial opportunity to personally introduce the Thermomix to Customers and help them envision the endless possibilities of daily use in their home.
- A Get Cooking Session allows the proud owner to get better acquainted with his/her Thermomix and share the reasons why he/she bought the Thermomix with his/her family, friends, and colleagues. [Remember that a Customer that regularly uses the Thermomix will be a great source of future referrals.]
- A Cooking Class helps Customers along their cooking journey.

Remember that as an Independent Consultant, you are **not** an employee of VORWERK. You are a self-employed business owner. For that reason, you must conspicuously identify yourself as a Thermomix Independent Consultant in all forums in which you promote your Independent Consultant business.

4. YOUR THERMOMIX BUSINESS - CODE OF CONDUCT

The reputation and success of VORWERK and the Thermomix brand is based on the premise of the honorable salesperson providing products and services of excellent quality that exceed a Customer's needs and expectations.

We expect every Independent Consultant to conduct themselves and their independent business in a manner that upholds the highest standards of the Thermomix brand. While it is not possible to provide an all-inclusive list of behaviors that align with the high standards of the Thermomix brand, you should recognize that the below list embodies our high standards and expected Code of Conduct.

You should be aware that if you do not comply with our Code of Conduct, your behavior will be seen as misconduct and will result in a notice of non-compliance and/or, where appropriate, termination of your Independent Consultant Agreement.

a. Serve Your Customers in a Professional Manner

As an Independent Consultant, you must hold yourself to the highest standards of service to both your Customers and other Independent Consultants. Every Customer interaction should provide clear, complete, and understandable information. It is important that you ensure that Customers understand all the safety guidelines for using the Thermomix.

When interacting with Customers, be mindful of different points of view, while always behaving professionally and acting in good faith.

b. Act Ethically and Honestly

You are expected to conduct yourself in a professional, lawful, and ethical manner at all times and are not to engage in any activity that could damage VORWERK's good reputation, unlawfully interfere with any other Independent Consultant's business or otherwise create legal liability for VORWERK or other Independent Consultants. Below is a list of behaviors that fall outside the level of professional, ethical, or honest conduct expected of Independent Consultants:

- Sexual harassment.
- Verbal abuse.



- Racial, religious, gender or sexual orientation discrimination, intolerance or abuse.
- Any activity that advocates, promotes or incites hatred, violence or discrimination in any form.
- Accusations regarding fellow Independent Consultants made without a good faith belief in the truth of the matter stated.
- Fraudulent, misleading, unfair or deceptive conduct.
- Failure to cooperate / failure to respond to emails or phone calls from VORWERK, and/or failure to provide any information requested by VORWERK, including, if applicable, a valid Social Security Number.

Treat your business like any other prestigious enterprise and fulfill the commitments you have made to your Customers, fellow Independent Consultants, and to VORWERK.

c. Make Accurate Product Claims

You must ensure that only official product claims are made, such as those set out in VORWERK provided / published materials, without adding to or withholding information from those claims. Never engage in dishonest, deceptive, or misleading behavior in conjunction with your Independent Consultant business, or make any false, deceptive, misleading, or incorrect claims about the Thermomix appliance. Making product claims that are untrue or exaggerated (e.g., “you can cook anything in it!”) will undermine Customer rapport building and may result in the incorrect or unsafe use of the Thermomix.

If in doubt, you must not make a product claim that you are unsure of. Instead, you should consult with your respective Team Leader, Branch Manager, or email any questions you may have to service@thermomix.us.

d. Recruit Responsibly and Don't Make Income Claims

When discussing our Independent Consultant opportunity with other Independent Consultants or potential Consultants, you must not make any projections, claims, or estimates regarding such other Independent Consultants' potential or guaranteed income or disclose your own Independent Consultant income (including showing your commission statements, bank statements, tax records or other such documents).

Any amount earned by an Independent Consultant is based only on the sale of the Thermomix appliance and not on the mere act of recruiting other Independent Consultants.

Lifestyle claims (e.g., my Independent Consultant opportunity allowed me to leave my office job or purchase a new car) are considered to be equivalent to income claims. Similarly, hypothetical income examples that are used to explain the operation of the Commission Plan are also considered to be analogous to income claims. Consultants may, however, make lifestyle claims or provide hypothetical income examples only if the following conditions are met: (i) the information must be accurate and not misleading; (ii) the level of effort required to achieve the results described must be fully detailed; (iii) claims of potential or guaranteed income may not be made; (iv) actual earnings may not be disclosed, (v) hypothetical income examples must be clearly indicated as such; and (vi) the Income Disclosure Statement must be provided in all instances.

e. Advertise and Promote Only the Current Retail Price

Your role as an Independent Consultant is to promote the sale of the Thermomix appliance, and not actually purchase it for resale. Keep in mind that you may only promote the current retail price of any product, as specified in our eShop at <https://shop.thermomix.com/>. Offering a gift to Customers if they purchase through your Consultant ID is prohibited. The offering of a purchase promotion or any other offer (of any type, other than our advertised product bundles, promotions, or programs) is unethical and unacceptable.

f. Advertise, Promote, and Sell Only Through Authorized Channels of Distribution

Independent Consultants that advertise their business, must engage in advertising and marketing activities directed to Customers, potential Customers, or potential Independent Consultants in ways that comply with this Handbook, as well as all applicable federal, state, regional and local laws, rules and regulations, and any applicable platform terms, rules or guidelines. This includes, without limitation, compliance with all laws (including privacy), rules and



regulations concerning email, SMS/text, and phone calls. Independent Consultants should consult their own legal counsel for any questions about their compliance obligation.

- **Third-Party Internet Sites** - You are strictly prohibited from either directly or indirectly promoting or selling our products, through any third-party internet sites (e.g., eBay, Amazon, Craigslist, Facebook Marketplace, etc.). All product Sales must be processed on our eShop (<https://shop.thermomix.com/>).

- **Mass Media Advertising** - As a matter of fairness to all our Independent Consultants, you are not permitted to advertise our products or the Independent Consultant business opportunity on television, radio, billboards, national print, through mass mailings, or through channels otherwise deemed inappropriate by VORWERK. Subject to the below limitations regarding the use of any VORWERK trademark and copyright, Independent Consultants are permitted to advertise in their local newspaper, community newsletters, church bulletins/newsletters, local opportunities, local business directories, and through their local Chamber of Commerce provided the advertisement does not exceed \$400 USD value (per activity). If an advertisement is placed in a newsletter, bulletin, newspaper, or other directory, the advertisement must clearly indicate that the opportunity being presented is that of an independent contractor as a Thermomix® Independent Consultant.

- **Search Engines, Keywords, and Meta-Tags** - You agree to cooperate with our efforts in boosting the search rank of our search engine results by not competing with us for branded keyword terms and phrases, including but not limited to “Thermomix,” “Cookidoo,” “Cook-Key,” and “TM6.” Independent Consultants may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any VORWERK trademark or any term containing any VORWERK trademark as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link in both global and local markets.

- **Personal Website and Social Media** - You are encouraged to promote / market your Independent Consultant business through your website and social media channels (e.g., Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc.) and forums. Keep in mind, however, that you are personally responsible for your postings and all other online activity that relates to VORWERK, the Thermomix products, etc. Your activity in these channels and forums is subject to the limitations set forth below with respect to VORWERK trademarks, as well as the following:

- You clearly identify yourself as an Independent Consultant.
- You must avoid inappropriate conversations, comments, images, video, audio, applications, or profane, discriminatory, or vulgar content. The determination of what is inappropriate is at our sole discretion, and offending Consultants will be subject to disciplinary action.
- You may not promote yourself or your Independent Consultant business on any official THERMOMIX USA social media channel.
- If you provide testimonials on social networking sites and otherwise on the internet you are responsible for ensuring that your testimonials comply with all applicable laws and regulations.
- You cannot make any specific income claims.
- You may describe, in general terms, the positive impact of a Thermomix on your lifestyle or positive results to your health and well-being.
- Your postings must be true and transparent, as they relate to Thermomix products and your information and/or credentials.
- Your postings must respect the privacy of others.
- You must not engage in gossip or advance rumors about individuals, our products or competitive products or services.
- You must comply with any applicable platform terms, rules, or guidelines. This includes ensuring that your postings are truthful and accurate and that any legally required disclosures are made in compliance with applicable law. Report non-compliant posts to service@thermomix.us.
- Your postings must be consistent with the standards / Code of Conduct mentioned in this Handbook.

g. Use VORWERK’s Trademarks & Copyrights Only as Permitted

- **Ownership** - VORWERK (and its affiliates) is the sole and exclusive owner of all rights, title, and interest in the “VORWERK,” “THERMOMIX,” “COOK-KEY,” “COOKIDOO,” and “TM6” trademarks and content, including related intellectual property (e.g., copyrights) and proprietary rights subject only to the limited and non-exclusive license granted to Independent Consultants. Independent Consultants shall not acquire or claim any rights in any

VORWERK trademark.

- **License** - During the term of your Independent Consultant Agreement, and subject to your full compliance of this Handbook, you will have a non-transferable, non-exclusive right to use the VORWERK trademarks solely to promote our products (subject to the restrictions listed herein) and to indicate that you are a Thermomix® Independent Consultant, so long as the name always starts with a capital letter and is in the same typeface as the surrounding text.

- **Restrictions** - To protect the VORWERK trademarks, you are **not** permitted to:
 - Use any VORWERK trademark or materials in connection with any other services, businesses, or opportunities other than your Consultancy.
 - Use any trade name or business name in connection with your Consultancy that includes any VORWERK trademark.
 - Use any social media name in connection with your Consultancy that includes any VORWERK trademark, or any mark that is confusingly similar to, or variation, deviation or derivative of, any VORWERK trademark (e.g., “Thermi” or “Thermo”).
 - Use an email address in connection with your Consultancy that includes any VORWERK trademark, or any mark that is confusingly similar to, or variation, deviation or derivative of, any VORWERK trademark (e.g., “Thermi” or “Thermo”).
 - Use or register any domain name that includes any VORWERK trademark.
 - Use, attempt to register, or register any mark confusingly similar to, or variation, deviation or derivative of, any VORWERK trademark (e.g., “Thermi” or “Thermo”) in any class of products or services anywhere in the world.
 - Use or register any mark that includes any product names used by VORWERK (e.g., TM, TM5 or TM6).
 - Use any VORWERK trademark in connection with any products other than the genuine VORWERK products.
 - Combine any VORWERK trademark with any other brand’s tagline, trademark, image, logo, or other intellectual property.
 - Modify any VORWERK trademark or content or materials.

- **Provided Materials** – During the course of your Consultancy, VORWERK will provide you with marketing materials and business supplies for use in promoting our products and the Independent Consultant Business. These materials are available through the Consultant Lounge. If you have particular needs for marketing materials or business supplies that are not available from us, you may submit suggestions to our Marketing Department at service@thermomix.us. We, however, are under no obligation to provide specially requested marketing materials or business supplies.

The below policies apply to Independent Consultant-created marketing materials:

- Independent Consultants are not permitted to add VORWERK trademarks to any items or merchandise.
- Independent Consultants may not create their own materials, documents, flyers, or invitations (that incorporate the VORWERK trademarks or copyrights) to advertise or promote our products or the Independent Consultant business.
- VORWERK created videos must be re-posted in their entirety and may not be modified in any way.
- Independent Consultants may post personal videos or their own photos or video clips to share their own story, so long as the videos do not include or incorporate the VORWERK trademarks or materials.
- Independent Consultants may not create videos that combine personal material with VORWERK trademarks or materials.

h. Protect Consumer Privacy

As an Independent Consultant, you will get access to consumer data. We will grant you access to the data related to the Customer Orders placed under your Consultant ID. You may also acquire data through your advertising and promotional practices. Regardless of how you acquire access to consumer data, you are personally responsible for your use and any other means used to safeguard this data.

5. OTHER BRANDS

Promotion of or recruitment for other direct sales companies may negatively impact the Thermomix brand. While you may sell and promote other brands and/or products, you may not do so in association with Thermomix products, even temporarily, in order to protect the Thermomix brand, unless you have received prior written approval from VORWERK.

In order to provide the best experience to all Customers and maximize the opportunity to sell, during a Thermomix product demonstration you may only present VORWERK products and no other products.

a. Competitor Comparisons

Comparing VORWERK with other companies operating in the same product sector may undermine the principles of fair competition. We recommend speaking only about the benefits of our products rather than discussing other companies' products.

When you express opinions, whatever the subject may be, you must do so on a personal basis, without ever giving the impression that you have been given the authority to speak or act on behalf of VORWERK

b. Competitive Businesses

During the term of your Independent Consultant Agreement, any Independent Consultant that also promotes, markets, or sells the products, services, or programs offered by any other direct selling business, regardless of whether the products, services, or programs are related to the Thermomix appliance or its recipes or whether they compete with VORWERK, will not be eligible to become a Team Leader or above. The reason being that information made available to Team Leaders and above may reveal sensitive or proprietary information concerning VORWERK, its products, Independent Consultants, and/or Customers.

6. INSURANCE

An Independent Consultant is encouraged to maintain public liability insurance that will remain in effect at all times. VORWERK is not an insurance provider and cannot answer questions about individual insurance policies provided to Independent Consultants by other companies, whether this is related to their Independent Consultant business activities or otherwise.

If you are looking for an insurance provider that covers direct sales activities, coverage may be obtained from PRO Insurance Managers, Inc. via their website <http://www.pro4.us/thermomix.asp>. VORWERK is not affiliated with PRO Insurance Managers, Inc. and any insurance coverage purchased is the sole responsibility of each Independent Consultant. VORWERK does not receive any benefits from insurance providers that cover Independent Consultants.

7. TERMINATION AND REINSTATEMENT

a. Termination

Your Independent Consultant business may terminate for any reason by us or by you, as described in the Independent Consultant Agreement.

b. Effect of Termination

Upon any termination or voluntary resignation, for any reason, you must discontinue using our trademarks / names (i.e., VORWERK, THERMOMIX, COOK-KEY, COOKIDOO, TM6, etc.), and all VORWERK's intellectual property, and all derivatives of such intellectual property, in postings on all Social Media platforms, websites, or other promotional material.



More importantly, as of the effective date of your termination / resignation, all licenses granted to you as an Independent Consultant, if any, shall automatically terminate and you shall no longer have any right, claim, or opportunity to represent yourself as an Independent Consultant, or receive any commissions, bonuses, incentives, awards, etc. from Sales that are received following the effective date of your termination / resignation, regardless of whether associated with your Consultant ID or those in your team (if you serve as a Team Leader, etc.).

Damages of any kind solely as a result of terminating your Independent Consultant Agreement in accordance with the terms set forth herein, and termination of the Independent Consultant Agreement will be without prejudice to any other right or remedy under the Independent Consultant Agreement or applicable law.

c. Reinstatement

An Independent Consultant who voluntarily resigns, but wishes to be reinstated, may be eligible for reinstatement after six (6) full commission periods have passed, so long as the Consultant:

- Re-registers as an Independent Consultant using the same email and account as previously used;
- Completes all steps of the current registration process, including all required training;
- Purchases the current Welcome Kit, if required during registration; and
- Has not previously been reinstated in the past 6 calendar months.

An Independent Consultant who is terminated may be eligible for reinstatement, in our sole and absolute discretion, but in no event before six (6) full commission periods have passed. In the event of reinstatement, all of the above reinstatement criteria must be satisfied.

In addition, a reinstated Independent Consultant is not eligible for the following:

- Any rewards exclusive to a first time Independent Consultant upon registration or in an initial activation program (e.g., Smart Start), unless otherwise stated during registration.
- A continuation of the Independent Consultant's Lifetime Sales.

The Recruiter/Sponsor of a reinstated Independent Consultant will not be eligible for the following:

- Recruitment Bonus upon the Independent Consultant's first or subsequent Sales.

The Team Leader of a reinstated Independent Consultant will not be eligible for the following:

- New Consultant Development Bonus upon the Independent Consultant's first or subsequent Sales.

8. QUESTIONS

Immediately refer any questions you may have (or any Customer questions you cannot answer) to your Team Leader, Branch Manager, or service@thermomix.us.