



B E L L A G R A C E

Bella Grace™ Ambassador and Influencers Terms & Policies

Updated January 23, 2023

1. **The Agreement.** The term “Agreement” collectively refers to these Terms and Policies, the Bella Grace Compensation Plan, the Arbitration & Dispute Resolution Policy, and the Bella Grace Business Entity Addendum (the Business Entity Addendum is only applicable to Ambassadors and Influencers who enroll as a business entity), in their current form and as may be changed in the future. Independent Ambassador or Influencers shall be referred to herein as “Ambassadors” and “Influencers,” respectively. Bella Grace USA, Inc. shall be referred to as “Bella Grace” or the “Company.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
2. **Ambassador’s Rights.** As an independent Ambassador for Bella Grace, you have the rights to:
 - solicit orders for Bella Grace products;
 - to sell Bella Grace products;
 - to participate in Bella Grace’s rewards plan if you qualify; and
 - to enroll new Ambassadors or Influencers and build a sales organization.
3. **Influencer’s Rights.** As an independent Influencer for Bella Grace, you have the right to:
 - Solicit orders for Bella Grace products;
 - to sell Bella Grace products;
 - Earn Customer Commissions for products purchased by your customers.
4. **Adherence to the Agreement.** Ambassador or Influencers must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your Virtual Office. You must review the Terms and Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your Bella Grace Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Bella Grace.
5. **Changes to the Agreement.** The Company reserves the right to change the Agreement as reasonably necessary. Changes shall be effective 30 days after notice of the changes and publication of the notice in each Ambassador or Influencers’ Virtual Office, but changes shall not apply retroactively to conduct that occurred prior to the effective date of the changes. If you do not agree to any changes, your recourse is to cancel your Bella Grace Agreement.

6. **Independent Contractor Status.** Ambassadors or Influencers are independent contractors and not employees, partners, legal representatives, or franchisees of Bella Grace, Inc. Ambassadors or Influencers are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. AMBASSADORS AND INFLUENCERS SHALL NOT BE TREATED AS A BELLA GRACE EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. Bella Grace is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Ambassador or Influencers' compensation. Ambassadors or Influencers are not entitled to workers compensation or unemployment security benefits of any kind from Bella Grace.
7. **Assignment of Rights and Delegation of Duties.** Neither Ambassadors, Influencers, nor Bella Grace shall assign their rights nor delegate their duties under the Agreement without the prior written authorization of the other Party. Notwithstanding the foregoing, if the assets of Bella Grace, or a controlling ownership interest in Bella Grace, is transferred to a third party, Bella Grace may assign its rights and delegate its duties and obligations to all Ambassadors or Influencers under the Agreement to such third party as part of the transfer and need not obtain Ambassadors or Influencers' prior written authorization.
8. **Waiver.** Any waiver by a Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
9. **Waiver of Right of Publicity.** Ambassador or Influencers grant Bella Grace an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Ambassador or Influencers waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.
10. **Minimum Age.** Persons under age 18 may not be an Ambassador or Influencer with Bella Grace. An Ambassador shall not knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18.
11. **Severance.** If any provision of the Agreement, in its current form or as changed in the future, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Ambassador or Influencers against Bella Grace shall not constitute a defense to Bella Grace's enforcement of any term or provision of the Agreement.
12. **Term and Renewal of a Bella Grace Business.** The term of this agreement is one year (subject to prior cancellation pursuant to the Terms and Policies). It will automatically renew upon payment of your annual renewal fee at which time your account will be considered "Active" for one year. Bella Grace reserves the right to terminate all Ambassador or Influencers Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. A participant in this multilevel marketing program has a right to cancel at any time, regardless of

reason. Cancellation may be submitted in writing to the company at its principal business address or via the Ambassador or Influencers' Virtual Office.

13. **Maryland Residents:** A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.
14. **Puerto Rico Residents:** You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation may be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.
15. **General Conduct. Ambassadors or Influencers** shall safeguard and promote the good reputation of Bella Grace, its business and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral, and controversial conduct or practices, and must exhibit high moral character in their personal and professional conduct. Ambassador or Influencers shall not engage in any act or omission that could reasonably be foreseen to damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that violates this provision, and the following list is not a limitation of prohibited conduct, the following examples are representative of conduct that violates this Policy:
 - Making statements are deceptive, untruthful, unfair, or misleading;
 - Making any implied or express representation that any state or federal government official, agency, or body has approved or endorses Bella Grace, its program, or products;
 - Engaging in criminal or fraudulent conduct in business or in one's personal or business capacity that could reasonably be foreseen to damage the Company's reputation or the culture that exists within the field sales force;
 - Engaging in conduct in one's personal or business capacity that can reasonably be interpreted as constituting harassment, intimidation, discrimination, bullying, is predatory, abusive, obscene, humiliating to others, or conduct that threatens violence;
 - The unwanted disclosure of a third-party's personal information;
 - Publicly promoting a social, political or religious agenda that could reasonably be foreseen as controversial.
16. **Social Media.** In addition to meeting all other requirements specified in these Terms & Policies, should an Ambassador or Influencer utilize any form of social media in connection with her Bella Grace business, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, TikTok, or Pinterest, the Ambassador or Influencer agrees to each of the following:

- Ambassador or Influencer is responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control.
- Ambassador or Influencer shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party. No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Ambassador or Influencers' Bella Grace replicated website, Bella Grace's corporate website or an official Bella Grace corporate social media page.
- It is each Ambassador or Influencers' responsibility to follow the social media site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by an Ambassador or Influencer that is used to discuss or promote Bella Grace's products, or the Bella Grace opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than Bella Grace.
- During the term of the Agreement and for 12 calendar months after the cancellation of an Ambassador or Influencer's business for any reason, an Ambassador or Influencer or former Ambassador or Influencer shall not take any action on any social media site on which they discuss or present, or have discussed or presented, Bella Grace's products or the Bella Grace business that may reasonably be foreseen to draw an inquiry from Bella Grace's Ambassadors, Customers or Influencers relating to the Ambassador or Influencer or former Ambassador or Influencer other direct selling business activities or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 25.
- If an Ambassador or Influencer creates a business page on any social media site to promote or relates to Bella Grace, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than Bella Grace and its products. If the Ambassador or Influencer's Bella Grace business is canceled for any reason or if the Ambassador or Influencer becomes inactive, the Ambassador or Influencer must deactivate the page.
- Ambassador or Influencer shall respect the privacy of other social media users. Ambassador or Influencer shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming or bullying others.

17. **Ambassador or Influencer Websites, Mobile Applications and Collateral Sales Tools.** Ambassador or Influencer may create their own websites or mobile applications, and other collateral sales tools to promote their Bella Grace business or Bella Grace's products and services (websites, mobile applications and collateral sales tools shall be collectively referred to as "Tools." All Tools must comply with all of the Company's Terms & Policies. In addition, each of the following applies to Tools:

- Any external website (or mobile app) must be directed to the Ambassador or Influencers' replicated website to process sales and/or enrollments (see section 18 for Online Sales & Third-Party Website Restrictions as it relates to selling trials and samples of Bella Grace products);

- Tools must clearly and conspicuously identify the Ambassador or Influencer who is using the Tools and must clearly and conspicuously disclose that he/she is a Bella Grace Independent Ambassador or Influencer, and that the Tools are not supplied by Bella Grace;
- Upon cancellation of an independent Ambassador or Influencer's Bella Grace business for any reason, the former Ambassador or Influencer must immediately discontinue using the Tools and/or making them available to other Ambassadors or Influencers;
- Tools must exclusively promote Bella Grace's products and Bella Grace's opportunity;
- Tools must comply with all provisions of Bella Grace's Terms & Policies.

Bella Grace may, if it wishes, make the Tools available to all Ambassadors or Influencers. The Ambassador or Influencer who developed the Tool(s) waives all claims to remuneration for such use and grants Bella Grace an irrevocable license to use the Sales Tools free of charge and to allow Bella Grace to provide the Tools to other Ambassadors or Influencers free of charge as the Company deems appropriate.

18. **Online Sales & Third-Party Website Restrictions.** An external website must only facilitate the entry into a Bella Grace Replicated Website. Ambassadors & Influencers may not stock and sell Bella Grace products online with the exception of personal products used for trials and samples. Ambassadors may not use Bella Grace products in an attempt to facilitate their Bella Grace business environment as a drop shipping model. All enrollments must be processed through an official Bella Grace replicated website.

eBay/Online Auctions. A Bella Grace Ambassador, Influencer, or Customer may not advertise, offer for sale, or facilitate the offering for sale of any Bella Grace products or services on any online auction websites, internet retailer sites or online marketplace websites. Examples of such sites include, but are not limited to eBay, Amazon, Facebook Marketplace, Walmart.com, and Etsy. Nor can Ambassadors enlist or knowingly allow a third party to sell Bella Grace products on any of these types of websites. This obligation survives the termination of a Bella Grace Agreement with Bella Grace.

Buy and Sell Sites. Bella Grace prohibits the listing or selling of Bella Grace products on buy and sell sites such as Amazon, eBay, Facebook Groups, Walmart.com and other buy/trade/swap pages or social media platforms.

19. **Trademarks and Copyrights.** The name "Bella Grace" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Bella Grace. The Company grants Ambassadors and Influencers a limited license to use its trademarks and trade names in promotional material in accordance with these Policies for so long as the Ambassador or Influencer's Agreement is in effect. Upon cancellation of an Ambassador or Influencer's Agreement for any reason, the license shall expire and the Ambassador or Influencer shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Ambassador or Influencer use any of Bella Grace's trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

Bella Grace commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Ambassadors, Influencers, and guests appear and speak. The content of such events is copyrighted

material that is owned exclusively by the Company. Ambassador or Influencer may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Ambassadors and Influencers shall not copy any such materials for their personal or business use without the Company's prior written approval.

20. **Change of Sponsor.** The only means by which an Ambassador or Influencer may legitimately change his/her sponsor is by Voluntarily canceling his/her Bella Grace business in writing and remaining inactive for three (3) full calendar months. Following the three-calendar month period of inactivity, the former Ambassador or Influencer may reapply under a new sponsor. An Ambassador will lose all rights to his/her former downline organization upon his/her cancellation. If an Ambassador or Influencer cancels her Bella Grace business via any means other than providing the Company with a written cancellation, the former Ambassador or Influencer may not re-enroll until her business has been canceled for six consecutive calendar months.
21. **Waiver of Claims.** In cases wherein an Ambassador or Influencer improperly changes her sponsor, Bella Grace reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Ambassador or Influencers in her second line of sponsorship. AMBASSADORS AND INFLUENCERS WAIVE ALL CLAIMS AGAINST BELLA GRACE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS THAT RELATES TO AN IMPROPER SPONSOR CHANGE BY AN AMBASSADOR OR INFLUENCER OR WHICH ARISES FROM BELLA GRACE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN AMBASSADOR WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.
22. **Product Claims.** Ambassadors and Influencers must not make claims, including but not limited to testimonials, about Bella Grace's products or services that are not contained in official Bella Grace literature or posted on Bella Grace's official website. Under no circumstances shall any Ambassador or Influencer state or imply that any Bella Grace product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.
23. **Income Claims.** When presenting or discussing the Bella Grace opportunity or Compensation Plan to a prospective Ambassador or Influencers, Ambassador or Influencers may not make income projections, income claims, income testimonials, or disclose their Bella Grace income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Bella Grace Ambassador or Influencer. Nor may Ambassadors or Influencers make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that an Ambassador or Influencer is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Bella Grace business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an Ambassador or Influencer was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.
24. **Rewards Plan and Program Claims.** When presenting or discussing the Bella Grace Rewards Plan, you must make it clear to prospects that financial success in Bella Grace requires commitment, effort, and sales skill. Conversely, you must never

represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Rewards Plan and the Company's program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Ambassador or Influencer without commitment, or any other medium, shall be directed to Bella Grace's marketing department.

25. **Media Inquiries.** Ambassador or Influencers must not interact with the media regarding the Bella Grace business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to Bella Grace's marketing department.

26. **Nonsolicitation.** Bella Grace Ambassadors and Influencers are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter, with the exception of an Ambassador's personally sponsored frontline Ambassadors or Influencers, an Ambassador or Influencer or former Ambassador or Influencer may not directly or indirectly recruit other Bella Grace Ambassadors or Influencers or customers for any other network marketing business. The term "Recruit" or "Recruiting" means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Bella Grace Ambassador or Influencers to enroll or participate in another network marketing opportunity. This conduct constitutes Recruiting even if the Ambassador or Influencers or former Ambassador or Influencers' actions are in response to an inquiry made by another Ambassador or Influencer or customer. In addition, an act or omission by an Ambassador or Influencer or former Ambassador or Influencer (hereinafter designated "Individual X") that is reasonably foreseeable to result in causing an Ambassador or Influencers to contact Individual X about Individual X's non-Bella Grace network marketing business activities or non-Bella Grace. products he/she is selling is "Recruiting" and is a violation of this Policy.

If an Ambassador or Influencer is engaged in another network marketing program, it is the responsibility of the Ambassador or Influencer to ensure that his or her Bella Grace business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the Ambassador or Influencer or former Ambassador or Influencer must not:

- Display Bella Grace promotional material, sales aids, or products with or in the same location as, any non-Bella Grace promotional material or sales aids, products or services (Pinterest and similar social media sites are exempt from this provision).

- Offer the Bella Grace opportunity, products or services to prospective or existing customers or Ambassador or Influencers in conjunction with any non-Bella Grace program, opportunity or products.
 - Offer, discuss, or display any non-Bella Grace opportunity, products, services or opportunity at any Bella Grace-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.
27. **Nondisparagement.** Negative comments in the field serve only to sour the enthusiasm of other Ambassadors or Influencers. Therefore, Ambassadors and Influencers shall not disparage, libel, slander, or make negative or critical comments to any other Ambassador or Influencers or third party regarding the Bella Grace, its management, products or compensation plan. All criticism must be directed exclusively to the Company at support@bellagraceglobal.com.
28. **Confidential Information.** “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to Bella Grace’s Ambassador or Influencers and/or customers: (a) that is contained in or derived from any Ambassador or Influencers’ respective Ambassador or Influencers Virtual Office; (b) that is derived from any reports issued by Bella Grace to Ambassador or Influencers to assist them in operating and managing their Bella Grace business; and/or (c) to which an Ambassador or Influencers would not have access or would not have acquired but for his/her affiliation with Bella Grace. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Bella Grace and is provided to Ambassadors and Influencers in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Ambassadors’ or Influencers’ use in building and managing his/her Independent Bella Grace business.
29. **Handling Personal Information.** If you receive Personal Information from or about a prospective Ambassador, Influencer or customer, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer’s, potential customers, Ambassadors and potential Influencers and Ambassadors photo, video, name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with the details.
30. **Bonus Buying.** Bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bonafide product purchases by end user consumers for actual use.
31. **Limitations on Ambassadors or Influencers and Household Businesses.** Ambassadors and Influencers may own, operate, control, or have an interest in, only one Bella Grace business, and there may be only one Bella Grace business in a household. A “household” is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

The only exception is if an Ambassador owns a medical practice, salon, medical spa or other service establishment as a business entity, he/she may sponsor the entity as an Influencer. The Ambassador may sponsor their service establishment as an Influencer only if it is personally owned by them. The Ambassador may be asked to show proof of ownership. This account must follow these guidelines:

- Must be set up with the legal business entity name and use the EIN;
- This Influencer position can purchase product packs & products to sell to their customers at their service establishment and enroll customers on autoship.

If any Ambassador or Influencer is found to be sponsored by this business entity, then Bella Grace will require that the enrolled Ambassadors are moved directly under the primary Ambassador position.

- 32. Actions of Third-Parties.** If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Ambassador or Influencer engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Ambassador or Influencer. "Knowledge" of misconduct is not limited to actual knowledge. If an Ambassador or Influencer engages in acts or omissions that the Ambassador or Influencer knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Ambassador or Influencer, the Ambassador or Influencer shall be deemed to have knowledge of the violation.
- 33. Tampering With Product Packaging.** Bella Grace products must be sold in their original packaging. Ambassadors and Influencers shall not alter the original packaging or labeling.
- 34. Sales Receipts.** Ambassador and Influencers must provide their retail customers that purchase merchandise directly from the Ambassador or Influencers with two copies of an official Bella Grace sales receipt at the time of the sale and advise them of the three day right to rescind the transaction, which is set forth on the receipt. Ambassadors or Influencers must maintain all retail sales receipts for a period of two years and furnish them to Bella Grace at the Company's request. Sales receipts can be downloaded in PDF format from Ambassador or Influencers's Virtual Offices. Retail customers who purchase from an Ambassador's or Influencer's replicated website need not be provided with a sales receipt as the receipt will automatically be sent by the Company via email at the time the order is placed.
- 35. Adjustment to Bonuses and Commissions.** Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Bella Grace for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the Ambassadors and Influencers who received bonuses and commissions on the sales of the refunded products. If Bella Grace issues a refund, the Company may deduct the amount paid to Ambassadors and Influencers for the returned merchandise from the subsequent bonuses and commissions of the Ambassadors or Influencers who received compensation for the sale.

Bella Bella Grace reserves the right to withhold or reduce any Ambassadors' or Influencers' compensation as it deems necessary to comply with any garnishment or court order directing Bella Grace to retain, hold, or redirect such compensation to a third party.

36. **Return of Merchandise and Sales Aids by Ambassador or Influencers Upon Cancellation or Termination.** Within 30 days from the cancellation or termination of an Ambassador or Influencers' Agreement, the Ambassador or Influencers may return products and Sales Tools that he or she personally purchased from Bella Grace within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Louisiana, Massachusetts and Wyoming and Puerto Rico) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Ambassador's or Influencer's cancellation or termination. Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Ambassador or Influencer will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened, unused resalable, and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Virtual Office renewal fees are not refundable except as may be required under applicable state law.
37. **Montana Residents:** A Montana resident may cancel her Ambassador or Influencer Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.
38. **Louisiana, Massachusetts and Wyoming Residents:** If you cancel your Ambassador or Influencer Agreement, upon receipt of your written request, Bella Grace will refund 90% of the costs you have incurred to participate in the program during the current year.
39. **Satisfaction Promise.** If a customer is not completely satisfied with her Bella Grace purchase, the individual who purchased the merchandise from the Company may return the item(s) for a refund within 60 days from the date of purchase for a full refund (Shipping charges will be deducted from the refund). This satisfaction promise is not applicable to sale items, display items and business supplies and sales kits.
40. **Other Cancellation Rights.** Customers, and newly enrolled Ambassadors and Influencers have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales receipt.
41. **Disciplinary Sanctions.** The Company may craft any disciplinary measure that it deems appropriate to address or rectify an act or omission by an Ambassador or Influencer that violates this Agreement. In situations deemed appropriate by Bella

Grace, the Company may institute legal proceedings for monetary and/ or equitable relief.

42. **Compliance Disclosure to Upline.** If disciplinary action is taken against an Ambassador or Influencer for violation of the Agreement, the Company may disclose the details of the matter and its resolution to the disciplined Ambassador's of Influencer's upline.
43. **Indemnification.** An Ambassador or Influencer shall indemnify Bella Grace for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Bella Grace incurs resulting from or relating to any act or omission by the Ambassador or Influencer that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Bella Grace may elect to exercise its indemnification rights through withholding any compensation due the Ambassador or Influencer. This right of setoff shall not constitute Bella Grace's exclusive means of recovering or collecting funds due Bella Grace pursuant to its right to indemnification.
44. **Effect of Cancellation.** An Ambassador or Influencer whose business is canceled for any reason will lose all Ambassador or Influencer rights, benefits and privileges. This includes the right to represent yourself as an Independent Bella Grace Ambassador or Influencer, to solicit orders for Bella Grace products and services and the right to receive commissions, bonuses, or other income resulting from sales of Bella Grace products. There is no whole or partial refund for tangible sales kits that are not currently marketable, Virtual Offices, replicated website or renewal fees if an Ambassador's or Influencer's business is canceled.
45. **Voluntary Cancellation.** A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation shall be effective by: (a) submitting written cancellation to the Company at its principal business address or by cancelling his/her business through the Ambassador or Influencers Virtual Office; (b) the company may (but is not required to) rely on public announcement of resignation or cancellation by the Ambassador or Influencers (including but not limited to any announcement on social media) as an effective cancellation; (c) failure to pay Virtual Office and Replicated Website fees; (d) Revoking your authorization to contract electronically; or (e) any other means authorized by Bella Grace. If an Ambassador or Influencers is also on the autoship program, the Ambassador or Influencers's autoship order shall continue unless the Ambassador or Influencers also specifically requests that his or her customer autoship Agreement also be canceled.
46. **Cancellation for Inactivity.** If an Ambassador or Influencers fails to pay the renewal fee at the time of their Bella Grace anniversary, his/her Ambassador or Influencers Agreement and Bella Grace business will be canceled. If an Ambassador or Influencer has an autoship, the Ambassador or Influencers' autoship order shall continue unless the Ambassador or Influencer specifically requests that his or her autoship order be canceled. The buyer shall then be classified as a retail customer.
47. **Involuntary Cancellation (Termination).** Any of the following conduct may result in the involuntary cancellation of an Ambassadors' or Influencers' Bella Grace business:

- A material violation of the Agreement;
- Any act or omission in an Ambassador or Influencers' professional or personal capacity that a reasonable person would believe is more likely than not to damage the Company's reputation or goodwill.

48. **Business Transfers.** Ambassador or Influencers in good standing who wish to sell or transfer their business must receive Bella Grace's prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to Bella Grace at support@bellagraceglobal.com. The request to transfer will be denied if the business is not in good standing or if there is another reasonable reason for denying the request. Prior to transferring a business to a third party, the Ambassador or Influencers must offer the Company the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

49. **Transfer Upon an Ambassador or Influencer's Death.** An Ambassador or Influencers may devise his/her business to his/her heirs. Because Bella Grace cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and Bella Grace will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide Bella Grace with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a Bella Grace Ambassador or Influencer Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be canceled.

50. **Business Distribution Upon Divorce.** Bella Grace is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. Bella Grace will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Bella Grace business must also execute and submit a Bella Grace Ambassador or Influencers Agreement within 30 days from the date on which the divorce becomes final or the business will be canceled.

51. **Dissolution of a Business Entity.** Bella Grace is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, if a business entity that operates a Bella Grace business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The Bella Grace business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its Bella Grace business, it must do so pursuant to policy 47. In addition, the recipient of the Bella Grace business must also execute and submit a Bella Grace Ambassador or Influencers Agreement to the Company within 30 days from the date of the dissolution of the business entity or the Bella Grace business will be canceled.

52. **Inducing Ambassadors or Influencers to Violate the Agreement.** Ambassadors and Influencers shall not directly or indirectly induce, encourage, or assist another Ambassador or Influencer to violate the Agreement.
53. **Reporting Errors.** If an Ambassador or Influencer believes that Bella Grace has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Ambassadors or Influencer's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Bella Grace shall use its best efforts to correct errors reported more than 60 days after the date of the error, Bella Grace shall not be responsible to make changes or remunerate Ambassadors and Influencers for losses for mistakes that are reported more than 60 days after the mistake occurs.
54. **International Activities.** Ambassadors and Influencers may not sell Bella Grace products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.
55. **Severance.** If any policy is determined to be unenforceable, only the unenforceable policy shall be severed from the Agreement and all remaining policies shall remain in effect.

Bella Grace™ Ambassador or Influencers Terms & Policies - Updated November 29, 2022.