



B E L L A G R A C E

Bella Grace™ Ambassador and Influencers Terms & Policies

Updated August 9, 2024

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 right 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;
- Eligible to 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 and Influencers are independent contractors and not employees, partners, legal representatives, or franchisees of Bella Grace, Inc. Ambassadors and 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 and will be eligible to earn commissions provided you meet all the requirements to earn commissions.

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.

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. Code of Ethics (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. Ambassadors 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, while attributing to Bella Grace Global, any social, political or religious agenda that could reasonably be foreseen as controversial.

- Ambassadors and Influencers must show fairness, tolerance, and respect to all people associated with Bella Grace, regardless of race, gender, social class or religion;
- Ambassadors and Influencers must contribute to and foster an atmosphere of positivity, teamwork, good morale and community spirit.
- Ambassadors and Influencers shall strive to resolve business issues, including situations with Upline and Downline members through tact, sensitivity, and good will.
- Ambassadors and Influencers must be honest, responsible, professional and conduct themselves with integrity.
- Ambassadors and Influencers shall never disparage the Company, other Ambassadors, Influencers, Company employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Rewards Plan, or make statements that unreasonably offend, mislead or coerce others.
- Bella Grace may take appropriate action against an Ambassador or Influencer if it determines, in its sole discretion, that the Ambassador's conduct is detrimental, disruptive, or injurious to the Company, other Ambassadors or Influencers.

16. Advertising.

Bella Grace does not permit the use of "blind" ads on the Internet or on social media that make product, income, or lifestyle claims which are ultimately associated with Bella Grace's products, opportunity or the Rewards Plan. Use of Bella Grace's name, products or Rewards Plan is a breach of our Terms and Policies and may result in disciplinary action such as warning letters, monetary sanctions, suspensions and/or termination of your Bella Grace account.

- **Sweepstakes, Contests and Giveaways**

As an independent business owner, an Ambassador or Influencer may choose to run a sweepstakes, contest or promotion. While such sales tools are not illegal, it is important to understand that they are regulated by law, and the regulations differ by state. Prizes may not be valued more than \$300.00 since such amounts may implicate IRS reporting requirements. We strongly recommend that any Ambassador or Influencer who wishes to run a sweepstakes, contest or

promotion in conjunction with their Bella Grace business speak with a lawyer and/or consult the IRS website to ensure that it adheres to the relevant local laws and IRS reporting requirements. It is very important to ensure that all sweepstakes, contests or promotions are legally conducted. In all cases, an Ambassador or Influencer must indicate that the sweepstakes, contest or promotion is not sponsored or approved by Bella Grace.

17. **Banner Advertising.**

Ambassadors and/or Influencers may not place banner advertisements on a website. Ambassadors and/or Influencers may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Bella Grace's products or opportunity.

18. **Sponsored Links / Pay-Per-Click (PPC) Ads. Google Ads, Adwords & SEO**

Ambassadors and Influencers may not use paid search engine marketing (such as Google AdWords, Pay Per Click) to advertise their Bella Grace Replicated Site. To avoid brand confusion and to protect brand reputation, and in fairness to all, Ambassadors and Influencers are not permitted to purchase sponsored Bella Grace related advertisements on other websites or social media. This policy is to ensure fairness across the Bella Grace sales organization so as to allow consumers a clear understanding of who they choose to purchase products from.

Ambassadors and Influencers agree to cooperate fully with Bella Grace in this area so that Search Engines list the Bella Grace website as the top search result when a user makes a query containing the name "Bella Grace" or any of its derivatives, or any other company protected trademark(s) or Bella Grace owned content. The Company reserves the right to discipline Ambassadors and Influencers, including but not limited to a request to immediately deactivate any online ad.

Ambassadors and Influencers may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any Bella Grace trademark or Bella Grace owned content as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link used to trigger search results. Bella Grace, in its sole discretion, possesses the ability to interpret this provision and inform Bella Grace Ambassadors and Influencers of their compliance with this provision.

19. **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.
- Ambassadors may use their personal social media profiles to promote other business opportunities so long as they do not identify themselves as a member of Bella Grace in the title, bio or "about me" section of their profile. The Ambassador is required to keep each business opportunity separate which means posts, videos, stories, for the different business opportunities must be separated.
- 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 non solicitation provision in Policy 29.
- 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.

20. Ambassador or Influencer Websites, Mobile Applications and Collateral Sales Tools.

Ambassador or Influencer may not create their own websites, and other collateral sales tools to promote their Bella Grace business or Bella Grace's products and services (websites, and collateral sales tools shall be collectively referred to as "Tools." All Tools used to advertise can only be supplied by Bella Grace which comply with all of the Company's Terms & Policies. All tools must be submitted to the Compliance

Department for approval prior to use. Bella Grace has the right to refuse, deny and or revoke any approved content at any time.

21. **Online Sales & Third-Party Website Restrictions.**

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 or Influencer 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.

- **Tradeshow**

An Ambassador and Influencers may not sell or host Company products and services and display the Company trade name at any appropriate display booth (such as trade shows) without *prior written approval* from the Company. The request for Company approval may be made by way of email to compliance@BellaGrace.com.

22. **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 Influencers’ 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 an 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.

23. Change of Sponsor.

There are two ways an Ambassador or Influencer may legitimately change his/her sponsor. (1) Request a Sponsor Change Request Form from customer support by emailing support@bellagraceglobal.com. The Ambassador or Influencer must pay a \$250 USD fee and obtain six signatures from their sponsor and the next five upline leaders based on the enrollment tree. (2) Voluntarily cancel his/her Bella Grace business in writing and remain inactive for three (3) full calendar months. Following the three-calendar month period of inactivity, the former Ambassador or Influencer may pay the \$49.99 enrollment fee and enroll under a new sponsor. An Ambassador will lose all rights to his/her former downline organization upon his/her cancellation. Bella Grace reserves the right to refuse any request at its discretion.

24. 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. If an Ambassador or Influencer is found to have changed his/her sponsor improperly, the Company may decide to move the Ambassador and his/her entire downline back under the original sponsor. 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.

- **Testimonial Permission (under social media/online conduct)**

By signing the Bella Grace Ambassador Agreement, you give Bella Grace permission to use your testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Bella Grace opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though the Company may be paid for items or sales materials containing such image and likeness. In some cases, an Ambassador's testimonial may appear in another Ambassador's advertising materials. If an Ambassador does not wish to participate in Bella Grace sales and marketing materials, he or she should provide a written notice to the Company Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

25. 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.

26. 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.

27. 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 and effort.

28. Media Inquiries.

Ambassador or Influencers must not attempt to respond to media inquiries regarding Bella Grace, its products or their independent Bella Grace business. All inquiries by any type of media, including radio, television, print, online, or any other medium, shall be directed to Bella Grace's marketing department. This policy is designed to assure that accurate and consistent information is provided to the public.

29. Non Solicitation.

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.

Bella Grace Global is a company that supports entrepreneurial freedom. We do not limit Ambassadors from engaging in business with other direct selling companies. Ambassadors of all titles and ranks may sell products and services and build teams with other direct selling companies while enjoying the freedom of selling Bella Grace Global products and services as well as building a downline team with Bella Grace.

An Ambassador who elects to publicly promote products and the business opportunity of other direct selling companies will not be invited to appear on a Bella Grace Global stage or platform, nor be considered a “Leader” within the Bella Grace Global community. This includes appearing on stage or being platformed at in-person or virtual events for all Ambassadors and in person or virtual events or calls for Bella Grace Global Leaders. The Ambassador can still achieve, and be paid at, all title levels up to and including Grace Diamond.

30. **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.

31. 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.

32. 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.

33. Bonus Buying.

Bonus buying is strictly prohibited. Bonus buying includes:

- a. Purchasing Bella Grace products for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, incentive trips, commissions or bonuses that are not driven by bonafide product purchases by end user consumers for actual use.
- b. Purchasing Bella Grace products on behalf of another Ambassador or Influencer to qualify for commissions or bonuses, incentive trips, and/or rank; and
- c. Enrolling an individual or entity without their knowledge

34. 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 only. 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 a monthly subscription..

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.

35. 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. Bella Grace considers individuals who share contact information such as an address, phone number, payment method or any other type of contact information, as having an affiliation and are subject to this section.

36. 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.

37. Sales Receipts.

Ambassador and Influencers must provide their retail customers that purchase merchandise directly from the Ambassador or Influencers with two copies of a 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. 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.

38. 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 in commissions and bonuses 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.

- **Chargebacks (Bonuses and Commission)**

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When Bella Grace receives a chargeback notice, the account in which the product was purchased is immediately blocked, and all related services in the account are deactivated. In the interest of caution, Bella Grace considers chargebacks to be the result of fraud and suspends all accounts for 30 days or until the issue is addressed. Bella Grace reserves the right to charge \$50 to reinstate an account that has been inactivated due to a chargeback notification. If the issue remains unresolved for a term of 30 days, Bella Grace reserves the right to terminate the position.

39. Return of Merchandise and Sales Aids by Ambassador or Influencers Upon Cancellation or Termination.

Ambassadors and Influencers may not return product for any reason other than terminating their account with Bella Grace. 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 resalable 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 resalable 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, within 6 months of their expiration date 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.

40. Adjustments for returned product

Bella Grace Ambassadors and Influencers earn bonuses and commissions based on actual sales of product to end consumers. When a product is returned to Bella Grace for a refund, the bonuses and commissions that were paid will be deducted from future earnings in the month in which the refund is given, and continuing every pay period until the bonuses and commissions are recovered in full from the Ambassadors and Influencers who received the bonuses and commissions.

41. 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.

42. 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.

43. Satisfaction Promise.

Bella Grace offers Customers a 30-day money back guarantee who purchase Bella Grace products from our Company's website or from an Ambassador's or Influencer's personal website. Bella Grace will provide the retail customer a full refund if for any reason he/she is not satisfied with any Bella Grace product less the shipping and handling charges. The customer may return the unused portion of the product to Bella Grace within 30 days from the date of purchase for a full refund of the purchase price less the shipping and handling charges. This satisfaction promise is not applicable to sale items, display items and business supplies and sales kits.

The customer must return any unused product at their expense. A Return Merchandise Authorization (RMA) must be obtained from the Company and written on the outside of the shipper box. Once the unused product is received by the Company, a refund will be issued. The refund will be issued back to the original form of payment and will be the amount of the purchase price less the original shipping and handling fee.

If a customer requests a refund from product(s) that was purchased directly from an Ambassador or Influencer, the Ambassador/Influencer will be responsible to refund the purchase price less the shipping and handling to their customer.

43. 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.

44. Disciplinary Sanctions.

The Company may craft any disciplinary measure that it deems appropriate, such as warning letters, monetary sanctions, suspensions and/or termination of account, 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.

45. 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 or Influencer's upline.

46. 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.

47. 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.

48. 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) sending an email to support@bellagraceglobal.com or compliance@bellagraceglobal.com requesting that an account is terminated; (b) the company may (but is not required to) rely on public announcement of resignation or cancellation by the Ambassador or Influencer (including but not limited to any announcement on social media) as an effective cancellation; (c) failure to pay annual renewal fee; (d) Revoking your authorization to contract electronically; or (e) any other means authorized by Bella Grace. If an Ambassador or Influencer is on the Subscribe and Save program, the Ambassador or Influencer may request to become a customer and continue to receive his/her subscription order.

49. Cancellation for Inactivity.

If an Ambassador or Influencers fails to pay the annual renewal fee at the time of their Bella Grace anniversary, his/her Ambassador or Influencer Agreement and Bella Grace business will be canceled and be classified as a customer. If an Ambassador or Influencer has a subscription, the Ambassador or Influencers' autoship order shall continue unless the Ambassador or Influencer specifically requests that his or her subscription order be canceled. The buyer shall then be classified as a retail customer.

50. 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.

51. Business Transfers.

Ambassadors 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.

52. 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.

53. 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.

54. 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 51. 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.

55. 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.

56. 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 30 days from the date on which the mistake occurred. While Bella Grace shall use its best efforts to correct errors reported more than 30 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 30 days after the mistake occurs.

57. 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.

58. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

A. Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Ambassador or Influencer that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Ambassador's or Influencer's Bella Grace business), may result, at Bella Grace's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Ambassador or Influencer to take immediate corrective measures;

- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Loss of rights to one or more bonus and commission checks;
- ❖ Bella Grace may withhold from an Ambassador or Influencer all or part of the Ambassador's or Influencer's bonuses and commissions during the period that Bella Grace is investigating any conduct allegedly violative of the Agreement. If an Ambassador's or Influencer's account is canceled for disciplinary reasons, the Ambassador or Influencer will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Ambassador or Influencer Agreement for one or more pay periods;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime position of an Ambassador or Influencer (which may subsequently be re-earned by the Ambassador or Influencer);
- ❖ Transfer or removal of some or all of an Ambassador's or Influencer's downline Ambassadors, Influenceers and Customers from the offending Ambassador's or Influencer's downline organization;
- ❖ Involuntary termination of the offender's Ambassador Agreement or Influencer's Agreement;
- ❖ Suspension and/or termination of the offending Ambassador's or Influencer's Bella Grace website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which Bella Grace deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Ambassador's or Influencer's policy violation or contractual breach;
- ❖ In situations deemed appropriate by Bella Grace, the Company may institute legal proceedings for monetary and/or equitable relief.

Certain policy violations may also be violations of local, state, or federal laws or regulations. In those instances, the legal consequences would be separate from, and in addition to, those imposed by Bella Grace, and may include civil actions, criminal charges, ordered restitution, thousands of dollars in statutory and discretionary fines, and/or jail time.

B. Grievances and Complaints

When an Ambassador or Influencer has a grievance or complaint with another Ambassador or Influencer regarding any practice or conduct in relationship to their respective Bella Grace business, the complaining Ambassador or Influencer should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing within a reasonable timeframe to the Company. The Company will review the facts and attempt to resolve it.

C. Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding

mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held virtually or in **Hillsborough County, Florida**, and shall last no more than one business day.

D. Arbitration

If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or any courtroom proceedings.** The arbitration shall be filed with, and administered by JAMS under its Expedited Commercial Arbitration Rules. All arbitration proceedings shall be held in Hillsborough County, Florida. There shall be one arbitrator selected from the panel that JAMS provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Terms and Policies shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

E. Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Hillsborough County, State of Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Florida shall govern all other matters relating to or arising from the Agreement.

1. Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against Bella Grace in their home forum and pursuant to Louisiana law.

59. 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 July 9, 2024.