

## Terms and Conditions

1. I understand that as an Independent Distributor (“Distributor”) for Nice and Bella, Inc. (hereafter “Nice and Bella”):

- I have the right to solicit orders for Nice and Bella products and services in accordance with these Terms and Conditions on behalf of Nice and Bella. I understand that it is within the exclusive right of Nice and Bella to accept or reject such orders.
- I have the right to enroll persons as Distributors in Nice and Bella.
- If qualified, I have the right to earn commissions pursuant to the Nice and Bella Compensation Plan.

2. I agree to present the Nice and Bella Compensation Plan and Nice and Bella products and services as set forth in official Nice and Bella literature.

3. I agree that as a Nice and Bella Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Nice and Bella. I agree that I will be solely responsible for paying all expenses that I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF NICE AND BELLA FOR FEDERAL OR STATE TAX PURPOSES. Nice and Bella is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind. I understand that I am not entitled to workers compensation or unemployment security benefits of any kind from Nice and Bella.**

4. I have carefully read and agree to comply with the Nice and Bella Policies and Procedures, the Nice and Bella Compensation Plan, and the Nice and Bella Business Entity Addendum (the Business Entity Addendum applies only to business entities that apply to become a Distributor) each of which are incorporated into and made a part of these Terms and Conditions (these four documents shall be collectively referred to as the “Agreement”). If I have not yet reviewed the Policies and Procedures at the time I execute this Agreement, I understand that they are posted in my Back Office. I will review the Policies and Procedures within five days from the date on which I execute this Agreement. If I do not agree to the Policies and Procedures, my sole recourse is to notify the company and cancel my Nice and Bella Agreement. Failure to cancel constitutes my acceptance of the Policies and Procedures. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Nice and Bella. I understand that the Agreement may be amended at the sole discretion of Nice and Bella, and I agree to abide by all such amendments. Notification of amendments shall be posted in my Back-Office. Amendments shall become effective 30 days after publication, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of my Nice and Bella business or my acceptance of bonuses or commissions after the effective date of any amendment shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year/month-to-month (subject to prior cancellation pursuant to the Policies and Procedures). If I do not renew my Nice and Bella business by paying the annual renewal / monthly Back-Office and Replicated Website subscription fee, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Nice and Bella products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from my activities or the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** Nice and Bella reserves the right to terminate all Distributor 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.

6. I may not assign any rights under the Agreement without the prior written consent of Nice and Bella. Any attempt to transfer or assign the Agreement without the express written consent of Nice and Bella renders the Agreement voidable at the option of Nice and Bella and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, Nice and Bella may impose upon me disciplinary sanctions as set forth in the Policies and Procedures.

8. Nice and Bella, its parent and/or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release Nice and Bella and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Nice and Bella and its affiliates from all liability arising from or relating to my promotion or operation of my Nice and Bella business and any activities related to it (e.g., the presentation of Nice and Bella products or Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Nice and Bella for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Nice and Bella at its discretion, constitutes the entire contract between Nice and Bella and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by either party of any breach of the Agreement must be in writing and signed by the party, or an authorized agent of the party, against whom 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.

11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. In the event of a dispute between a Distributor and Nice and Bella arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Nice and Bella shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a Distributor. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.

13. Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or Distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the U.S. District Court for the Dallas District of Texas, or state court residing in Dallas County, State of Texas.

14. LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

15. MD Residents: Should a resident of Maryland cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered, upon cancellation the Company will repurchase the goods and the repurchase price shall be at least 90% of the original price paid by the participant.

16. MT Residents: A Montana resident may cancel the Distributor Agreement within 15 days from the date of enrollment, and may return his or her Business Kit and any products he or she purchased for a full refund.

17. LA, MA and WY Residents: Should you cancel your Distributor Agreement, Nice and Bella will refund 90% of the purchase price for any administrative fees you have incurred during the current year upon receipt of your written request.

18. 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 must 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.

**19. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address or via the Distributor’s Back-Office.**

20. If a Distributor wishes to bring an action against Nice and Bella for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Nice and Bella for such act or omission. **Distributor waives all claims that any other statute of limitations applies.**

21. I grant Nice and Bella an irrevocable license to use my name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums, and I waive all claims for remuneration for such use. I further waive my right to inspect or approve all draft, beta, preliminary, and finished material.

22. An emailed copy of the Agreement shall be treated as an original in all respects.

23. I certify that I am at least 18 years of age.

### NOTICE OF RIGHT TO CANCEL

**You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (FIVE [5] BUSINESS DAYS IN ALASKA AND FIFTEEN [15] BUSINESS DAYS IN NORTH DAKOTA FOR INDIVIDUALS AGE 65 AND OLDER) from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the**

**transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Nice and Bella, 3610 Josey Lane, Suite 223, Carrollton, TX, 75007, NOT LATER THAN MIDNIGHT of the third business day following the date set forth above.**