



BELLAVITA

# POLICIES & PROCEDURES



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# SECTION 1 – Introduction

From this point forward BellaVita Global will be referred to as “BellaVita” while BellaVita independent distributors will be referred to as “distributors”.

These Policies and Procedures govern the way in which a distributor conducts business with BellaVita. These Policies and Procedures along with the BellaVita Distributor Application and Agreement (the “Distributor Agreement”) and the Compensation Plan (collectively referred herein as the “Agreement”), such as may now exist or hereafter be amended, constitute the complete and binding agreement and understanding between BellaVita distributors and BellaVita. Failure to comply with the provisions of any of these documents may result in the termination of the Distributor Agreement.

Should any portion of the Agreement, or any instrument published by BellaVita be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

## 1.1 Distributor Code of Conduct.

- I will be honest and fair in my dealing as a distributor of BellaVita.
- I will perform my business in a manner that will enhance my reputation and the positive reputation established by BellaVita.
- I will be courteous and respectful of every person I contact in the course of my BellaVita independent activities.
- I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the distributors in my organization.
- I will not misrepresent BellaVita products or the Compensation Plan.
- I will not sponsor or attempt to sponsor any BellaVita distributor directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- I will be honest in expressing my personal experience and the benefits received from BellaVita products, services or programs, I will not make false or misleading claims and I will not make any medical or structure function claims regarding any BellaVita products.
- I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a distributor and will discharge all debts and duties as required of a distributor.

## 1.2 Independent Contractor Status.

A distributor will not be treated as an employee for any governmental tax purposes. All distributors are independent contractors engaged in their own separate business pursuits. Distributors are not considered purchasers of a franchise, nor does the Agreement between BellaVita and its distributors create an employee/employer relationship, agency, partnership or

joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as above outlined. Each distributor shall hold BellaVita harmless from any claims, damages or liabilities arising out of such distributor's business practices. Distributors have no authority to bind BellaVita to any obligation. Each distributor is encouraged to set up his/her own hours and to determine his/her methods of sales and promotions, as long as he/she complies with the terms of the Agreement.

### **1.3 Business Conduct.**

Each Distributor will perform all of his/her business activities in a professional and ethical manner, which will enhance the distributor's reputation and the positive reputation of BellaVita. Distributors will not engage in any conduct that could negatively reflect on BellaVita or any other distributor's image. Distributors will be courteous and respectful of every person contacted including employees and executives of BellaVita, and will conduct their business in a way as to respect the products and professionalism of BellaVita and its other distributors. A distributor will under no circumstances disparage or infringe upon the BellaVita name or reputation in connection with the marketing of BellaVita products or misappropriate any confidential or proprietary information or trade secrets (including distributor names and address lists) of BellaVita for use by the distributor or others.

### **1.4 No Purchase Required.**

No BellaVita distributor is required to purchase products. Purchases are made voluntarily, Preferred Customers and Distributors can personally enroll other Preferred Customer and new Distributors and earn the Sponsor Bonuses (PCB and FSB) without making a personal purchase.

### **1.5 Confidentiality Agreement.**

Distributors may gain access to confidential information of BellaVita. Specifically, without limiting the foregoing, confidential information includes information contained in any genealogical or downline report provided or accessible to a distributor, customer lists, manufacturer information, commission or sales reports, product formulas, and other financial and business information of BellaVita. All such information (whether in electronic, oral or written form) is proprietary to and owned by BellaVita, and is transmitted or available to distributor in strict confidence. Each distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party, directly or indirectly, or use the information to compete with BellaVita or for any other purpose except as expressly authorized by the Agreement. This information is to be used only for the promotion of the BellaVita program in accordance with the Agreement. Distributor and BellaVita agree that without this agreement of confidentiality and non-disclosure, BellaVita would not provide the information or make it accessible to distributor. This provision shall survive the termination or expiration of the Distributor Agreement.

# SECTION 2 – Becoming a Bellavita Independent Distributor

## 2.1 Distributor Enrollment.

An applicant may enroll online through their sponsor's personal BellaVita Distributor Website, by doing so they will sign the electronic consent for the BellaVita Distributor Agreement. At this time the applicant make payment online for any BellaVita product. An applicant can also send in a written BellaVita application form and consent to the BellaVita Support Center nearest where they live either by facsimile (Fax) or by mail. All written applications must be received by the BellaVita Support Center two business days prior to the close of the month to ensure they are entered properly and credited to the current volume month.

The term of the Distributor Agreement is one (1) year from the date of its acceptance by BellaVita. Distributors must renew their Distributor Agreement each year by paying an annual renewal fee of US \$25 on the anniversary date of their Distributor Agreement, annual renewal fees will be deducted from the next bonus payment to the distributor. If there is not enough of a bonus to deduct this amount the Distributor can continue to purchase product however they cannot earn commission until the annual renewal fee is paid.

## 2.2 Distributor Rights.

All BellaVita distributors are authorized to sell BellaVita products and to participate in the BellaVita Compensation Plan. All BellaVita distributors may sponsor new distributors. BellaVita Preferred Customers are authorized to refer BellaVita products to others and earn Preferred Customer Bonuses (PCB) and Fast-Start Bonuses (FSB) only.

## 2.3 Legal Age.

A distributor must be of legal age in his or her country of residence to be a BellaVita distributor.

## 2.4 Married Couples.

Each participant or legal entity is limited to (1) one distributorship. Husbands, wives or common-law couples (collectively "spouses") who wish to become a BellaVita distributor must enroll as one (1) BellaVita entity and may not be associated, directly or indirectly, with distributor positions in other distributor organizations. The action of one spouse will be attributed to both spouses and, therefore, the distributor position. In the event that two (2) distributors marry, they may each maintain the distributor positions they had previous to the marriage. A distributor who has obtained the rank of Director or above can get approval from BellaVita to own additional positions front level to their original position. BellaVita will always be the final approval on granting this opportunity. The approved distributorship may own up to 3 additional positions front level to their original position. Any approved

distributor who owns these additional front level positions understands that each of these positions will be treated as separate positions and each position will require compliance to all of the same policies and commission plan rules as any individual position.

## **2.5 Corporations, Partnerships and Trusts.**

Corporations, limited liability companies, partnerships and/or trusts may become distributors ONLY when the completed Distributor Agreement is accompanied by copies of the incorporation, articles of incorporation, articles of organization, partnership agreement or trust document or other charter or organic document as filed with the state (where applicable).

To ensure compliance with the Distributor Agreement, distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. This information may be faxed or emailed to BellaVita must be updated by the distributor.

Shareholders, members, partners, beneficiaries and trustees, as applicable, agree to remain personally liable to BellaVita and bound by the Agreement. A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with BellaVita. In any distributor position involving the efforts of more than one individual, whether as a corporation, partnership, Limited Liability Company or trust, the actions of one participant shall reflect on the distributorship as a whole. If one participant is found to have violated the terms and conditions of the Agreement, then the distributorship as a whole will be considered to be in violation.

## **2.6 Fictitious and/or Assumed Names.**

A person or entity may not apply for a distributorship using a fictitious or assumed name or use the identity of another person or entity that will not be associated with the distributorship. No one may enter a governmental identification number that was not assigned to the primary individual or entity on the distributorship.

## **2.7 Tax Identification Number.**

All U.S. distributors are required by federal law to obtain a Social Security Number or Federal Identification Number and provide it to BellaVita. BellaVita will use that number for all government reporting purposes.

## **2.8 Taxation.**

BellaVita distributors will be treated as independent contractors for governmental tax purposes. As independent contractors, distributors will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the governmental statute, ordinance, rule or regulation. Distributors are responsible for the payment of all income, self-employment and other taxes relating to their business and earnings.



# SECTION 3 – Legal Compliance

## **3.1 Legal Compliance.**

All BellaVita distributors shall comply with all governmental statutes, regulations and local ordinances and regulations concerning the operation of their business. All distributors are responsible for their own managerial decisions and expenditures. Since distributors are not BellaVita employees, BellaVita will not be responsible for payment or co-payment of any employee benefits.

## **3.2 No Exclusive Territories.**

There are no exclusive territories for recruiting purposes nor shall any distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on distributor sponsoring except in those foreign countries that have not officially been opened by BellaVita.

## **3.3 Representation of Government Endorsements.**

Governmental regulatory agencies do not endorse direct selling programs or their products or services. Therefore, distributors may not represent directly or indirectly that the BellaVita Compensation Program or its products or services have been endorsed by any government agency except with regard to the standard regulatory requirements necessary to do business and sell product in each country.

## **3.4 Medical Treatment, Approval and Therapy.**

A BellaVita distributor must understand that he/she may not say directly or indirectly that any BellaVita product is approved by the FDA of the United States of America, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption, use or application of the product. Distributor must understand that BellaVita products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical. BellaVita distributors may make no claims regarding BellaVita products except as expressly authorized in writing by BellaVita.

## **3.5 Personal Information.**

Personal information such as the distributor ID number, a distributor's address, telephone number, and etc. will be treated as confidential and will not be used except in connection with BellaVita's business, unless required by law. In the event of an emergency, the inquiring party may contact BellaVita Compliance Department at [compliance@gobellavita.com](mailto:compliance@gobellavita.com), who will advise the distributor that someone is attempting to contact him/her.

### **3.6 Non-Solicitation.**

During the term hereof and for a period of twelve (12) months after the termination or expiration of the Distributor Agreement, for any reason whatsoever, a distributor shall not on, his/her own behalf, or on behalf of any other person, or other entity, hire, solicit or enroll any employee, distributor, customer (including preferred customers), manufacturer, or supplier of BellaVita or any of its affiliates, or in any manner attempt to influence or induce any employee, distributor, customer, manufacturer or supplier of BellaVita or any of its affiliates, to alter or terminate their employment or business relationship with BellaVita or its affiliates or to join another network marketing company. No distributor shall use or disclose to any person any information of BellaVita obtained while the Distributor Agreement was in effect including names and addresses of BellaVita's or any affiliates' employees or distributors. It is agreed that this provision shall survive the termination or expiration of the Distributor Agreement. Solicitation includes, but is not limited to, (i) producing or offering any promotional materials for another network marketing company which is used to solicit BellaVita distributors to such company; (ii) promoting or selling products which compete with BellaVita products to BellaVita customers or distributors; (iii) introducing or presenting, directly or indirectly, another network marketing company business to any BellaVita distributor; or (iv) offering any other company's products or business opportunity at any BellaVita meeting or event.

### **3.7 Non-Competition.**

Each distributor agrees not to compete with the protectable business interests of BellaVita by selling or promoting other products or opportunities (except as detailed under Other Services and Products) during the term of the Distributor Agreement. Distributor acknowledges and recognizes these restrictions are necessary for BellaVita to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for BellaVita to protect such interests.

### **3.8 Vendor Confidentiality.**

BellaVita business relationships with its vendors, manufacturers and suppliers are confidential. A distributor shall not contact, directly or indirectly, speak with, or communicate with any representative or any supplier, manufacturer, or vendor except at a BellaVita sponsored event which the representative is present at the request of BellaVita.

### **3.9 Endorsements.**

No endorsements by any third parties may be alleged, except as expressly communicated in BellaVita literature and communications. A BellaVita distributor may not state, directly or indirectly, that any BellaVita product is approved by the FDA or other governmental agency or may make any claim regarding its products not expressly authorized in writing by BellaVita.

### **3.10 Liability.**

Violation of any of the Agreement may be grounds for suspension and/or termination of that individual's distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of BellaVita, or governmental law. Additionally, BellaVita may withhold payment to any BellaVita distributor to offset any damages suffered by BellaVita as the result of a distributor's violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of BellaVita, or governmental law.

### **3.11 Other Services and Products.**

Distributors are not restricted from selling the services and products of other companies during the term of the Agreement. However, direct or indirect promotion of those products and services to BellaVita distributors is limited to those personally sponsored by a distributor.

### **3.12 Crossline Recruiting.**

Recruiting others directly or indirectly whether through written, spoken or implied means from one (1) BellaVita distributor organization to another is strictly prohibited.

# SECTION 4 – Sponsoring & Training and Terms of Termination

## 4.1 Sponsoring.

BellaVita distributors are entitled to sponsor other individuals into their organization in the countries officially opened by BellaVita. Distributors are compensated only for the generation of sales of product and services and not for sponsoring new distributors into the program.

## 4.2 Sale/Transfer of Distributorship.

A BellaVita independent distributor position may be sold or transferred to a non-distributor only following a period of six (6) months from the distributor origination date. A completed and signed Sales/Transfer form must be submitted to BellaVita either through mail, email or fax. All transfers are subject to a US \$50 transfer fee. When such transfer is approved and accepted by BellaVita, any volume previously accumulated may be removed. Change in business status (individual to corporation or vice versa) also requires a completed and signed Sales/Transfer form and is subject to a US \$25 fee. All fees are payable to BellaVita.

## 4.3 Multiple Applications.

If one applicant submits multiple Distributor Agreement forms listing different sponsors, only the first completed form to be received by BellaVita will be accepted. BellaVita reserves the right, in its sole discretion, to make the final decision with respect to all such disputes.

## 4.4 Placement Changes/Corrections.

One placement change or correction of sponsors may be requested within a period of three (3) days from the date of enrollment. Such adjustments require written permission from both the sponsor and the applicant and shall be directed to the Compliance Department of BellaVita. There will be no fee for the first change requested within the initial three (3) day period.

After the initial three (3) day term, requests for placement change or correction of sponsorship will be reviewed by BellaVita and may be approved by BellaVita in its sole discretion, with additional conditions and restrictions as may be required by BellaVita. Such adjustments require written permission from the sponsor and all upline Distributors that are adversely affected with matching bonuses. All requests for change shall be submitted to the Compliance Department of BellaVita. In the event a placement change or sponsorship change is approved under this paragraph, the Distributor shall pay a change fee of US \$25.00 to BellaVita.

## 4.5 Sponsor Corrections.

Sponsor changes are not permitted. However, sponsor corrections can be made if the error is reported to BellaVita within three (3) days of enrollment. Sponsor corrections must be requested from the current (original) sponsor, stating the reason that the correction needs to be made.



#### **4.6 Acquisition of Business.**

A distributor desiring to acquire another distributor's business must first terminate his/her distributor status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to BellaVita and is subject to BellaVita's approval.

#### **4.7 Adding of Co-Applicants.**

When adding a co-applicant (either an individual or a business entity) to an existing distributorship, BellaVita requires both a written request and a properly executed Distributor Agreement containing both the applicant and co-applicant's Social Security Number and signatures. The original applicant must remain party to the original Distributor Agreement. If the original distributor wants to terminate his/her distributor relationship with BellaVita, he/she must do so in accordance to the BellaVita policy. If this is not followed, the business shall be terminated upon withdrawal of the original distributor. All bonus and commission checks will be sent to the distributor. A co- applicant may not under any circumstance be party to another distributorship. The modification permitted within the scope of this section does not include change of sponsorship. There is a Twenty- Five Dollar (\$25.00) processing fee for changes or additions.

#### **4.8 Training Requirement.**

Distributors are required to assure the adequate training of distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Compensation Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

#### **4.9 Resignation.**

Any distributor may voluntarily resign his/her distributor status by failing to renew when required or by sending written notice to the BellaVita Compliance Department at [compliance@gobellavita.com](mailto:compliance@gobellavita.com). Resignation is effective upon receipt of such notice. A distributor who fails to renew or resigns his/her distributorship may not reapply, either individually or have a financial interest in any other distributor entity, for a period of six (6) months from the date of resignation.

#### **4.10 Suspension.**

BellaVita reserves the right to suspend any distributor position at any time for cause when it is deemed that the distributor may have violated the provisions of the Agreement, as they might be amended from time to time or the provisions of the applicable laws and standards

of fair dealing. BellaVita shall make such involuntary suspension at its discretion pending the investigation of possible Policy violation. BellaVita will notify the distributor by postal delivery and/or email sent to the latest address listed with BellaVita for the distributor. In the event of a suspension, a distributor agrees to immediately cease representing himself/herself as a distributor with BellaVita.

During the investigation period of the suspension, any commissions, overrides or bonuses, which may be due, if any, will be held in abeyance by BellaVita pending resolution. Should the infraction be deemed unsubstantiated by BellaVita, the suspension shall be lifted and any commissions, overrides or bonuses will be credited to the distributorship. During the applicable suspension period, BellaVita shall have the right to prohibit the suspended distributor from purchasing products and services. However, the suspended distributor does not have the right to represent himself/herself as a distributor, or promote his/her distributor business or the products during the applicable suspension period.

#### **4.11 Termination.**

A distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action shall be provided in writing to the distributor and delivered either through postal or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the distributor in accordance with the appeal procedure set forth below.

Immediately upon termination, the terminated distributor:

**a)** Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any BellaVita product, plan or program; **b)** Must cease representing himself or herself as a distributor of BellaVita; **c)** Loses all rights to his/her distributorship and position in the Compensation Plan and to all future commissions and earnings resulting there from; and **d)** Must take all action reasonably required by BellaVita relating to its materials and protection of its confidential information and intellectual property.

BellaVita has the right to offset any amounts owed by a distributor to the BellaVita. Where laws on termination are inconsistent with this policy, the applicable law shall apply.

#### **4.12 Appeal.**

A terminated distributor may appeal the action by submitting a letter to the Compliance Department of BellaVita at [compliance@gobellavita.com](mailto:compliance@gobellavita.com) stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). BellaVita must receive the letter of appeal within ten (10) business days of the date of such notice of termination, or as stated in the notification. If BellaVita has not received the letter of appeal by the deadline date, the involuntary termination shall automatically become final.

If a distributor files a timely appeal, BellaVita will, at its sole discretion, review and notify the

distributor of its decision. The decision of BellaVita shall be final and will not be subject to further review.

In the event that an appeal is denied, the termination shall remain in effect as of the date of BellaVita's original notice.

#### **4.13 Cumulative Remedies.**

All rights, powers and remedies given to BellaVita are cumulative, not exclusive and in addition to any and all other rights provided by law. Upon a breach of the Agreement by a distributor, in addition to suspension and/or termination, BellaVita shall have the right to impose fines as established by BellaVita from time to time and/or to pursue all legal and equitable remedies to enforce its rights under the Agreement as set forth in Section 11.6. BellaVita will have the right to offset against commissions owed to a distributor any amounts owed to BellaVita by such distributor.

# SECTION 5 – Succession, Divorce or Dissolution

## 5.1 Succession.

Notwithstanding any other provisions of this section, upon the death of a distributor, the distributor entity shall pass to his/her successor in interest as provided by law. However, BellaVita will not recognize such transfer until the successor in interest has submitted a completed Sales/Transfer form to BellaVita together with certified copies of the death certificate and will, trust or other instrument and executed a Distributor Agreement. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other distributor. In addition, the successor-in-interest must be of legal age in his/her country of residence.

## 5.2 Divorce or Dissolution.

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the BellaVita business in writing by BellaVita to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
- The parties may continue to operate the BellaVita business jointly on a business-as-usual basis, whereby all compensation paid by BellaVita will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

Under no circumstance will BellaVita split commissions and bonus checks between divorcing spouses or members of dissolving entities. BellaVita will recognize only one (1) downline organization and will issue only one (1) commission check per BellaVita business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties of a divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Distributor Agreement shall be involuntarily cancelled.



# SECTION 6 – Trademark, Literature And Advertising.

## 6.1 Trademark.

The name of BellaVita and the name of all the BellaVita products, services and programs are the trademarks of and owned by BellaVita. Only BellaVita is authorized to produce and market products and literature under these trademarks. This includes, but is not limited, to slides, overheads, brochures, videos, domain addresses, and training and/or marketing materials and all promotional material such as but not limited to t-shirts, caps, pins, magnetic signs, etc. Use of the BellaVita name and the name of all the BellaVita products on any item not produced or authorized by BellaVita is prohibited without written pre-approval.

Distributor acknowledges that any right to use BellaVita's trademarks and copyrighted materials is non- exclusive, and that BellaVita has the right and sole discretion to grant others the right to use such trademarks and copyrighted materials. Distributor expressly recognizes that any and all goodwill associated with the trademarks and copyrighted materials (including goodwill arising from distributor's use) inures directly and exclusively to the benefit of BellaVita and is the property of BellaVita, and that, on expiration or termination of the Distributor Agreement, no monetary amount shall be attributable to any goodwill associated with distributor's use of the trademarks or copyrighted materials.

## 6.2 Phone Directory Listings.

Distributors are not permitted to use the BellaVita trade name in advertising their telephone number and fax number in their local telephone directory or on the Internet telephone directory without identifying themselves as independent distributors or independent contractors.

## 6.3 "Toll Free" Telephone Number Listings.

BellaVita distributors are not permitted to list their 'toll free" telephone numbers under the BellaVita trade name without submitting a request for approval from the Compliance Department of BellaVita. If approval is granted, it must be stated in the following manner:

*John Lee*  
*Independent BellaVita Distributor OR*  
*Independent BellaVita Contractor*

No other variation may be used to describe the distributor's association with BellaVita.

## 6.4 Imprinted Checks.

BellaVita distributors are not permitted to use the BellaVita trade name or any of its trademarks on their business or personal checking accounts.

### **6.5 Imprinted Business Cards or Letterheads.**

BellaVita independent distributors are not permitted to create their own business cards or letterhead with the use of the BellaVita name or trademark without written approval from BellaVita. BellaVita will provide pre-approved business card templates that can be used without any written approval as long as no alterations to the intended content is made.

### **6.6 BellaVita Literature.**

Only official BellaVita literature may be used in presenting BellaVita products and/or the BellaVita Compensation Plan and business. BellaVita literature may not be duplicated or reprinted without prior written permission from BellaVita which may be obtained through emailing the Compliance Department at [compliance@bellavita.com](mailto:compliance@bellavita.com). Banners, trade show materials, and other related promotional material must be approved in advance and in writing by BellaVita. Items on the corporate website and the replicating website may be downloaded for promotional purposes.

### **6.7 Advertising.**

Only BellaVita approved materials may be used in the placement of any advertising in any print, radio, television, internet, electronic or other media. No person shall use the BellaVita name, logos, trademarks or copyrighted material in any advertising produced by BellaVita without express written permission from the Compliance Department of BellaVita. For approval fax or email a copy of the proposed advertising material to the BellaVita Compliance Department. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Distributors should allow forty-eight (48) hours from receipt for processing.

### **6.8 Internet and Website Policy.**

A BellaVita distributor may promote his/her distributor business through BellaVita's replicating website program only. The website links seamlessly directly to the official BellaVita website giving the distributor a professional and BellaVita-approved presence on the Internet. No distributor may independently design a website that uses the names, logos, or product descriptions of BellaVita or otherwise promote (directly or indirectly) BellaVita products or the Compensation Program. Distributors may not use the trademarks of BellaVita or any derivative or abbreviation thereof as a domain name or email address. Distributors may not advertise or promote their distributor business or BellaVita's business, products or marketing plan or use BellaVita's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of BellaVita, which approval may be withheld in its sole discretion. If written approval is given, distributors must abide by the guidelines set forth by BellaVita, including, but not limited to the following: (a) distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor distributors; (b) distributors operating on-line websites, whether or not they collect personal information from

individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used; (c) distributors sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, distributors shall refrain from sharing such information; (d) distributors shall provide individual consumers the option to terminate any further communication between the distributor and the consumer and if any consumer requests that a distributor cease communication, the distributor shall immediately stop communicating upon such request; (e) distributors must abide by all laws and regulations regarding electronic communications; (f) distributors may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (g) distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (h) distributors may not, directly or indirectly, send bulk unsolicited e-mails to persons with whom he or she they have no prior or existing personal or business relationship.

### **6.9 Domain Names.**

Distributors may not use or attempt to register any BellaVita trade names, trademarks, service marks, product names, BellaVita name or any derivative thereof, for any Internet domain name.

### **6.10 Email and Newsgroup Marketing.**

Distributor emailing or employing the services to email unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional materials supplied directly by BellaVita. "Spamming" as well as telephoning or faxing without consent in compliance with various laws is strictly prohibited. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Users of BellaVita website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website.

### **6.11 Auction Sales.**

Distributors may not sell BellaVita products or promote the BellaVita program via live, silent, internet or any other type of auctions, the only exception is if the product is offered at the full distributor suggested retail price. This policy will be strictly enforced, any violators will have their accounts immediately suspended.

### **6.12 Income Claims.**

Distributors may not display, in any manner for recruiting purposes or any other reasons, commission checks or make specific income claims or representations.

### **6.13 Trade Shows.**

With prior written authorization from BellaVita, distributors may display BellaVita products and the opportunity at trade shows. Requests for participation in trade shows must be received in writing by BellaVita at least two (2) weeks prior to the event. BellaVita products and the BellaVita business are the only products and opportunity that may be offered directly or indirectly at the trade show booth or table. Only BellaVita approved marketing materials may be displayed or distributed.

### **6.14 Re-Packaging Prohibited.**

The repackaging of BellaVita products for resale or for any reason whatsoever is prohibited.

### **6.15 Recordings.**

Distributors shall not alter any BellaVita produced audio or video materials detailing the BellaVita opportunity or products without prior written approval. Distributors shall not audiotape in any manner any BellaVita function without prior approval.

### **6.16 Telephone Answering.**

Distributors may not answer the telephone or create recordings saying "BellaVita" or in any manner that could lead the caller to believe that he or she has reached a Corporate Office of BellaVita.

### **6.17 Voicemail Systems.**

BellaVita maintains an email communication system within Team Office for use by distributors. This system is a tool intended to promote communication with downline organizations. Under no circumstance shall a distributor use the BellaVita email system to promote the sale of other services and products or any non-BellaVita program or opportunity.

### **6.18 Media Interviews.**

Distributors are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize BellaVita, its products or their BellaVita businesses, without the express prior written approval of BellaVita. All media inquiries should be referred to BellaVita's corporate office.



# SECTION 7 – Payment of Bonuses and Overrides

## **7.1 Distributor Agreement.**

Bonuses and overrides cannot be paid until a completed BellaVita Distributor Agreement has been received and accepted by BellaVita. Bonuses are paid ONLY on the sales of BellaVita products. No bonuses are paid on the purchases of any sales material, sales aids or the recruitment of distributors.

## **7.2 Commission Checks.**

The minimum amount of payment of commission checks is U.S. Twenty Dollars (\$20.00) or as otherwise mandated by any country in which BellaVita operates. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds U.S. Twenty Dollars (\$20.00).

## **7.3 Deductions.**

A card processing fee of U.S. Ten Dollars (\$10.00) will be deducted from a distributor's first bonus for the production of the BellaVita Pay Card.

## **7.4 Unclaimed Commissions and Credits.**

There shall be a Fifteen Dollar (\$15.00) charge for issuing a check should an distributor require a physical check be written and sent for any unclaimed income or credits.

## **7.5 Dormant Outstanding Commission Payments.**

Commissions in a distributor's Pay-Hub or e-Wallet when there has been no activity in the e-Wallet for a period of one (1) year after termination due to inactivity will be retained by the company.

## **7.6 Funds Availability Policy**

BellaVita strives to maximize the use of company resources, including its cash deposits. It is the company's policy to always have sufficient cash on hand to meet the normal commission payments and funds requests of its members. However, large funds requests that are not consistent with the normal weekly requests may require special arrangements and take extra time. For this reason, it is BellaVita's policy to limit funds requests to a maximum of \$15,000 per week. Special arrangements can be made to accommodate larger funds requests with advance notice.

# SECTION 8 – Purchase and Sale of Products

## **8.1 Sales Presentations.**

At sales presentations, distributors shall truthfully identify themselves, the BellaVita products, and the purpose of their business to prospective customers. Distributors may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Distributors must immediately discontinue a demonstration or sales presentation upon the request of the consumer. Distributors shall not directly or by implication, denigrate any other company or product. Distributors shall refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Distributors shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

## **8.2 Purchase at Discount.**

BellaVita distributors are entitled to purchase products from BellaVita at a discounted price.

## **8.3 Stockpiling Prohibited.**

The success of BellaVita depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. BellaVita recognizes that distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new distributors as they are sponsored. However, BellaVita strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Compensation Plan.

## **8.4 Back Orders.**

Should any BellaVita product be unavailable for any period of time, BellaVita distributors will be given the option of placing the order(s) and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

## **8.5 Seventy Percent Rule.**

In order to qualify for commission and overrides, each distributor must certify with the purchase of product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the "Seventy Percent Rule".

### **8.6 Retail Sales Required.**

In order to qualify for any compensation payable under the BellaVita Compensation Plan, a distributor should make retail sales to the ultimate consumer.

### **8.7 Shipping Address.**

BellaVita will only accept street addresses for shipping purposes. Orders will be shipped via a local courier or shipper as determined by BellaVita so that they may be tracked and, if necessary, replaced in a timely manner.

### **8.8 Direct Purchases.**

A BellaVita distributor should purchase product needs directly from BellaVita. In the event that a distributor obtains product from his/her sponsor or upline distributor's personal inventory, the commissions associated with the purchase will be attributed to the sponsor or upline who purchased the product.

### **8.9 Credit Card Purchases.**

Credit card purchases may only be made by the individual whose name and address is on the credit card. Any distributor who uses another individual's credit card to pay for purchases should submit a credit card authorization form to BellaVita with the order prior to placing the order. BellaVita considers unauthorized credit card use as fraudulent and will report such actions to the proper authorities for settlement.

### **8.10 Credit Card Chargebacks.**

Under no circumstance will any distributor charge back any credit card purchase. Any distributor who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a distributor's credit card, the distributor should immediately contact BellaVita to initiate an investigation and resolution.

### **8.11 Commission Adjustments.**

Any upline distributor affected by returned products to BellaVita will accordingly be subject to adjustment in his/her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned products.

### **8.12 Bonus Buying.**

Bonus buying includes (a) the enrollment of an individual or entity as a BellaVita distributor without the knowledge of and/or execution of a Distributor Agreement by such individual or entity; (b) the fraudulent enrollment of an individual or entity as a distributor; (c) the enrollment or attempted enrollment of a non-existent individual or entities as distributors (phantoms); or (d) the use of a credit card on behalf of a distributor when the distributor is not the account holder of such credit card. Bonus buying constitutes a breach of these Policies and Procedures, and is strictly prohibited.

### **8.13 Shipping Costs.**

It is the ordering distributor's sole responsibility to indicate a reliable address for shipping and delivery. Shipping costs will be automatically calculated. All shipping and delivery charges are included in the final price of BellaVita product. The final price of the product may vary from country to country as a result of shipping fees, delivery charges, duties and taxes.

Should the receiving party of an order shipped from BellaVita refuse delivery and the shipment is returned to BellaVita, the ordering distributor's status will be made "suspended" pending resolution of the delivery refusal. Return delivery charges will be deducted from the distributor's account.

### **8.14 Returned Packages.**

In the event that a package is returned due to a distributor's error or if the package was not picked up in a timely manner and returned, BellaVita will charge the distributor a re-shipping fee.

### **8.15 Special Orders.**

BellaVita will not "hold" orders or delay shipment of products that have been processed. Once payment has been received, all orders must be released for shipping.

### **8.16 Consignment.**

In order to protect the BellaVita business and the integrity of BellaVita, BellaVita products may not be delivered to a BellaVita distributor or another party on consignment. Only authorized BellaVita distributors may sell BellaVita products.

### **8.17 Damaged Shipments.**

1. Accept delivery. 2. Before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged, while also including photographic evidence of such. 3. Save the damaged product and box(es) for inspection by the shipping agent. 4. Make an appointment with the shipping company to have the damaged goods inspected. 5. File a claim with the shipping company. 6. Notify the Customer Service Department of BellaVita at [support@gobellavita.com](mailto:support@gobellavita.com).

### **8.18 Short Shipments.**

BellaVita takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors must report any damages within five (5) business days following receipt of shipment. Once notified and verified, BellaVita will ship missing items to the address on the original order.

### **8.19 Sales Tax.**

Distributors are responsible for reporting and paying all applicable sales tax in the country or jurisdiction they reside.

# SECTION 9 – Sales and Pricing

## **9.1 Price Changes.**

All BellaVita products prices are subject to change without prior notice.

## **9.2 Suggested Retail Pricing.**

BellaVita provides a suggested retail price as a guideline. BellaVita distributors may sell BellaVita products at whatever price they and their customers agree upon, however a distributor is not permitted to advertise any price below the BellaVita suggested retail price. This includes but is not limited to “free” products or any other special pricing that would fall below the suggested retail price. No BellaVita product may be offered along with the products of any other company regardless of whether that product is offered through network marketing or any other means.

## **9.3 Receipts: Retail Customers.**

BellaVita distributors will provide all retail customers of BellaVita products with printed sales receipts.

## **9.4 Insufficient Funds.**

It is the responsibility of each distributor to make certain that current credit card information is on file for autoship payments and that there are sufficient funds for the draft.

## **9.5 Returned Checks.**

Under normal circumstances BellaVita does not accept checks as a form of payment. However in the unusual situation where a check for payment was approved and that check was returned all distributor checks used for payment of product will be re-submitted for payment. A Twenty-Five Dollar (\$25.00) processing fee will be charged to the account of the offending distributor. All subsequent orders must be paid by credit card, money order or cashier’s check.

# SECTION 10 - Retail Guarantee and Refund Policy

## 10.1 Product Returns.

## THE BELLAVITA SATISFACTION GUARANTEE POLICY

If any Independent Distributor or Preferred Customer is unsatisfied with any BellaVita product purchased, BellaVita offers a 100% sixty (60) day no questions asked money-back guarantee (unless otherwise required by law) from the date the product was purchased. This guarantee applies on the Distributor or Preferred Customers first purchase, on all subsequent purchases Distributors and Preferred Customers are always entitled to full replacement for any product that is damaged or not in useable condition. Please note that shipping charges are not refundable. Returns of the purchase price constitute a Distributor or Preferred Customers voluntary request to cancel. All refunds will be processed within 7 business days. Should you request a refund through the BellaVita Satisfaction Guarantee your Distributor or Preferred Customer Agreement will be automatically terminated and you will lose all rights to any downline organization, and you will lose all rights to all remuneration under the BellaVita Compensation Plan. To request a refund simply do so by emailing your written request with your BellaVita ID number and or order number to support@gobellavita.com.

## 10.2 Return by Online and Preferred Customers.

BellaVita offers online and preferred customers an unconditional sixty (60) day money back guarantee. If for any reason an Online or Preferred customer is dissatisfied with any BellaVita product he/she may return his/her initial purchase of that product within sixty (60) days for a replacement, exchange or full refund of the purchase price (less shipping).

## 10.3 Return Product Authorization.

Before any product may be returned to BellaVita, whether it is a shipping error, retail customer return, damaged product or resignation, the distributor must contact BellaVita customer service either by fax or email to obtain a Return Merchandise Authorization number (RMA). Any package received without such identification clearly visible on the package exterior will be refused.

## 10.4. Quality Control (QC).

BellaVita will replace, within thirty (30) days of purchase any product found to be defective.



However, no product should be returned to BellaVita prior to the approval to do so from BellaVita Customer Service whether through fax, or email request. In order to assure that replacement product will be issued, strict compliance to the following procedure is required:

1. A written replacement request must be submitted, stating the reason for the request and accompanied by verification of payment.
2. Upon notification BellaVita will instruct the distributor where to ship the product and will issue an RMA (Return Merchandise Authorization) number, which must be clearly written on the exterior of the returned package(s). Upon receipt and verification BellaVita will ship out the replacement product(s).

### **10.5 Resignation Returns.**

If a distributor wishes to return product purchased for personal use, inventory purposes or sales aids while the Distributor Agreement was in effect, all product in CURRENT, REUSABLE AND RESALABLE condition which has been purchased within twelve (12) months shall be repurchased subject to compliance with the Seventy Percent Rule (see item 8.5) . The purchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant minus any freight charges and commissions paid to the distributor. Any such requests will be considered a resignation of the distributorship.

In the event that inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of thirty (30) days during which time the distributor has the right to request return of those items. Distributors will pay for all shipping charges. Should this request not be received by the customer service department in the time period noted above, BellaVita reserves the right to destroy such inventory without further compensation to that distributor.

In order to ensure that a distributor refund issued in a timely manner, the following steps should be followed: 1. A written request must be submitted, either by fax, postal delivery or email to BellaVita customer service, clearly citing the reason for the resignation and for the return of product and/or sales materials. 2. Upon receipt of the proper information, BellaVita will instruct the distributor where to ship the products along with the RMA (Return Merchandise Authorization) number, which must be clearly visible on the exterior of all packages. Any return without this information on the outside of the package will be refused without exception. BellaVita will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise. 3. The distributor assumes the cost of shipping any merchandise to BellaVita. 4. The distributor assumes responsibility for packing and shipping products in a manner that will ensure that it is received in a timely manner and with minimal damage. BellaVita will not accept damaged merchandise for refund. 5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used to place the order, the reimbursement will be issued back to that same card.

### **10.6 Unauthorized Returns.**

Should a distributor refuse delivery of any BellaVita shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary suspension.

### **10.7 Buyer's Right to Cancel.**

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail consumer sales of Twenty-Five Dollars (\$25.00) or more that occur away from the retailer's main office. In addition, the distributor must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchases the goods.

### **10.8 Exchanges.**

BellaVita will not accept product exchanges from distributors.

### **10.9 Distributor Responsibility.**

If a retail customer mails or delivers to a distributor a valid notice of cancellation prior to midnight on the third (3rd) business day after ordering or purchasing product, it must be honored by the distributor. If a buyer has taken delivery of the goods, that product must be returned along with the notice, in as good a condition as when delivered. Within ten (10) business days after receiving the notice, the distributor must refund all payment made under the contract of sale.

Should retail customers contact BellaVita customer service concerning refusal of a distributor to issue the appropriate refund in the time period indicated, such distributor will be subject to suspension of distributorship pending resolution of the complaint.

### **10.10 Warranties.**

Except as expressly stated herein, BellaVita makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through BellaVita.

# SECTION 11 – General Provisions

## **11.1 Record Keeping.**

BellaVita encourages all of its distributors to maintain complete and accurate records of their business transactions. BellaVita may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

## **11.2 Amendments.**

BellaVita, at its discretion, reserves the right to amend the Policies and Procedures as set forth therein, its distributor or suggested retail prices, product availability and formulations, and Compensation Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Compensation Plan modifications and all changes thereto, shall become a binding part of the Agreement upon publication on the official BellaVita website. It is the distributor's responsibility to stay abreast of current and updated information, and BellaVita is in no way liable for any distributor's lack of knowledge of the updated and current information. In the event of any conflict between the applicable Agreement and any such amendment, the amendment shall control. If BellaVita brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised, only the most current version is authorized for use by BellaVita distributors.

## **11.3 Non-Waiver Provisions.**

No failure of BellaVita to exercise any power under these Policies and Procedures or to insist on strict compliance by a distributor with any obligation to provision herein, and no custom or practice of the parties at variance with these Policies and Procedures shall constitute a waiver of BellaVita's right to demand exact compliance with these Policies and Procedures. Waiver by BellaVita can be affected only in writing by an authorized officer of BellaVita. BellaVita's waiver of any particular default by a distributor shall not affect or impair BellaVita's right or obligation of any other distributor, nor shall any delay or omission by BellaVita to exercise any right arising from default affect or impair BellaVita's right as to that or any subsequent default.

## **11.5 Reporting Policy Violations.**

Distributors observing a policy violation by another distributor should submit a written report of the violation to the Compliance Department of BellaVita either through fax, postal delivery or email. Such documents must bear the distributor's signature and BellaVita Identification Number. Anonymous complaints will not be accepted under any condition. No telephone calls will be accepted with such matters as documentation must be presented in writing, both from the complaining party or parties and ultimately from the individual(s) cited for policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be include in the report.

## **11.6 Arbitration.**

All disputes and claims relating to BellaVita, the Agreement, or its products, the rights and obligations of a distributor of BellaVita, or any claims or causes of actions relating to the performance of either a distributor or any BellaVita under the Agreement, and/or a distributor's purchase of product(s) shall be settled totally and finally by arbitration in Las Vegas Nevada USA or such other location as BellaVita prescribes, in accordance with the Federal Arbitration Act, and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions, with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses or arbitration, including legal and filing fees. If a distributor files a claim or counterclaim against BellaVita, a distributor shall do so on an individual basis and not with any other distributor or as part of a class action. 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 for arbitration shall survive any termination or expiration of the Distributor Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of BellaVita, without BellaVita's written consent. BellaVita may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to BellaVita. In addition to monetary damages, BellaVita may obtain injunctive relief against a distributor in violation of the Agreement, and for any violation of misuse of BellaVita's trademark, copyright or confidential information policies.

Nothing in this rule shall prevent BellaVita from terminating the Distributor Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect BellaVita's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Compensation Plan or the Distributor Agreement.

The existence of any claim or cause of action by a distributor against BellaVita, whether predicated on the Distributor Agreement or otherwise, shall not constitute a defense to BellaVita enforcement of the covenants and agreements contained in the Distributor Agreement.

### **11.7 Entire Agreement.**

This Agreement (comprised of these Policies and Procedures, the Distributor Agreement and the Compensation Plan, as may exist or hereafter be amended, constitutes the entire agreement of the parties regarding their relationship, the subject matter hereof and related hereto.

### **11.8 Severability.**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure which BellaVita has prescribed is held to be invalid or unenforceable, BellaVita shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A distributor shall be bound by any such modification. The modification shall be effective in the jurisdiction on which it is required.

### **11.9 Limitation of Damages.**

To the extent allowed by law, BellaVita and its affiliates, officers, directors, employees and other distributors shall not be liable for and each distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claims whatsoever relating to BellaVita's performance, non-performance, act of omission with respect to the business relationship or other matter between the distributor and BellaVita whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the distributor shall not exceed and is hereby expressly limited to, the amount of unsold BellaVita product owned by the distributor, which was directly purchased thereby from BellaVita and any commissions or bonuses due

### **11.10 Indemnity Agreement.**

Each and every distributor agrees to indemnify and hold harmless BellaVita, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the distributor's (a) activities as a distributor; (b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

### **11.11 Force Majeure.**

BellaVita shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

### **11.12 Governing Law.**

The Agreement shall be governed by the laws of the State of Nevada.