

## Independent Representative Agreement General Terms and Conditions

### **A. THE INDEPENDENT REPRESENTATIVE AGREES:**

1. To promote and sell Bella Fizz products only to ultimate consumers and not to resellers, and only in quantities generally purchased by an ultimate consumer for personal use. I understand that I may not sell or display Bella Fizz products in retail sales or service establishments.
2. To maintain the highest standards of integrity, honesty and responsibility in dealings with the Company, consumers and other Independent Representatives of the Company. To present Bella Fizz products in a truthful and sincere manner and hold the Company harmless from damages resulting from misrepresentations by me.
3. To protect the Bella Fizz trademarks and trade name by obtaining the Company's written permission prior to my use in any advertising (including but not limited to the Internet) or literature other than Company-published material. I understand that display or sale of Bella Fizz products in or to public, retail or service establishments of any kind (including Internet retail or auction sites) is prohibited under the terms of this Agreement. I agree that I will not (directly or indirectly through any intermediary or instrumentality) offer for sale, or facilitate the offering of Bella Fizz products for sale through such establishments or websites (including, but not limited to, eBay and Amazon). I understand that the obligations in this paragraph survive the termination of this Agreement.
4. As an independent contractor, to assume sole liability for all self-employment taxes, tax filings and registrations legally required by my activities as an Independent Representative and to abide by all federal, state and local laws governing my Bella Fizz business, including anti-spam, privacy and other consumer protection laws.
5. To purchase the Starter Kit and all Bella Fizz products only from the Company. All orders submitted to the Company shall be accompanied by cash, credit card charge, cashier's or certified check or money order made payable to the order of "Bella Fizz LLC." for the full amount due. I understand that all orders are subject to acceptance by Company and the terms of this Agreement.
6. I am not a joint venturer with, or franchisee, partner, agent or employee of the Company. I have no power or authority to incur any debt, obligation or liability on behalf of the Company. I understand that all Independent Representatives are independent contractors and are subject to this provision.
7. When presenting the Bella Fizz opportunity, to do so in a truthful and sincere manner and ensure that any prospective Independent Representative recruited by me is the age of 18 years or older and receives education and materials related to a Bella Fizz business upon submission of an Independent Representative Agreement.
8. To keep my contact information on file with the Company up-to-date, including my current address and phone number. The Company may release my name and telephone number in response to a customer's request for an Independent Representative in my area. If this information is not to be released, I agree to notify Company that I do not

want this information released by written notice directed to: [\_\_\_\_\_]. The Company also may share information about me with other Independent Representatives and third-party vendors as necessary for the fulfillment of contractual obligations.

9. To keep the personal information of other Independent Representatives, customers and potential customers that I obtain as a result of, or in connection with, my Bella Fizz business secure and not to disclose or share this information with others without express permission from the individual. I further agree to treat any and all personal information received by me directly or indirectly from the Company as highly confidential and to not disclose it to others without the express authorized written permission of the Company.
10. To abide by the terms, conditions and guidelines of all tools and services that the Company makes available and that I use to support my business.
11. To comply with any changes to the General Terms and Conditions of the Independent Representative Agreement that may be made by the Company. The Company may change suggested retail prices, discounts, commissions, shipping and handling charges, contest rules and active status requirements at any time, which become effective after the Company has provided 10 days' written notice of the changes by posting on the Company website(s).
12. I may not delete, add, modify, tamper with, or alter any labels, material, or packaging for Bella Fizz products or associated product literature.
13. I am responsible for providing customers with high quality Bella Fizz products and for the proper storing and handling of Bella Fizz products. I agree to follow any specific instructions provided on product labels, literature, and fact sheets, as well as any other instructions that may be provided through the Company website(s).
14. To provide truthful and accurate information to my customers and potential customers regarding Bella Fizz products. I will provide contact information to my customers sufficient to allow them to contact me in the event the customer has questions about a product or a product purchase.
15. During the term of my Independent Representative Agreement and for six months thereafter, not to engage, directly or intentionally, in any business that competes with the Company after I have reached the Premier Bella Title.
16. The Independent Representative will pay the Company \$25 upon the Company's acceptance of this Agreement and upon each annual renewal of this Agreement.
17. The Independent Representative will pay the Company a monthly fee upon the Company's acceptance of this Agreement to keep their personal website active. The Independent Representative shall ensure all customer orders are placed and processed through the Independent Representative's personal website.

**B. BELLA FIZZ LLC ("COMPANY") AGREES:**

1. Not to impose any geographical territories on Independent Representative concerning except as provided in Section A. 1.

2. Company reserves no right of control or direction of Independent Representative's activities, other than the right to question results.
3. Customer names and addresses furnished by Independent Representative to the Company in connection with optional programs shall remain the sole property of Independent Representative and will not be used by the Company or disclosed by the Company to other parties without Independent Representative's permission, except as may be required by law.

**This Agreement is subject to written acceptance by the Company. Such acceptance is conditioned upon receipt of a Starter Kit by Independent Representative. This Agreement shall be governed by the laws of the State of Michigan as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to this Agreement that any issues which either party may elect to submit for legal jurisdiction shall be submitted to the jurisdiction of the courts of the State of Michigan, with the exception of any dispute or controversy arising out of or relating to the use or misuse of Bella Fizz intellectual property, which dispute may, at the sole discretion of the Company, be submitted to the exclusive jurisdiction of the Federal District Court for the Western District of Michigan. The parties agree that the venue for any court action shall be Grand Rapids, Michigan.**

**This Agreement is not subject to alteration, modification or change, except in writing, signed by an authorized executive of the Company and shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by the Company to the Independent Representative. This Agreement shall be effective for one year following the date of acceptance by the Company and shall thereafter be renewed on each annual anniversary of the date of acceptance, for additional terms of one year each, provided that the Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.**

Each party shall pay its own fees and expenses (including attorney's fees) in connection with this Agreement and the subject matter hereof (including, without limitation, any claim or action with respect to any breach or alleged breach of this Agreement).

This is the sole and only Agreement between the parties relating to the subject matter hereof, and both parties acknowledge that the Independent Representative is not an employee of the Company and will not be treated as an employee with respect to this Agreement for federal, state or local tax purposes, or otherwise.

## Terms and Conditions

### **Electronic Disclosures**

#### 1. Electronic Disclosure Notice:

All documents, including but not limited to, this Electronic Disclosure Agreement, your Independent Representative Agreement and other documents that may apply to you in your capacity as a Bella Fizz Independent Representative, as well as all notices, disclosures and records (collectively, "Disclosures") relating to your independent business with Bella Fizz LLC may be sent to you electronically at the email address indicated by you in the registration section or by viewing the Disclosures on the Internet.

Alternatively, Bella Fizz LLC may provide you with Disclosures through the mail.

#### 2. Consent to Electronic Disclosures:

You agree to receive all Disclosures from Bella Fizz LLC electronically which Bella Fizz LLC may send to you by email or by viewing the Disclosures on the Internet.

#### 3. Withdrawal of Consent:

You may withdraw your consent to electronic Disclosures in the future at any time without charge, subject to the conditions set forth below.

Conditions.

a. To withdraw your consent, notify the Company in writing.

In the event you withdraw your consent to receiving electronic Disclosures, you will still remain subject to all of the terms and conditions of your Independent Representative Agreement. Among other provisions, your Independent Representative Agreement provides that any required written notice may be given by posting such notice on the Company website(s).

#### 4. Technical Requirements:

To access Disclosures electronically and print copies of these Disclosures for your records, you must have Internet access, as well as access to a printer. You acknowledge that you have access to a computer that is capable of accessing the Internet and an Internet browser that enables you to access Bella Fizz LLC's web site. You also acknowledge that you have access to a printer or the ability to make hard copies of the Disclosures.

#### 5. Contact Information:

You agree to promptly notify us of any changes in your email address or your home address.