

BELCORP BEAUTY ADVISOR TERMS AND CONDITIONS

I understand that Belcorp USA is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics (<http://www.dsa.org/consumerprotection/Code>), including provisions dealing with the return of inventory.

TERMS AND CONDITIONS

The following terms and conditions that appear in this Agreement govern the legal relationship between Ventura International Ltd., a Delaware corporation doing business as BELCORP USA and in the business of commercializing BELCORP USA Products under the L'Bel brand, and its successors and assigns (hereinafter referred to as "BELCORP USA" or the "Company"), and the Belcorp Beauty Advisor who accepts the terms of this Agreement on BELCORP USA's website, www.belcorpusa.com, or signs this Agreement below (hereinafter referred to as "Independent Sales Person") (BELCORP USA and the Independent Sales Person are referred to collectively herein as the "Parties"). In consideration of the mutual promises set forth below, the Parties agree as follows:

I. INDEPENDENT SALES PERSON PROVISIONS:

The Independent Sales Person agrees:

- a. To promote the sale of BELCORP USA products actively, to honor the BELCORP USA tradition of integrity and personal service, and to honor the BELCORP USA Guarantee promptly.
- b. To make no statements, claims or representations, or do anything that would impair the name, reputation or goodwill of BELCORP USA or its officers or employees.
- c. To sell only to consumers and not to sell BELCORP USA Products for resale to or through third parties, including any third party business entity, retail establishment, or Web site unless authorized by BELCORP USA in writing. Independent Sales Person will not use or register, and does not currently own, any domain names, keyword or meta tags that include, in whole or in part, any of BELCORP USA's trademarks including, without limitation, the name BELCORP USA or L'Bel; to the extent Independent Sales person does own any domain names, Independent Sales Person hereby consents to transfer them to BELCORP USA.
- d. To place product orders and to pay BELCORP USA for such orders on time and to collect sales tax on customer sales. In addition to any amounts that Independent Sales Person owes to BELCORP USA, Independent Sales Person will be responsible for the payment of all fees assessed to her/his account by BELCORP USA and for any collection costs, attorney fees, expenses and court costs incurred by BELCORP USA in collecting all such amounts. Independent Sales Person agrees that any amounts owed by her/him to BELCORP USA prior to this Agreement becoming effective, if any, shall be immediately paid to BELCORP USA. All orders are required to be paid at the time that orders are placed, either online, by fax or by telephone with a valid credit card issued in Independent Sales Person's name, or by electronic transfer.
- e. To recognize that Independent Sales Person is an independent contractor and has no power or authority to incur any debt, obligation or liability, or to make any promise, agreement or contract on behalf of BELCORP USA. Independent Sales Person agrees that s/he will not be treated as an employee for any purpose, including federal, state or local tax purposes, and Independent Sales Person is responsible for paying her/his own income and self-employed taxes. Independent Sales Person further agrees that s/he is not entitled to workmen's compensation coverage from BELCORP USA and that s/he will be solely responsible for obtaining and maintaining at all times all required business licenses and insurance, including worker's compensation coverage, appropriate to her/his status as an independent contractor. BELCORP USA shall have no right to control the manner, means, or method by which Independent Sales Person performs the services called for by this Agreement, although BELCORP USA shall be entitled to assess the performance of such services by Independent Sales Person for the limited purposes of assuring that such services have been performed in a manner satisfactory to BELCORP USA. Independent Sales Person shall defend, indemnify and hold harmless BELCORP USA and its officers, directors, employees and agents from and against any claims, liabilities or expenses (including, without limitation, attorney's fees) relating to or arising from any claim that s/he is not an independent contractor, including (without limitation) any claim relating to withholding or other taxes.
- f. To comply with and abide by the Direct Selling Association Code of Ethics, the BELCORP USA MLM Compensation Plan and BELCORP USA sales guidelines, Policies and Procedures, (as any of the same may be amended from time to time), all of which are incorporated into and made a part of these Terms and Conditions, and which Independent Sales Person hereby acknowledges having reviewed.
- g. To have the right to recruit and enroll persons in the BELCORP USA MLM Compensation Plan, subject to such persons executing these Terms and Conditions (as the same may be amended from time to time by BELCORP USA) and agreeing to comply with and abide by the BELCORP USA MLM Compensation Plan and the BELCORP USA sales guidelines, Policies and Procedures (as may be amended from time to time by BELCORP USA).
- h. To comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and to make all reports and payments as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
- i. Unless the Independent Sales Person has served as a Beauty Advisor with BELCORP USA within nine (9) months prior to signing this Agreement, to pay \$59.99 (L'Bel Beauty Box Kit, a "Starter Kit") to BELCORP USA as an enrollment fee for the privilege of becoming an official Independent Sales Person and selling BELCORP USA products. This fee shall be paid by the Independent Sales Person that has not served as a Beauty Advisor with BELCORP USA within nine (9) months prior to signing this Agreement, at the time this Agreement is submitted by Independent Sales Person to BELCORP USA, by credit card issued in the name of Independent Sales Person. The Independent Sales Person may obtain a refund of the enrollment fee payable pursuant to the above if Independent Sales Person requests such refund in writing within 10 days of the date the Independent Sales Person is enrolled; in such event, the Independent Sales Person must return the Starter Kit, in its entirety, with product unopened, and this Agreement shall automatically terminate and the other provisions relating to termination set forth in Section III of this Agreement shall apply.
- j. Not to sell or market during the term of this Agreement beauty products that compete with BELCORP USA products or engage in sales, marketing or recruiting for any other direct sales/multi-level marketing organization(s). This prohibition is only for Independent Sales Persons in Rank Prestige Director and higher.
- k. To treat any Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, not to use any Confidential Information for any purpose except as required in the sale of BELCORP USA products. You shall take reasonable measures to safeguard Confidential Information from theft, loss or inadvertent disclosure, including by appropriately disposing of such information, and you shall notify the Company immediately in the event you become aware of any loss, theft or unintended disclosure of any Confidential Information. "Confidential Information" as used herein shall mean the BELCORP USA MLM Compensation Plan, marketing information, business strategies, finances, lists, contact information or other personally identifiable information of customers or other BELCORP USA Independent

Sales People, product pricing information, or any other confidential information of BELCORP USA, whether spoken, written or printed in electronic or any other form or medium. Any Confidential Information developed by the Independent Sales Person shall be subject to the terms and conditions of this clause. Confidential Information shall not include information that (a) is or becomes generally available to the public other than through the Independent Sales Person's breach of this Agreement, or (b) is communicated to the Independent Sales Person by a third party that had no confidentiality obligations with respect to such information. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order.

II. ADDITIONAL PROVISIONS:

- a. All Purchase Orders are subject to acceptance by BELCORP USA.
- b. BELCORP USA reserves the right to discontinue products or to change prices at any time. BELCORP USA reserves the right to change discount schedules or incentive programs upon ten (10) days prior written notice to Independent Sales Person.
- c. Independent Sales Person may cancel a Purchase Order at any time prior to midnight of the third business day after the date of Purchase Order. (See the Notice of Cancellation on your Business Office Suite for an explanation of this right). A credit or refund will be provided to Independent Sales Person for initial shipping fees or return shipping costs if cancellation occurs within 3 business days of the Purchase Order. A cancellation fee and Shipping charges will be applied to cancellations made after 3 business days after the date of Purchase Order. This fee will also apply to orders placed but rejected upon delivery to an Independent Sales Person.
- d. Independent Sales Person may return or exchange ("ERC") products within 60 days from the date of purchase (i.e. date payment is made to Belcorp). Any return or exchange request made more than 60 days from the date of purchase will be reviewed by BELCORP'S USA ERC Committee. Once a product return request is approved by BELCORP USA, BELCORP USA will credit on the Independent Sales Person's L'Bel account the price of the product paid by the Independent Sales Person including taxes, or refund it to the credit card used to make the purchase, as requested by the Independent Sales Person. To receive the aforementioned credit for product returns, all such products must be shipped back to BELCORP USA in unused, original purchase condition and unopened original packaging. Shipping and handling charges are nonrefundable.
- e. BELCORP USA does not require nor encourage the building up of inventory by the Independent Sales Person. BELCORP USA will repurchase, on reasonable commercial terms, unopened and unused sales aids, currently marketable inventory or promotional items that Independent Sales Person previously purchased from BELCORP USA for promoting her/his business within the twelve (12) months from the date of purchase at not less than 90% of the Independent Sales Person's net costs less any setoffs or legal claims, if any. Currently marketable inventory does not include expired, seasonal or discontinued products. This provision does not apply to requests for repurchase made more than six months after termination of this Agreement.
- f. The Independent Sales Person hereby gives her/his consent for BELCORP USA and its agents, contractors, successors or assigns to use, display, reproduce, publicly perform, distribute, modify, create derivatives in whole or in part, or publish in any medium or embodiment, now known or hereafter to become known, her/his name, image, photograph, likeness,, contact information, performance statistics, and statements and all materials created by or on behalf of Company that incorporate any of the foregoing ("Materials"), whether in promotional or other printed materials, webpages or social media pages, photographs, videos, voice recordings, or printed and/or electronic copies or versions of the same.
The Independent Sales Person affirms that s/he understands and agrees there shall be no monetary compensation now or in the future in exchange for use (as described above) of the Materials. BELCORP USA may reprint, publish or republish, alter or retouch any of the Materials without Independent Sales Person's permission, prior approval, or consent. BELCORP USA shall have complete ownership of all right, title and interest in and to the Materials, including copyright therein, and the Independent Sales Person acknowledges that she/he has no interest or ownership in the Materials or their copyright. The Independent Sales Person represents and warrants to BELCORP USA that the use of the Materials and the consent granted hereunder does not, and will not, violate any right of, or conflict with or violate any contract with any person or entity, and that no consent from any third party is required in connection therewith. The Independent Sales Person hereby releases all claims against BELCORP USA and its licensees now or in the future arising out of or in connection with the use of the Materials, including without limitation, any and all claims for libel and/or invasion of privacy, copyright or trademark infringement, violation of publicity rights or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world. The Independent Sales Person agrees that this release is irrevocable, worldwide and perpetual and is binding upon her/his heirs, assigns and representatives.
- g. Independent Sales Person shall defend, indemnify and hold harmless BELCORP USA and its officers, directors, employees and agents from and against any claims, liabilities or expenses (including, without limitation, attorney's fees) relating to or arising from bodily injury, death of any person or damage to real or tangible, personal property resulting from Independent Sales Person's acts or omissions or Independent Sales Person's breach of any representation, warranty or obligation under this Agreement. BELCORP USA may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Independent Sales Person.
- h. Should BELCORP USA amend these Terms and Conditions, the BELCORP USA MLM Compensation Plan, and/or the BELCORP USA guidelines, Policies and Procedures, such amendments shall become effective 15 days after written or electronically posted notice thereof to Independent Sales Person.
- i. Any determination of invalidity or unenforceability of any one provision of this Agreement shall have no effect on the continuing force and effect of the remaining provisions.
- j. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon email delivery, personal delivery or delivery by express courier.
- k. Except where prohibited by state law, this Agreement shall be governed by the law of the State of Florida and interpreted and determined in accordance with laws of the State of Florida, as such laws are applied by Florida courts to contracts made and to be performed entirely in Florida by residents of that State.
- l. This Agreement may be executed in any number of counterparts and when so executed, all of such counterparts shall constitute a single instrument binding upon all parties. Execution and delivery of the Agreement may be evidenced by facsimile transmission, by file(s) in Portable Document Format attached to email communications, or by e-signature capture (i.e. acceptance on BELCORP USA's website)
- m. Except where prohibited by state law, any controversy between the parties arising out of this Agreement or the Parties' business relationship shall be submitted to the Judicial Arbitration and Mediation Services for arbitration in Miami, Florida, using one arbitrator. The costs of the arbitration, including any administration fees, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees shall be awarded to the prevailing or most prevailing party.
- n. No waiver of this Agreement will be binding upon either party unless made in writing and signed by that party or a duly authorized representative of that party and no failure or delay in enforcing any right will be deemed a waiver.

- o. By accepting or signing this agreement, in exchange for the consideration provided under this Agreement, the Independent Sales Person, on behalf of him/herself and his/her heirs, administrators, executors, representatives, successors, and assigns, agrees not to sue and hereby releases and forever discharges the Company and all persons acting by, through, under or in concert with them, or any of them, (the "Released Parties") from any and all claims, demands, debts or damages of whatever nature, whether known or unknown, arising out of or related in any way to any prior agreement or business relationship with the Company or otherwise, including but not limited to any and all rights or claims for compensation, attorneys' fees, expenses and/or damages under any state, federal or local law or regulation. Excluded from this Agreement are any claims that cannot be released or waived by law. You acknowledge and represent that, except as otherwise expressly set forth in this Agreement, the Company has paid all commissions and other compensation due.
- p. If any claim is made by either Party relating to any conflict, omission or ambiguity in the Agreement, no presumption or burden of proof of persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or the Party's counsel.
- q. This Agreement shall be effective (i) on the date that it is accepted by Independent Sales Person on BELCORP USA's website or signed by Independent Sales Person.. This Agreement shall supersede any agreement previously made between the Independent Sales Person and BELCORP USA. Independent Sales Person may not assign any rights or delegate any duties under this Agreement without the prior written consent of BELCORP USA. Any attempt to transfer or assign this Agreement or any rights or duties hereunder without the written consent of BELCORP USA shall render this Agreement voidable at the option of BELCORP USA. This Agreement shall inure to the benefit of and shall be binding upon, the Parties hereto, their estates, heirs, representatives, and permitted assigns.

III. TERMINATION

- a. Either the Independent Sales Person or BELCORP USA may terminate this Agreement (which automatically terminates the Independent Sales Person's status as a Beauty Advisor), with or without cause, at any time upon written notice; provided, however, that upon termination of this Agreement, each party shall be obligated to pay any amounts owed to the other as of the date of termination.
- b. Upon termination of this Agreement, the Independent Sales Person must, within 24 hours, discontinue use of the L'Bel, Belcorp and Belcorp USA name, logo and other official company content or information and remove those items from all printed material, audio-video, social media and websites the Independent Sales Person created or used for his/her Belcorp or L'Bel business or other activities.
- c. The terms and conditions of sections I(e), I(h), I(k), II(f), II(g), II(i), II(j), II(k), II(m), II(o), II(p), II(q) and III(b) shall survive termination of this Agreement.

IV. REINSTATEMENT POLICY

If this Agreement is terminated or an Independent Sales Person resigns, the Independent Sales Person may request reinstatement at any time and, if approved, she/he will be reinstated under her/his original sponsor. Her/his downline organization and previous title will not be reinstated. S/he will be considered a new Independent Sales Person for all intent and purposes. If an Independent Sales Person wishes to join under a different sponsor, s/he must wait for a minimum of six months after termination before reapplying and will start as a new Independent Sales Person, without her/his former downline and title.