

Independent Wine Ambassador Enrollment Application

WINE SHIPPING ALLOWED (WITH ACCEPTIONS) TO THE FOLLOWING STATES:

AK, AL, AZ, CA, CO, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MT
NC, ND, NE, NV, NH, NM, NY, OR, PA, SC, SD, TN, TX, VA, VT, WA, WI, WV, WY

As a new Ambassador, I understand and agree with Boisset Collection (referred to as the “Company”), that our relationship will be governed by the terms of this agreement as follows:

1. Ambassador Conduct.

- i. **Ambassador Responsibilities.** As an Ambassador, I am responsible for the means and methods by which I market wines and collect Order Requests. I cannot carry inventory of wine for sale directly to consumers. Due to the regulations of the sale of alcoholic beverages, all wines sales must be made between the Company and the end customer directly through the company sanctioned website. I must comply with the Company's Policies, which shall be considered part of the terms of this Agreement. I am required to use integrity, honesty and responsibility in my behavior and actions with the Company, my customers and my fellow Ambassadors. I will present and promote the Company products in a truthful manner. I also agree to promote responsible consumption of wine and not serve wine to minors.
- ii. **Independent Contractor.** I am entering this Agreement as an independent contractor and not an employee of the Company. I will be solely responsible for paying all expenses incurred by me, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I will have and maintain control of the manner and means of my performance under this Agreement and will not be treated as an employee with respect to any services for federal or state tax purposes. The Company is not responsible for withholding, and shall not withhold or deduct from my payment plan amounts, if any, FICA or taxes of any kind, unless such withholding becomes legally required. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, or fringe benefit plan sponsored by the Company and will not be covered by its workers' compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with the Company, nor will I have power or authority to incur any debt, obligation or liability on its behalf.
- iii. **Services to be Performed by Ambassador.** I will market the Company Products by personally conducting the Company Wine Tastings using the Company system of social marketing and social responsibility as described in the Tasting Guide and online in the Ambassador's virtual office. I will market the Company Products only to end consumers (no wholesale or resale customers) at the published price. I will provide to each consumer the written notice of cancellation printed on the back of the Company order request form and promptly honor any notice of cancellation.
- iv. **Sponsoring Ambassadors.** In the event I sponsor an applicant to be an Ambassador and the application is accepted by the Company, I will accept the duties and obligations of training, support and recognition.
- v. **Starter Kit.** I agree to purchase the Company Starter Kit and that the Starter Kit is not commissionable. I agree that for all items required to be purchased within one year of termination (Ambassador Starter Kit), I can return unused business materials, at 90% of the original price. Login to your Ambassador virtual office for instructions on how to handle your return.
- vi. **Discounts.** I acknowledge that any and all discounts must be Company sanctioned. I agree not to offer my personal savings, or offer perks to customers not approved by the company.
- vii. **Sales Tax.** I understand that a sale is not final until completed in the Company website and that the appropriate sales/use tax amount will be charged, collected and remitted to the appropriate agencies. I agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures.

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- viii. **Sale of Other Products.** I understand that I may not market, or promote any ancillary products related to the Company business other than those manufactured, distributed or approved in writing by the Company.
 - ix. **Limitations on Host Rewards, Raffles & Free Products.** As an Ambassador I understand that I may only offer the Company sanctioned Host Rewards and promotional programs and not offer any additional incentives or merchandise.
 - x. **Self-Hosting Wine Tastings.** I understand that I may only purchase wine tasting flights for tastings in my own home for my personal guests, and may not purchase wine on behalf of another individual.
 - xi. **Wine Tasting Approved Locations.** I understand that I may only conduct wine tastings in private venues where there is a designated event host who has pre-purchased a tasting flight from the Company. Ambassadors may not pour wine at public events or where there is a fee to attend or a charge for alcohol.
 - xii. **Direct Shipping Licenses.** I understand the Company is the licensed entity and that all orders must be processed and fulfilled through the Company or its approved shipping companies. I cannot deliver or sell wines directly to consumers or do anything that would jeopardize the Company's good standing and licenses.
 - xiii. **Cellar Suite.** I understand I am required to subscribe to the Cellar Suite digital platform, which includes the <https://my.boissetcollection.com> e-commerce replicated website, access to the Ambassador Back Office, Boisset Pay portal to receive commissions, and e-marketing tools. Cellar Suite is included for free for the first 90 days after Ambassador enrollment. After that I will be charged the applicable rate of \$14 per month or \$120 annually. Annual payments are non-refundable. I will be automatically charged to my credit card on file unless otherwise indicated. After 30 days of non-payment my website will be removed from public view. After 60 additional days of non-payment my website will be deactivated and converted to a customer account. All terms of deactivation will apply including reassignment of team members and customers. Pricing and terms are subject to change by the Company. If the Ambassador cancels their Cellar Suite subscription, you will no longer be enrolled as an Ambassador and the same terms of deactivation, customer and team reassignments will apply.
2. **Ambassador Representations.**
- i. I have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
 - ii. I have reviewed the current States of Operation and understand I am limited to which states in the United States I can conduct business. I understand this is subject to change and is my responsibility to work within the current states.
 - iii. Except as approved in writing by the Company, I am the only person in my household who is or who seeks to be an Ambassador, and therefore the only person eligible to conduct wine tastings and represent the Company.
3. **State Restrictions & Residency.**
- i. I acknowledge and understand the current States of Operation and volume limitations listed on the website <https://my.boissetcollection.com/states-operation> and that each individual state has the right to establish their own tax laws, direct wine shipping laws, and consumer volume limitations with regards to direct wine purchases. I understand that each order submitted through the Company's sanctioned website is checked for compliance and could result in the order request being rejected by the Company. I also understand that the Company's current States of Operation can change any time which could negatively impact my business, and agree to hold the Company harmless from any loss of income.
 - ii. I agree to lead tastings and submit orders of interest from customers *only in approved states of operation*. Boisset will allow US citizens or permanent residents with a valid social security number or EIN to enroll as an Independent Ambassador, however the company will only ship wine to our approved states.
4. **Ownership and Use of Company Proprietary Assets.**
- i. **Intellectual Property.** I acknowledge that, upon the Company acceptance of the Agreement, the Company has granted me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials (the "Intellectual Property"), all of which is owned solely by the Company, and that my use of the Intellectual Property is strictly limited by the terms of this Agreement and the Guide. I may use the Intellectual Property only (a) after obtaining written permission from the

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Company prior to use, or (b) where the Intellectual Property appears on materials distributed by the Company for use by Ambassadors. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by the Company. All rights and licenses granted in or under this Agreement shall terminate automatically upon the termination of this Agreement. I understand that demonstration, display or sales of the Intellectual Property in retail or service establishments that is inconsistent with the Guide and/or the Company's Policies can result in termination of this Agreement.

- ii. **Software.** I agree that the Company shall own all software coding (including source code), all technology owned or otherwise controlled by the Company, all design and materials and/or information created and/or delivered by the Company, and any and all rights, licenses or other permissions necessary to allow me to use the site under this Agreement.
 - iii. **Confidential Information.** I acknowledge that the Company owns all product and customer information and data that I may create or compile, including but not limited to product purchase information, customer profile data, Ambassador lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, "Confidential Information"), and that all Confidential Information is confidential and that its disclosure could cause great harm to the Company. I will not use or disclose Confidential Information to any person except in strict accordance with this Agreement. I will not use Confidential Information to market products or services other than the Company Products and services or in connection with any other business during the term of and after termination of this Agreement.
5. **Ownership and Use of Ambassador Photos and Videos.** I hereby give the Company and its agents or assign a non-exclusive license to use, for any purpose, photographs or videos submitted by me to the Company. The Company may use any photographs or videos taken of me at a Company event for any purpose. I hereby waive my right to inspect or approve the finished photographs or advertising copy or printed matter that may be used in conjunction therewith or to the eventual use that the photographs might be applied.
6. **Limitations on Liability.**
- i. The Company's liability for any claim of any kind, including any such claim relating to the Company's negligence, or for any loss or damage resulting from any contract for sale of wines or for the performance or breach thereof, or relating to the manufacture, sale, delivery, quality or use of any wines, shall in no event exceed the price applicable to the wines or unit thereof which gives rise to any such claim, loss or damage.
 - ii. I hereby release the Company from any claim, cause of action, demand or liability of any kind for any special, indirect, incidental, consequential or punitive damages, or for loss of profits or for any other damages or other legal liability of any kind, beyond or different than the limited measure of recoverable damages expressly agreed to herein.
 - iii. I acknowledge that the Company website may be subject to temporary shutdowns from time to time for maintenance and/or due to causes beyond the operating party's reasonable control, and that neither party shall have any liability to the other by reason of any such shutdowns.
7. **Non-Solicitation; Non-Competition.** As an inducement to the Company to enter into this Agreement and in consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one year thereafter I shall not directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Ambassador to terminate or alter his or her business relationship with the Company. Additionally, for a period of one year after the termination of this Agreement, I will not own or operate a wine related home party plan based business with a multi-level compensation plan.
8. **Indemnification/Offset.** I will indemnify and hold harmless the Company and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) incident to my: (a) activities as an Ambassador including, without limitation, any unauthorized representations made by me; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local laws or regulations. The Company shall have the right to offset any amounts owed by me to the Company (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to me.

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9. **Injunctive Relief.** Upon any breach of this Agreement by me, the Company will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, the Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this Agreement. In addition, the Company shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.
10. **Termination of this Agreement.**
- Termination without Cause.** This Agreement is effective from the date of acceptance by the Company and will remain in effect unless you fail to meet the annual volume requirements or officially notify the Company of your resignation. Notwithstanding the foregoing, the Company may terminate this Agreement with you at any time and for any reason by notifying you in writing of our election to terminate.
 - With Cause.** The Company may immediately terminate this Agreement without notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement, as herein defined. If you are terminated by the Company for cause, the Company reserves the right to reject any future re-applications by you.
11. **Events upon Termination of this Agreement.** Upon termination of this Agreement,
- Within five days, I will (i) pay all amounts due and owing to the Company; (ii) cease representing myself as an Ambassador of the Company; and (iii) be ineligible to receive any unaccrued compensation or benefits as an Ambassador.
 - I will cease all use of the Intellectual Property and Confidential Information and will cease holding classes, workshops and presentations, or marketing the Company Products.
 - If requested by the Company, I will return all Confidential Information to the Company. In accordance with the Guide, for all items required to be purchased within one year of termination, I can return them at 90% of the original price to me. Damaged or used items cannot be returned. Opened starter kits will be prorated to the resalable value. Check the Ambassador Lounge online for instructions on how to handle your return.
12. **General Terms.**
- Entire Agreements: Amendment.** This Agreement supersedes all prior communications, understandings and agreements between the parties and contains the entire agreement between the parties relating to its subject matter. The Company may amend this Agreement without prior notice, at any time, effective upon publication or transmittal of such amendment in official company publications, literature or voice mail as applicable. In the event of any conflict between the terms of this Agreement or any other document and such amendment, the amendment shall control.
 - Transferability.** Neither this Agreement nor my Boisset Collection business may be transferred or assigned by me or operated in partnership with any other person. The Company may assign this Agreement at any time.
 - Severability.** If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.
 - Headings.** The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
 - Notice.** All written notices required by this Agreement to be given to me will be deemed received if delivered to my most current address on file with the Company.
 - Cumulative Remedies/Waiver.** All rights, powers and remedies given to the Company are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of the Company to exercise any power or right under this Agreement or to insist upon strict compliance by me with any obligation or provision shall constitute a waiver of the Company's right to demand exact compliance therewith. Waiver by the Company can be effective only in writing by an authorized officer of the Company.

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- vii. **Governing Law/Venue/Arbitration.** This Agreement is entered into and is to be performed in material part in the State of California and accordingly is subject to and will be construed under the substantive laws of the State of California. Rules governing conflicts of laws for all states do not apply. Except as set forth in the Policies & Procedures guide, any claims or actions arising out of this Agreement will be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and all arbitration hearings will be held in California. The party that prevails at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including without limitation the prevailing party's reasonable attorneys' fees.

I acknowledge that I have read, understand, and agree to the terms set forth in this Ambassador Agreement. I am 21 years of age or older, I am a citizen or permanent resident of the United States, and I have a valid Social Security number.

My Sponsor: _____

My Name (Printed) _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address (if same as above leave blank write SAME) _____

City _____ State _____ Zip _____

Email: _____

Signature _____

Date _____

Birthdate ____/____/____

THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY. ALL AMBASSADOR ENROLLMENTS MUST BE COMPLETED ONLINE AT MY.BOISSETCOLLECTION.COM. ENROLLMENT WILL BE COMPLETED BY FOLLOWING THESE STEPS AND COMPLETING THE PROCESS

Step 1. CHOOSE Your Business Kit

- ☐ Go-Green Kit: \$1
- ☐ Social-Lite: \$149
- ☐ Enthusiast Kit: \$349
- ☐ Aspiring Somm: \$549

Step 2. SUBSCRIBE to Cellar Suite Platform (90 Days included free)

Required for all Ambassadors. Platform Includes your personal website, on-going training, marketing tools. Will be automatically charged to your card on file.

- ☐ \$14 per month
- ☐ \$120 annually

Step 3. COMPLETE & AGREE to Ambassador terms.