

Dear Glambabe,

Welcome to the family! We are so grateful that you are giving us the opportunity to work with you personally and professionally, and to create a masterpiece together!

It is an enormous priority to us that both you, and our clients, feel honoured and respected. Your goals matter to us just as much as our clients do, and we desire to work alongside you to accomplish those goals.

Confidentiality is something that *XMH Beauty* takes very seriously, and it is an important part of honouring our clients. If you choose to work with us you may be asked to serve with celebrities and organizations, or serve on sets and photo-shoots, that require you to be discreet about what you see and hear.

You have been carefully selected from many applicants. We are excited to have you with us and we look forward to discovering the gifts you bring to the *XMH Beauty* team.

The following document is the written agreement between yourself, and *XMH Beauty* for being a Beauty Influencer. Its primary purpose is to protect you, any other team members, and our clients from any misunderstandings, and create an environment of harmony.

If you have any concerns about this agreement please let us know. We would be happy to go over it with you.

We look forward to serving with you.

Sincerely,  
*Brad & Xtina Harmsworth*

1) Beauty Influencer Legal Agreement

1. Subject to Change

a. This agreement is subject to change by XMH Beauty's founders and directors. Any changes must be sent to the Beauty Influencer via e-mail within one (1) week of the changes being approved by the founders and directors.

2. Representation

a. The Beauty Influencer is responsible to represent XMH Beauty in a safe, ethical, and morally upstanding manner during such times as the Beauty Influencer is representing XMH Beauty. Such representation includes, but is not limited to; sales, makeup application, marketing, social media posts or videos that mention XMH Beauty, conversation involving XMH Beauty as either the subject, or in reference.

i. Beauty Influencer shall use safety industry practices including safe handling and application of makeup.

ii. Beauty Influencer shall not use profanity or sexually explicit content deemed inappropriate by XMH Beauty's founders and directors.

b. XMH Beauty is not to be represented in association or conjunction with competing cosmetic brands or comparable products. This includes, but is not limited to; Multi-Level Marketing/Direct Sales Brands.

3. Poaching

a. The Beauty Influencer shall not use the XMH Beauty name, products, or training as a way to bring clients into the Beauty Influencer's other business opportunities. Nor may the Beauty Influencer use their contacts among XMH Beauty's clients, or contacts gained from the XMH Beauty client base, to bring new clients into their other business opportunities.

4. Education

a. The Beauty Influencer must attend XMH Beauty's 2-Day Live Makeup Course

b. Unless special arrangements have been made, the Beauty Influencer must attend, and graduate, the Destiny Global LLC, First Steps to Success training weekend, within 6 months of registering as an Influencer.

c. Unless special arrangements have been made, the Beauty Influencer must attend at least one (1) XMH Beauty Live Makeup event, as well as one (1) First Steps to Success Event training, every year.

d. Failure to attend one annual XMH Beauty Live Makeup Training, and one Dani Johnson Event, will result in termination of influencer account.

5. Contracting

a. Beauty Influencer is an independent contractor, and will assume sole liability for all self-employment (social security) taxes, tax filings, and registrations required by their activities.

b. Beauty Influencer shall abide by all federal, state, and local laws concerning their

activities.

c. Beauty Influencer is not a joint venture with, franchisee, partner, agent, or employee of XMH Beauty. Beauty Influencer has no power or authority to incur any debt, obligation, or liability on behalf of XMH Beauty.

#### 6. Non-Compete

a. All live training by XMH Beauty is proprietary and is not to be shared or taught without permission from the founders and directors of XMH Beauty.

b. The manufacturing and pricing of the products shall be set by XMH Beauty's founders and directors.

c. Beauty Influencers shall not delete, add, modify, tamper with, or alter any labels, material, or packaging of XMH Beauty products, or associated product literature.

d. A person or entity who is a Beauty Influencer shall not start any competing business or entity to XMH Beauty, or join one that currently exists, unless written permission from the founders and directors of XMH Beauty has been obtained.

e. A person or entity who was a Beauty Influencer at any time shall not start any competing business or entity to XMH Beauty, or join one that currently exists, for a period of up to two (2) years after this Beauty Influencer Agreement is no longer binding.

i. An exception may be made if the Beauty Influencer has received written permission from the founders and directors of XMH Beauty.

#### 7. Confidentiality and Non-Disclosure

a. Beauty Influencer agrees to Non-Disclosure pertaining to the following terms:

Beauty Influencer understands and agrees to protect, preserve, and not disclose sensitive and damaging information, both that of clients and XMH Beauty Corporation. This includes all social media content, messages, e-mails, pass codes, bank statements, account numbers, lead lists, client lists, private client information, sharing or reprinting of private messages in e-mail or social media accounts, sales copy, business plans, and intellectual property. Non-Disclosure also covers any and all damaging information regarding home details, relationships, income and property of any XMH Beauty team members, or clients. Beauty Influencer may not utilize, share, or otherwise disperse XMH Beauty information for use with any makeup or beauty competitors.

#### 8. Breach of Contract

a. If the terms of this agreement are not kept, the following actions taken by XMH Beauty may include, but are not limited to; termination of this agreement, legal action including compensatory damages and treble damages equaling four (4) times compensatory damages.

#### 9. Termination of Agreement

a. Beauty Influencer may terminate this agreement with XMH Beauty by sending written notice in the form of an e-mail. Agreement will terminate 30 days after the e-mail has

been received.

b. XMH Beauty may terminate this agreement for any breach of contract they understand Beauty Influencer to have taken.

i. Any disagreement as to whether or not the agreement was breached shall be decided by XMH Beauty's founders and directors.

c. In the spirit of encouraging entrepreneurship, and discouraging accounts for the purpose of wholesale users, the minimum personal retail sales (PRS) required to keep an account active is \$99 per month. Accounts with less than \$99 in PRS, in one payable sales month, will be considered inactive. Affiliate links and codes will be deactivated and a \$25 re-activation fee will be required to re-instate Influencer account.

In exchange for the Beauty Influencer's compliance with the terms and conditions set forth above, XMH Beauty is responsible for the following:

1. Compensation

a. XMH Beauty shall provide a web link for use by the Beauty Influencer in order to earn commissions

i. Commissions shall be twenty percent (10%) of the Beauty Influencer's personal retail sales made through the web link provided for them.

ii. Commissions shall be earned from sales made from the Beauty Influencer's personal new referrals, and those referral's consecutive purchases. (Current clients of XMH Beauty are not available as new referrals).

iii. Any returns by Beauty Influencer's client shall result in a deduction of the commission earned.

iiii. Product shall be sold at XMH Beauty's set prices.

v. XMH Beauty products shall not be sold on Amazon, eBay, or any other similar online vendor.

b. XMH Beauty shall provide the following monthly bonuses, based on performance:

i. \$50 in product credit for \$1,000 in web sales

ii. \$100 in product credit for \$2,000 in web sales

iii. 3% increase in commissions for \$5,000 in web sales

iiii. 5% increase in commissions for \$10,000 in web sales

v. Temporary bonus opportunities

c. Beauty Influencer may be invited to work on location for Live Events with the XMH Beauty team.

i. Compensation for on-location work with the XMH Beauty team shall be discussed with the Beauty Influencer at the time of the invitation.

ii. Invitations to on-location events shall be dependent on a number of details. Including, but not limited to; location, number of artists needed, how the Beauty Influencer has been seen to represent XMH Beauty prior to the opportunity.

d. XMH Beauty will provide administrative support and exclusive content for Influencers

i. A weekly encouragement broadcast

ii. A monthly broadcast for continuing education/product update/marketing tips to help

increase Influencer business.

## 2. Live Training Events for Clients

- a. Any Beauty Influencer wanting to host a live event in your city must have a minimum of 20 participants in order for XMH Beauty Corporate Educators to travel, co-host, and/or teach a makeup course. Location must be paid for and provided by Beauty Influencer. Dates and locations are subject to approval by XMH Beauty Corporate.
- b. When hosting client education without the presence of corporate teammates, we suggest that clients purchase a 'Glamsesh'. The client will receive a \$150 promotional code to shop online. Ideally, your client should have makeup shipped to them prior to your one-on-one training date.
- c. Corporate office will be asking for client feedback on any and all events held by Beauty Influencers. Ability to host and provide a 'Glamsesh' with clients is considered a privilege and should be provided to the clients as such.

### Edification Clause:

I understand and agree to encourage, protect, edify, and speak well of every individual related to XMH Beauty Corporation, its client base and affiliates. If I am found to be gossiping, slandering, smearing, or damaging the reputation of, or acting out of integrity, XMH Beauty's Founders and Corporation reserve the right to cancel this agreement.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_