

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 affiliated with our Corporate Brand. 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

Diamond 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 Diamond influencer via email within one (1) week of the changes being approved by the founders and directors.

2. Representation

- a. The diamond influencer is responsible to represent XMH Beauty in a safe, ethical and morally upstanding manner during such times as the Diamond 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. Diamond Influencer shall use safe industry practices including safe handling and application of makeup.
 - ii. Diamond Influencer shall not use profanity or sexually explicit content deemed inappropriate for adolescent viewing, as deemed appropriate 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 Diamond Influencer shall not use the XMH Beauty name, products, or training as a way to bring clients into the Diamond Influencer's other business opportunities. Nor may the Diamond Influencer use their contacts among XMH Beauty's clients to bring new clients into their other business opportunities.

4. Education

- a. The Diamond Influencer must attend XMH Beauty's Diamond Influencer Training.
- b. Unless special arrangements have been made, the Diamond Influencer must attend, and graduate, the Destiny Global LLC, First Steps to Success training weekend immediately following their Diamond Influencer Training.
- c. Unless special arrangements have been made, The diamond influencer must attend at least one (1) Diamond Influencer Training event, and one (1) First Steps to Success training event every year.

5. Contracting

- a. Diamond 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. Diamond Influencer shall abide by all federal, state, and local laws concerning their activities.
- c. Diamond Influencer is not a joint venturer with, or franchisee, partner, agent, or employee of XMH Beauty. And has no power or authority to incur any debt, obligation, or liability on behalf of XMH Beauty.

6. Non-Compete

- a. All 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. Diamond Influencers shall not delete, add, modify, tamper with, or alter any labels, material, or packaging for XMH Beauty products or associated product literature.
- d. A person or entity who is Diamond 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 Diamond Influencer at any time shall not start any competing business or entity to XMH Beauty, or join one that currently exists, for a time period of up to two (2) years after this Diamond Influencer Agreement is no longer binding.
 - i. An exception may be made if the Diamond Influencer has received written permission from the founders and directors of XMH Beauty.

7. Confidentiality and Non-Disclosure

- a. Non-Disclosure includes all social media content, messages, emails, pass codes, bank statements, account numbers, lead lists, client lists, private client information, sharing or reprinting of private messages in email or social media accounts, sales copy, business plans, and intellectual property. Non-Disclosure also covers any and all damaging information regarding the home details, relationships, income and property of any XMH Beauty team member or client. Diamond 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. Diamond Influencer may terminate this agreement with XMH Beauty by sending written notice in the form of an email. Agreement will terminate 30 days after the email has been received.
- b. XMH Beauty may terminate this agreement for any breach of contract they understand Diamond 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.

In exchange for the Diamond 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 Diamond Influencer in order to earn commissions
 - i. Commissions shall be twenty percent (20%) of the diamond Influencers personal sales made through the web link provided to them.
 - ii. Commissions shall be earned from sales made from the Diamond Influencer's personal new referrals. (current clients of XMH Beauty are not available as new referrals)
 - iii. Any returns by Diamond Influencer's client shall result in a deduction of the commission earned.
 - iv. Product shall be sold at XMH Beauty's set prices. Diamond Influencer Professional Discount Codes shall not be shared.
 - v. XMH Beauty Products shall not be sold on Amazon, eBay, or any other similar online vendor.
- b. XMH Beauty shall provide the following bonuses:
 - i. \$50 product credit for \$1k in web sales
 - ii. \$100 product credit for \$2k in web sales
 - iii. 3% increase in commissions for \$5k in web sales
 - iv. 5% increase in commissions for \$10k in web sales

- v. \$300 for booking 20 Glamsesh appointments inside the payable sales month
 - vi. Any current temporary bonus opportunities.
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- c. Diamond Influencers may be invited to work on location with the XMH Beauty Team.
 - i. Compensation for on-location work with the XMH Beauty team shall be discussed with the Diamond 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 Diamond Influencer has been seen to represent XMH Beauty prior to the opportunity.
 - d. XMH Beauty will provide Diamond Exclusive regular coaching
 - a. A Weekly Encouragement broadcast
 - b. A Monthly broadcast for continuing education/product update/marketing tips to help increase Influencer business.