

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 e-mail 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 safety industry practices including safe handling and application of makeup.
 - ii. Diamond Influencer shall not sure 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 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, as well as one (1) First Steps to Success Event training, every year.
 - d. Failure to attend one annual XMH Beauty Diamond Influencer Training, and one Dani Johnson Event, will result in termination of influencer account.

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 venture with, franchisee, partner, agent, or employee of XMH Beauty. Diamond Influencer 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 of 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 times 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 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, 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 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 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 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.
- 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 \$100 per month. Accounts with less than \$100 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 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 Influencer's personal retail sales made through the web link provided for them.
 - ii. Commissions shall be earned from sales made from the Diamond 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 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 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
 - iv. 5% increase in commissions for \$10,000 in web sales
 - v. Temporary bonus opportunities
- c. Diamond Influencer may be invited to work on locations 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
 - 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 Diamond 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 Diamond Influencer. Dates and locations are subject to approval by XMH Beauty Corporate. Live events with 20 participants or less are the responsibility of the influencer in that region.
- 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 training date.
- c. Corporate office will be asking for client feedback on any and all events held by Diamond Influencers. Ability to host and provide a 'Glamsesh' with clients is considered a privilege and should be provided to the clients as such.

Print Name _____

Signature _____

Date _____