

This form must be completed and submitted by the applicant signing the agreement.

Diamond Bar Independent Business Owner Agreement

US Terms and Conditions

TT Application Fee \$45

I acknowledge that I have received and reviewed the Diamond Bar Independent Business Owner Agreement, including these US Terms and Conditions and the Diamond Bar Policies and Procedures and the Diamond Bar Compensation Plan, which are hereby incorporated into and made part of this Diamond Bar Independent Business Owner Agreement by reference (collectively, the "Agreement"). By signing below, I agree to comply with, and be bound by, the terms and conditions set forth in the Agreement.

I acknowledge and agree that the Agreement will become a binding agreement upon me and Diamond Bar Opportunity, LLC, a Virginia limited liability company, only upon acceptance by Diamond Bar, and that Diamond Bar will notify me of acceptance of the Agreement via email to the email address I submit with this Agreement. I understand that Diamond Bar has the right to accept or reject my application to become an Independent Business Owner ("IBO") in its sole discretion. For purposes of this Agreement, Diamond Bar Opportunity, LLC is referred to as "Diamond Bar". Diamond Bar and its parents, subsidiaries and affiliates may be referred to herein collectively as the "Diamond Bar Companies" or each individually as an "Diamond Bar Company".

I understand that there is no requirement beyond entering into this Agreement and payment of the initial fee to become an IBO. No other purchase of sales or training materials or other services are required to become an IBO and any purchase of sales aids, training materials or training is strictly voluntary. I understand that my advancement to higher qualification levels in the Diamond Bar Compensation Plan is based upon the acquisition of customers and the usage by such customers of products (goods and services) offered by or through Diamond Bar ("Diamond Bar Products"), and that I am not obligated to purchase Diamond Bar Products. I also understand that if I choose to sponsor others to become IBOs and participate in Diamond Bar's Compensation Plan, I will not receive any compensation whatsoever for the act of sponsoring or recruiting, and that I will be compensated based upon the activities of other IBOs only to the extent of sales made by them to customers of Diamond Bar Products.

1. I, the undersigned applicant, represent that I am of legal age to enter into legally binding agreements, and that the information submitted in connection with my

application to become an IBO is complete, true and correct. I agree to promptly notify Diamond Bar of any changes to such information. If I am executing this Agreement on behalf of a corporation, limited liability company, partnership, trust or other entity, I represent that I have the authority to enter into such agreements for the entity, but nonetheless I agree that in addition to such entity, I will be personally responsible for the performance of all the duties and obligations described in this Agreement.

2. I agree to timely pay for any products, materials, services or other items that I purchase from any Diamond Bar Company. In the event that I am delinquent with respect to such payments, I acknowledge that Diamond Bar may offset such debt from any commissions, bonuses, or other compensation earned through the Diamond Bar Compensation Plan, or any other monies owing to me ("Diamond Bar Payments").

3. I agree that as an IBO, I am an independent contractor responsible for my own business and not an agent, legal representative or employee of Diamond Bar or any carrier, supplier, service provider or other party with whom Diamond Bar transacts or contracts business ("Diamond Bar Providers"). I acknowledge that my IBO relationship is with Diamond Bar Opportunity, LLC and not with any other Diamond Bar Company or Diamond Bar Provider. I understand that as an IBO, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement. I shall have no power or authority to bind Diamond Bar, either directly or indirectly, and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of Diamond Bar, any other Diamond Bar Company or any Diamond Bar Provider. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Diamond Bar or any other Diamond Bar Company to its employees. I understand that I am solely responsible for remitting any taxes and obtaining any business licenses or insurance required by regulations or authorities to conduct my business. I acknowledge and agree that I will not be treated as or represent myself as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.

4. I may terminate this Agreement for any reason, at any time, by giving Diamond Bar prior written notice at its address of record. Diamond Bar may terminate this Agreement pursuant to the Diamond Bar Policies and Procedures or in the event that I breach any part of this Agreement.

5. I acknowledge that as an IBO, I am not guaranteed any income nor am I assured any profits or success, and I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as an IBO have been made by Diamond Bar or my sponsor. Similarly, I shall not represent directly or indirectly that any person may, can, or will earn any stated amount or that any IBOs are guaranteed success.

6. I understand that the Diamond Bar Products are offered in different markets on terms and at rates determined by Diamond Bar or Diamond Bar Providers, and that the markets where the products are offered and the terms and conditions or prices thereof may change from time to time without notice.

7. This Agreement shall become effective upon acceptance by Diamond Bar and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with Diamond Bar may be extended for additional one year periods by my agreement to the then current Diamond Bar IBO US Terms and Conditions, and payment of Diamond Bar's annual renewal fee no later than 30 days after each Agreement anniversary date. The annual fee is for services provided by Diamond Bar which include but are not limited to tracking of personal customers, tracking of downline IBOs and support services, including but not limited to hosting of an IBO's Diamond Bar website, materials and training information on the IBO Back Office, and access to the IBO support call center. I understand that failure to renew within the specified time frame shall result in termination of this Agreement and my relationship with Diamond Bar and deactivation of my IBO position, and shall result in the forfeiture of bonuses, commissions or other payments from Diamond Bar. However, those rights and obligations which by their nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation, confidentiality, and account maintenance fees.

8. I understand that there is a fee to process all Diamond Bar Payments. I agree that any payments made to me by Diamond Bar that remain unclaimed by me after six (6) months shall be held in an account that is subject to an account maintenance fee of \$10 per month (the "Account Maintenance Fee") which shall be deducted by Diamond Bar monthly. If there are insufficient funds owed me from which to deduct the monthly Account Maintenance Fee when due, and I do not otherwise pay the Account Maintenance Fee, then the Account Maintenance Fee shall be prorated to reflect the amount of funds remaining and the account shall remain open for an equally prorated amount of time. When no unclaimed amounts are owed to me by Diamond Bar the account shall be closed. I further acknowledge that unclaimed amounts owed to me may be subject to applicable escheat laws which may require Diamond Bar to deliver unclaimed funds to the state.

9. In the process of selling or otherwise promoting the Diamond Bar Products, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the Diamond Bar Products or about the various relationships between Diamond Bar, the Diamond Bar Provider(s) and me.

10. I understand that during any investigation by Diamond Bar with respect to my breach of this Agreement or my conduct as an IBO, my IBO position status may be suspended by Diamond Bar and any Diamond Bar Payments which may be otherwise owing to me shall be held until final resolution has been achieved. I acknowledge that in the event Diamond Bar determines that I have violated this Agreement, including the Diamond Bar Policies and Procedures or the Diamond Bar Compensation Plan,

Diamond Bar may terminate this Agreement and deactivate my IBO position, in which event I will not be entitled to any Diamond Bar Payments or further commissions or compensation of any kind.

11. I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by Diamond Bar and/or the Diamond Bar Provider(s), including but not limited to, all applicable anti-spam legislation and obtaining and maintaining any and all permits and licenses required to perform under this Agreement and I understand that I will be personally liable for any fines and other expenses incurred by Diamond Bar, any Diamond Bar Company or any Diamond Bar Provider as a result of any failure to do so. I specifically represent and warrant that I shall not engage in the slamming of a customer.

12. IN NO EVENT WILL Diamond Bar, ANY OTHER Diamond Bar COMPANY OR ANY OTHER Diamond Bar PROVIDER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF Diamond Bar, ANY Diamond Bar COMPANY OR ANY Diamond Bar PROVIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY Diamond Bar, ANY Diamond Bar COMPANY, OR ANY Diamond Bar PROVIDER, EVEN IF Diamond Bar HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, Diamond Bar, THE OTHER Diamond Bar COMPANIES AND Diamond Bar PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Diamond Bar, ANY Diamond Bar COMPANY, ANY Diamond Bar PROVIDER, OR THEIR AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.

14. Diamond Bar shall periodically make various sales literature, promotion materials, training and other products available for my use in conducting my business as an IBO. I, however, am under no obligation to purchase any quantities of those materials or services at any time. Rather, I will have the option to order and purchase any materials or services which I may choose. If I choose to purchase such materials then I may return any unused, unopened and currently marketable items for up to one year and receive a refund of 90% of the purchase price. I will be responsible for the cost of shipping said materials to Diamond Bar.

15. I acknowledge that I have the right to sign up as many personal customers as I wish. For each personal customer signed, I will be eligible to receive a commission from

my personal customers' usage payments for Diamond Bar Products and from usage payments from personal customers in my network of IBOs in accord with the currently valid Diamond Bar Compensation Plan. I understand that eligibility to receive Diamond Bar Payments is conditioned upon being an active IBO with a valid Agreement in effect on the date such compensation is scheduled to be paid. Diamond Bar reserves the right to vary or change eligibility as set out in the Diamond Bar Compensation Plan. Any other payments I receive will be based upon fulfilling certain terms of qualification as set forth by the Diamond Bar Compensation Plan. I agree that as a Diamond Bar IBO, I shall place primary emphasis upon the sale of Diamond Bar Products to customers. Under certain circumstances, commission rates may be adjusted for promotional products or negotiated pricing.

16. I agree to indemnify and hold Diamond Bar, the other Diamond Bar Companies, the Diamond Bar Providers and their respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions in connection with this Agreement. In the event of a dispute between me and Diamond Bar as to our respective rights, duties and obligations arising out of or relating to this Agreement, it is agreed that such disputes shall be exclusively resolved through binding arbitration before the American Arbitration Association pursuant to the Commercial Rules of Arbitration. The arbitration shall be held in Norfolk, Virginia before a panel of three arbitrators, each side choosing one and then the two choosing the third. All claims hereunder must be brought within two (2) years of the date on which the facts or circumstances giving rise to the claim are alleged to have happened. The laws of the state of Virginia will apply to the resolution of the dispute unless otherwise agreed in writing. The award of the arbitrator shall be final and may be entered in any court of competent jurisdiction. This provision shall not restrict Diamond Bar from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

17. I acknowledge that Diamond Bar fully reserves its right to amend this Agreement at any time by notifying me of the changes, including by posting the revisions on the Diamond Bar website (www.DiamondBarinc.com). Any changes to this Agreement made by Diamond Bar may apply: (1) upon the date of execution or posting of the amended Agreement on the Diamond Bar website, or (2) prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively. This Agreement, including the US Terms and Conditions, the Diamond Bar Policies and Procedures and the Diamond Bar Compensation Plan which have been incorporated herein by reference, constitutes the entire agreement between the parties hereto and shall not be modified or amended except as described herein. In the event of a conflict between the US Terms and Conditions and the Diamond Bar Policies and Procedures or the Diamond Bar Compensation Plan, the US Terms and Conditions shall control. For purposes of this Agreement, my address as submitted by me with this Agreement shall be deemed to be my correct address unless and until notification of a change of address is provided by me to Diamond Bar.

18. This Agreement shall be governed by the laws of the state of Virginia. I understand that I may not assign this Agreement without the prior written consent of Diamond Bar, which may be withheld, conditioned, or delayed in Diamond Bar's sole discretion. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.

19. I acknowledge that I may receive proprietary and confidential data or information of Diamond Bar and/or Diamond Bar Provider(s) which is not publicly known or available to the competitors of Diamond Bar or Diamond Bar Providers, including but not limited to information about Diamond Bar Products, customers, and IBOs ("Confidential Information"), and I agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by Diamond Bar in writing. I represent and warrant that I will comply with all Diamond Bar policies and procedures relating to confidential and proprietary information, and I agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this Agreement.

20. During the term of this Agreement, I agree that I shall not, directly or indirectly, sell or solicit customers for products offered by or through Diamond Bar through any person or entity other than that specifically designated or approved in writing by Diamond Bar. I agree that I shall not, during the term of this Agreement and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any customer of Diamond Bar, any other Diamond Bar Company or any Diamond Bar Provider, whether or not I originally procured or brought such customer to Diamond Bar, any other Diamond Bar Company or Diamond Bar Provider (such activities are collectively referred to and included herein as 'solicitation'). All customers solicited by an IBO on behalf of Diamond Bar, any other Diamond Bar Company or Diamond Bar Providers are deemed to be customers of Diamond Bar, the other Diamond Bar Company or the Diamond Bar Provider (as applicable) and not of the IBO. I understand that such non solicitation prohibition shall be strictly enforced and that each other Diamond Bar Company and each Diamond Bar Provider shall be a third party beneficiary of this prohibition. Further, during the term of the Agreement and for a period of one (1) year thereafter, I may not enter into a direct marketing relationship with any Diamond Bar Provider. During the term of this Agreement and for a period of one (1) year thereafter, I shall not solicit an Diamond Bar Company IBO, whether active, inactive, individual or entity, to participate in a network marketing program offered by any other company. Each Diamond Bar Company shall be a third party beneficiary of this prohibition. Without limiting in any way Diamond Bar's or any other Diamond Bar Company's right to pursue all rights and remedies available to it, violation of this

covenant and condition will result in, but is not limited to, forfeiture of all rights in any IBO position and Diamond Bar Payments, including all current and future commissions, bonuses and payments of any kind.

*****NOTICE OF CANCELLATION*****

I may cancel this transaction, without penalty or obligation, for a full refund, if postmarked within ten (10) business days from the date of this Agreement, exclusive of the date of signing. I understand that if I cancel after the ten (10) day period, I am not entitled to a full refund. This limitation is subject to and shall be deemed modified to reflect the limitations required by any state law, including the state of Georgia. If I cancel within the ten (10) business days from the date of this Agreement, any payments made by me under this Agreement and any instrument executed by me will be returned within fifteen (15) business days following receipt by Diamond Bar of my Cancellation Notice. To cancel this Agreement, I must deliver personally or via courier or by registered or certified mail return receipt requested, a written, signed, dated copy of a Notice of Cancellation to: Diamond Bar Opportunity, LLC, PO Box 8393, Norfolk, Va. 23503 Attn: IBO Returns. Where applicable state law on cancellation is inconsistent with Diamond Bar policy, such state law shall be in force.

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enter last 4 digits of SSN

I Agree

Cancel

Type legal Name

Your digital signature is required. Enter the last four digits of your SSN/Tax ID.

Yes, I want to become an Independent Business Owner. Neither I, nor my spouse/life partner (unless they are my sponsor), have had any other interest and/or benefit in any other Diamond Bar IBO position within the 12 months prior to the effective date of this Agreement. I have read and agree to be bound by all of the Terms and Conditions of this Agreement, including the US Terms and Conditions, the Diamond Bar Policies and Procedures and the Diamond Bar Compensation Plan, all of which are incorporated into this Agreement and are available for me to review, store, or print at www.DiamondBarinc.com.

I verify that I have carefully reviewed and fully understand Diamond Bar's income opportunity presentation materials, which can be found on The Diamond Bar Opportunity DVD, www.Diamondbarnetwork.com. I acknowledge that Diamond Bar has a global commitment to integrity, and as an Diamond Bar Independent Business Owner,

it is my responsibility to uphold this commitment and always operate my business the right way.

Click cancel if you do not want to become an Diamond Bar Independent Business Owner

[Diamond Bar Procedures Manual](#)