



DiamondTree™

Pre-Launch Independent Branch Owner Application and Agreement

14511 Myford Rd Suite 140, Tustin, CA 92780
Phone: 877-518-8733 Fax: (714)368-9602
Internet: www.diamondtreeglobal.com

Applicant Information and Co-Applicant's Information form with fields for Name, Social Security Number, Address, City, State, and Zip Code, Phone, Cell, Fax, and E-mail.

Sponsor Information Placement Option - Use when IBO is placed other than directly under sponsor. Fields for Placing Sponsor Name and Placement (Immediate upline) Name, both with ID Number.

Assumed Names, Corporations, LLCs, Partnerships, or Trusts -- If your business will be owned by a corporation, limited liability company, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

Option 1A Sales Kit 'Present' and Option 1B Starter Kit. Includes pricing for DT Present (\$35.00), Local Sales Tax, Total Due, and Starter Kit items like 'TEN' dual pack (\$13.50) and 'Fermena' trial packs (\$30.75). Total value \$79.25, savings \$29.25. Total cost \$50.00 plus shipping \$5.00.

Option 2 Autoship Option 'Sampler Kit' and Option 3 Automatic Annual Renewal. Option 2 lists items like 'TEN' bottles (\$32.00), 'Fermena' trial packs (\$30.75), Arazyme Cleansing Gel (\$63.20), and Brochure + DVD (\$4.00). Total value \$129.95, savings \$29.95. Total cost \$100.00 plus shipping \$10.00. Option 3 details the 1-year term and renewal fee of \$20.00.

Payment Information (Participation in the Automatic Annual Renewal Program requires payment by credit card, \*all appropriate sales tax will be calculated and add to the purchase). Fields for Personal Check or Money Order Enclosed, MasterCard, Visa, American Express, Card No., Expiration Date, Name on Card, Authorized Signature, and Date.

Applicant's Signature Date Co-Applicant's Signature Date

Mail the completed signed original Application and Agreement to: Diamond Tree, Distributor Application Dept., 14511 Mayford Rd., Suite 140, Tustin, California 92780 or Fax to (714) 368-9602. If Application is faxed, you must fax both the front and back of the Application. By entering my Social Security (or Federal Tax Identification Number, if applicable) on this Distributor Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a Diamond Tree Branch Owner, or a partner, shareholder, or principal of any entity having a Diamond Tree business within the past six months. I understand that any intentional misrepresentation of any information I provide on this Distributor Application and Agreement may result in action by Diamond Tree, up to and including termination of this Agreement.

## Terms and Conditions

I understand that as a DiamondTree Branch Owner herein "Distributor":

- a. I have the right to offer for sale DiamondTree products and services in accordance with these Terms and Conditions.
- b. I have the right to enroll persons in DiamondTree.
- c. If qualified, I have the right to earn commissions pursuant to the DiamondTree Marketing and Compensation Plan.

I agree to present the DiamondTree Marketing and Compensation Plan and DiamondTree products and services as set forth in official DiamondTree literature.

I agree that as a DiamondTree Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of DiamondTree. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF DiamondTree FOR FEDERAL OR STATE TAX PURPOSES.** DiamondTree is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

If you elect not to furnish your tax identification number to Diamond Tree, Diamond Tree reserves the rights to withhold 30% of all commission, incentives, and any other earnings from your Diamond Tree business as a Distributor of Diamond Tree. All withholdings will be reported and deposited in accordance with Federal and States regulations.

I have carefully read and agree to comply with the DiamondTree Policies and Procedures and the DiamondTree Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from DiamondTree. I understand that these Terms and Conditions, the DiamondTree Policies and Procedures, or the DiamondTree Marketing and Compensation Plan may be amended at the sole discretion of DiamondTree, and I agree to abide by all such amendments. Notification of amendments shall be posted on the DiamondTree website. Amendments shall become effective 30 days after publication. The continuation of my DiamondTree business or my acceptance of bonuses or commissions shall constitute my acceptance of all amendments.

The term of this Agreement is one year (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my DiamondTree business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell DiamondTree products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** DiamondTree reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to DiamondTree at its principal business address. DiamondTree may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.

I may not assign any rights or delegate my duties under the Agreement without the prior written consent of DiamondTree. Any attempt to transfer or assign the Agreement without the express written consent of DiamondTree renders the Agreement voidable at the option of DiamondTree and may result in termination of my business.

I understand that if I fail to comply with the terms of the Agreement, DiamondTree may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

DiamondTree, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release DiamondTree and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release DiamondTree and its affiliates from all liability arising from or relating to the promotion or operation of my DiamondTree business and any activities related to it (e.g., the presentation of DiamondTree products or the DiamondTree Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify DiamondTree for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

The Agreement, in its current form and as amended by DiamondTree at its discretion, constitutes the entire contract between DiamondTree and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

Any waiver by DiamondTree of any breach of the Agreement must be in writing and signed by an authorized officer of DiamondTree. Waiver by DiamondTree of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws. All disputes and claims relating to DiamondTree, the Distributor Agreement, the DiamondTree Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and DiamondTree, or any other claims or causes of action relating to the performance of either an independent Distributor or DiamondTree under the Agreement or the DiamondTree Policies and Procedures shall be settled totally and finally by arbitration in Tustin, California, or such other location as DiamondTree prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party **OR** Each party to the arbitration shall be responsible for its own -- costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent DiamondTree from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

The parties consent to jurisdiction and venue before any federal or state court in \_\_\_\_\_ Orange County, State of California, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

Montana Residents: A Montana resident may cancel his or her Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

If a Distributor wishes to bring an action against DiamondTree for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against DiamondTree for such act or omission.

**Distributor waives all claims that any other statutes of limitations apply.**

I authorize DiamondTree to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

A faxed copy of the Agreement shall be treated as an original in all respects.

**Option 3: The Autoship Program** By placing your order on autoship, the quantity of that item specified will be sent to you every month, and your credit card listed on the reverse side will automatically be charged for the appropriate amount, plus shipping, handling, and applicable sales tax. Autoship orders must total at least 100 PV. You may cancel your Autoship order at any time by submitting your written cancellation via e-mail to CS@diamondtreeusa.com or by mailing or faxing your cancellation notice to the mailing address or fax number listed below. Your Customer Identification Number must be on the cancellation request.

**PAYMENT AUTHORIZATION:** I authorize DiamondTree to withdraw payment for my Autoship order(s) from my credit card or bank account identified on the front of this Agreement. If I have elected to pay by checking account debit, I hereby authorize DiamondTree to electronically withdraw payment from my checking account for orders I place directly and for my Autoship orders as authorized herein. DiamondTree is authorized to withdraw payment equal only to the amount of the products, applicable sales tax, and shipping and handling of products that I order, or the Autoship orders I have selected. I agree to pay a \$35.00 service fee in the event a check or charge is returned for any reason. I have the right to have the amount of any erroneous withdrawal deposited into my account as soon as reasonably possible and upon proper notification to DiamondTree I shall hold DiamondTree harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

**CHANGES:** To change your Autoship order selections, method of payments, or the authorized amount, a Autoship change request must be submitted to DiamondTree. If more than one Order Form has been submitted, the most recent Order Form will supersede all previous Order Forms. DiamondTree reserves the right to change its prices associated with its products without notice.