

AIM USA



This Agreement is made between AIM USA, the Company, and any applicant accepted by the Company as a Member, the Member.

1. STATUS AS A MEMBER AND BUSINESS OPPORTUNITY:

- 1.1 Qualification. In order to become a Member, an applicant must be at least 18 years of age, be sponsored by a Member of the Company, and pay to the Company a membership fee.
- 1.2 Benefits. The Company offers the Member an opportunity to participate in the Company's compensation plan which entitles the Member to
 - a. purchase Company products at wholesale cost,
 - b. resell the products at a retail price or utilize the products for personal use,
 - c. sponsor other Members,
 - d. earn bonuses based on the Company's compensation plan,
 - e. receive a Member ID card and number and various other materials introducing the Member to the Company and its products,
 - f. receive monthly accounting of personal purchases and the purchases of the Member's network of Members based on the commission structure of the compensation plan,
 - g. receive an annual subscription to the Company magazine valued at twenty-four dollars.

The Company makes no representation as to how much the Member may earn. Any earnings will be dependent solely upon the Member's skills and efforts.

- 1.3 Company Products. The Member acknowledges that the Company's products are not intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, and expressly agrees not to make any representation to the contrary or sell the products for any such use or purpose.

2. TERM:

The rights of the Member shall remain in effect until terminated by any of the following:

- 2.1 Right of Member to Terminate. The Member may terminate the relationship with the Company at any time upon 30 days written notice to the Company.
- 2.2 Right of the Company to Terminate. The Company may terminate the rights of the Member upon 10 days notice if the Member
 - a. fails to comply with any of the terms or conditions of this Agreement or any Policies and Procedures of the Company now in effect or as they may be amended,
 - b. makes any misrepresentation or engages in any unethical practice as a Member,
 - c. engages in any conduct or activity that is or may be detrimental to the Company or any other Company Member,
 - d. recruits or solicits Company Members who were not personally sponsored by the Member on behalf of another company.
- 2.3 Effect of Termination. Upon termination for any reason, the Member shall cease to be a Member of the Company, and the Member shall thereafter have no further right to purchase products from the Company or participate in or receive any benefits or compensation under the Company's compensation plan.

3. GENERAL PROVISIONS:

- 3.1 Relationship to Company. The Member is an independent contractor. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between the parties. The Member will not

be treated as an employee for federal tax purposes and is responsible for paying all applicable income, self-employment, and sales taxes. A Member has no right to unemployment compensation, workmen's compensation, or any other benefit.

- 3.2 Conformity with Law. The Member agrees to abide by all applicable laws, rules, and regulations relating to the sale, distribution, and advertising of Company products in any country in the world.
- 3.3 Member Advertising. The Member shall at no time adopt or use, without the Company's prior written consent, any word or mark which is likely to be similar to or confusing with any trademark or service mark belonging to or registered by the Company. It is understood and agreed by the Member that all variations and adaptations of any trademarks or service marks owned or registered by the Company shall be the exclusive property of the Company and that the Company shall have the exclusive right to register the same and to license the use thereof. The Member also agrees that at no time during the term of this Agreement or at any time thereafter shall the Member or anyone acting on the Member's behalf attempt to apply for registration of any tradename or trademark used by the Company.
- 3.4 Retail Establishments. In order to sell Company products from a retail establishment, Members must first apply for and receive an AIM Retail Establishment License and agree to abide by the terms and conditions of that Agreement. A Member may not sell AIM products from a retail establishment until he or she receives an approved Retail Establishment License from the Company. A Retail Establishment License Application may be obtained by calling AIM.
- 3.5 Restriction of Sale.
 - a. The Company has sole right to the distribution of Company products worldwide. All Company products are available exclusively through registered Company Members.
 - b. The Member may not distribute the Company's products in a country in which an AIM distribution center has been established unless such products have been purchased through such distribution center.
- 3.6 Renewal Fee. The Member shall pay an annual renewal fee payable on the Member's anniversary date. Failure to do so will result in automatic termination of membership and loss of title and downline unless fee is waived by the Company.
- 3.7 Member List. The Member agrees that any list of Company Members is a confidential trade secret of the Company and will not be disclosed or transferred by the Member to any other person or company.
- 3.8 Heirs and Assigns. The benefits and obligations of this Agreement shall inure to and be binding upon the respective heirs, devisees, successors, and assigns of each party; provided, however, the Member may transfer the Member's rights under this Agreement only upon (1) prior written notice to the Company, (2) the transferee's agreement to be bound by the terms of this Agreement, and (3) Company acceptance of the transferee as a Member.
- 3.9 Effective Date. This Agreement shall become effective only upon issuance of an ID number which is assigned the Member upon approval of the application by the Company. The Company reserves the right to reject any application to become a Member. The Member acknowledges receipt of a copy of the current Company Policies and Procedures.
- 3.10 Amendment. The Company reserves the right in its sole discretion to change its product line and prices at any time without notice and to amend the terms of this Agreement, its compensation plan, and its Policies and Procedures upon giving the Member at least 30 days written notice.
- 3.11 Governing Law. This Agreement shall be construed and the rights and obligations of the parties determined under Idaho law.

By applying to become and accepting benefits as a Member, an applicant agrees to be bound by the terms of this Agreement and the Policies and Procedures of the Company as they now exist or may in the future be amended.

MEMBER AGREEMENT

POLICIES & PROCEDURES

The following Policies and Procedures have been developed as an addendum to the Member Agreement between AIM USA, the Company, and any applicant accepted by the Company as a Member, the Member.

STATUS AS A MEMBER

1. Assignment of an ID Number: Upon assignment of a Company ID number, a Member may purchase product/literature at wholesale cost directly from the Company in the quantities indicated on the most current Company price list. The Company reserves the right to change the quantities and/or prices at any time.
2. Acknowledgment of Company Policies and Procedures: Upon application to the Company to become a Member, either by fax, mail, or telephone, the Member represents that he/she has read and understood the Member Agreement and Policies and Procedures and has had an opportunity to ask for verification or explanation from the Company with respect thereto. In no event shall the Company be responsible for, nor shall the Member rely upon, any representations whatsoever not contained in the Member Agreement or Policies and Procedures. By signing the Member Application, or by applying to become a Member over the telephone, the new Member agrees to be bound by the terms of the Member Agreement and the Policies and Procedures of the Company as they now exist or as they may be amended at some future date.
3. Conformity with Law and Ethical Business Practices:

As an independent contractor, the Member agrees to abide by all federal, state, and local laws, as well as rules and regulations relating to the sale, distribution, and advertising of the Company's products, and to comply with all such laws pertaining to obtaining of licenses required in order to receive, hold, or sell the Company's products. The Member shall be solely responsible for the declaration and payment of any and all federal, state, or local taxes, or fees which may accrue because of the sales activity engaged in by the Member or the earnings of the Member from such activity.

The Member recognizes the importance of creating and maintaining the good will of the Company's customers, and further understands that the Company is a direct selling company whose compensation plan and success depend upon the efforts of its Members. It is agreed that the Member will use his/her best efforts in servicing the Company's customers. The Member may not promote non-AIM products, and/or non-AIM business opportunities at any AIM-sponsored events including but not limited to the annual North American AIM convention, AIM leadership conference, AIM Speakers' Bureau events, AIM tours, AIM telebridge training, AIM chat rooms, and local area training seminars. The Company reserves the right to terminate the Member pursuant to the Agreement at any time, with 10 days notice, in the event the Member commences the representation of another direct selling company at an AIM-sponsored event.

The practice of "stacking members" is strictly prohibited and will result in immediate termination. "Stacking members" is defined as establishing memberships in such a manner as to defraud another Member from commissions rightfully due to him/her. This might be done by establishing corporate shells for the sole purpose of receiving additional commissions from the ordering of products. Stacking is also signing up someone under the age of 18. Another form of stacking would be to sign up more than one Member per household. Exceptions may be made by submitting a Member Verification and Acknowledgment form available by calling AIM's Customer Service Center. The Company reserves the right in its sole discretion to investigate and determine if and when "stacking" has occurred.

Public and private consumer protection agencies do not put their seal of approval on compensation plans of direct selling or network marketing organizations. Accordingly, a Member shall be subject to immediate termination for making any representation that the compensation plan set out in this Agreement or any other aspect of the Company's business has been approved by any state attorney general or any other public or private agency. The Company makes no representations as to how much the Member may earn. Any earnings will be dependent solely upon the Member's skills and efforts and should be represented in such manner by Members in the process of recruiting others to the business opportunity.

The Company does not discriminate in its acceptance or rejection of applicants because of race, creed, sex, color, or national origin. Applicants must be residents of the United States, Canada, or such other country as the Company, in its sole discretion may approve in writing.

4. Membership Fees:

1. The Member agrees to pay the Company an initial membership fee of \$25.00 US. This fee is payable with each new application.
2. The Member also agrees to pay an annual renewal fee of \$15.00 US on or before the Member's anniversary date with the Company. Failure to pay the annual renewal fee by the end of 90 days from the anniversary month of sign-up results in the Member being terminated.

3. The annual renewal fee will be waived when the Member meets a minimum Personal Volume point total of 600 BVP (Bonus Volume Points) within 12 months previous to renewal date.

5.

Termination: Upon termination of the Member Agreement the entire downtime of that Member will be transferred to the next active upline sponsor. Upon termination, neither the Member nor the Company shall have any further rights or obligations under this agreement and the Member shall thereafter have no further right to purchase products from the Company or participate in or receive any benefits or compensation under the Company's compensation plan.

6. Sponsorship Changes and Corrections:

1. In order to change sponsors, the following requirements must be met according to the Member's title. If the Member desiring the change is a:

- a. Wholesale Member, Preferred Member, Product Consultant, or Group Builder, the Company must receive a written statement requesting the change signed by the Member and a written statement of release signed by his/her current sponsor.
- b. Associate Director or Director (this includes Elite Directors), the Company must receive a written statement requesting the change signed by the Member and a written statement or statements of release signed by his/her current sponsor through his/her sixth upline Director. (An upline report will be provided upon request.)

2. Upon changing sponsors, a Member will maintain his/her title, but he/she will forfeit his/her downtime of Members developed prior to the sponsorship change. The entire downtime that he/she built prior to the sponsorship change will be transferred to the next active upline sponsor.

3. Upon receipt by the Company of all the necessary letters of request and release, the adjustment will be made. Any such notification shall be effective only with respect to enties made by the Company after receipt of such notification and a reasonable opportunity to act on it. No points or commission adjustments will be made.

4. If letters of release are not received from the upline, the Member desiring to change sponsors may terminate his/her Member Agreement and renew again in six months under the sponsor of his/her choice, forfeiting his/her downtime and title. The six-month period begins when a written termination request is received by the Company or the date of the Member's last order, whichever comes first.

5. Sponsorship corrections will be made whenever it is a Company error or when it is evident a mistake has been made on the original application. Points and commissions will be adjusted when necessary. When commissions need to be adjusted, the correction will appear on the commission statement for the following business month.

ORDERS AND RETURNS

1. Products may be purchased from the Company by the Member in either of two ways: By using the Company's toll-free fax or phone number (listed in the monthly magazines) and paying for the product with MasterCard, VISA, Discover (in US only), or automatic check transfer. (Approval forms for automatic check transfer are available upon request.) The second way to purchase product is for the Member to mail in an order on the appropriate order form and pay with MasterCard, VISA, Discover (in US only), automatic check transfer, personal check, or money order. The Company reserves the right in its sole discretion to refuse an order based on a declined credit card authorization or negative history with processing personal checks or check transfers.
2. Repurchase Policy for Terminated Members: Upon termination of the business relationship, the Company will repurchase on reasonable commercial terms currently marketable inventory within 12 months from the Member's date of purchase at not less than 90% of the Member's net costs less appropriate set-offs and legal claims, if any. This repurchase will include company products, company-produced promotional material, sales aids and membership fees, in the possession of that Member and purchased by that Member for resale prior to the date of termination of the member's business relationship with the Company. Products shall not be considered "currently marketable" if returned for repurchase after the products' commercially reasonable useable or shelf-life period has passed or those products which the Company clearly discloses prior to purchase are seasonal, discontinued, or are special promotion products. Any monies due to the Company or Member commissions paid out on returned products to the terminated Member will be subtracted from the total amount of the refund. Any commissions or contest credits paid to the terminating Member's upline will be deducted from the upline Member's future commissions and contest credits. AIM Members who return product under this 90% buy-back policy relinquish their right to sign up as AIM Members in the future.
3. Member Exchange of Product: An exchange occurs when a product is returned to the Company and exchanged for a product of comparable value. Exchanges must be made within 90 days of purchase. See #6 for return of product procedures.
4. Discontinued Products Policy: To receive a refund or exchange on any product which has been discontinued, said product must be returned to the Claims Department within 90 days of notification from the Company that the product will no longer be available. See #6 for return of product procedures.
5. Claims Procedure on Damaged Merchandise: Product damaged in shipment from the Company will be replaced provided proper claim procedure is followed. Claims must be filed within three days of receipt of orders. See #6 for return of product procedures.
6. Product Return Authorization: Prior to returning product to the Company for refund or exchange, a Return Authorization Number must be obtained. To obtain a Return Authorization Number, call Order Research (numbers listed in monthly magazine).
7. Problems with Misshipped Product or Lost Order: If you receive product that you have not ordered or if you do not receive an order within 10 working days, call Order Research at the toll-free number listed in the monthly magazine.
8. Product Sales Requirements: To purchase product, the Member must be prepared to certify upon request by the Company that at least 70% of all prior product purchased from the Company has been sold.
9. Purchase Limitations: If the Member purchases in excess of 2,500 BVP in any given business month, the Company has the right to require a form for request of waiver from purchase limitations to be completed by the Member. Such a request for a waiver shall set forth such information demonstrating that the Member has the organizational skills and financial resources reasonably necessary to enable the Member to successfully sell the quantity of product which the Member desires to purchase and that the Member understands and is fully responsible for the purchase.
10. Retail Consumer Money-Back Guarantee of Product Sold: Company product sold by Members are sold to consumers with a 100% money-back guarantee. If the consumer is dissatisfied with product for any reason, the Member shall refund the full purchase price. The Company will provide the Member with a postage-paid merchandise return label whereby the Member can return unused product. Once the unused portion is received by the Company, the Member will be given replacement product. Refunds pursuant to the guarantee are limited to one bottle of product per retail purchaser. A Return Authorization Number will be given for the replacement of product to the Member according to #6 listed above.

PROMOTION OF COMPANY PRODUCTS AND BUSINESS OPPORTUNITIES:

1. Use of Literature: All printed promotional materials relating to the Company's products and compensation plan shall be only that which is made available by the Company or contain only information, claims and representations set forth in current literature provided by the Company. Member agrees to make no oral or written representation about the products or compensation plan that is not contained in current literature supplied by the Company including but not limited to claims, statements, or representations that Company products are offered or intended to diagnose, cure, mitigate, treat, or prevent any disease.
2. Member Advertising: The Member may employ any reasonable and generally accepted methods of advertising as long as any such advertising is in compliance with the Company's Policies and Procedures and is preapproved by the Company. Inappropriate advertising where specific claims are made for the Company's products or compensation plan can be grounds for immediate termination.
 1. Members may not use AIM's 800 number as a generic form of advertising. Members must provide their own home or business phone number on their advertising materials. Members are responsible for answering customers' questions about AIM products and the AIM business opportunity.

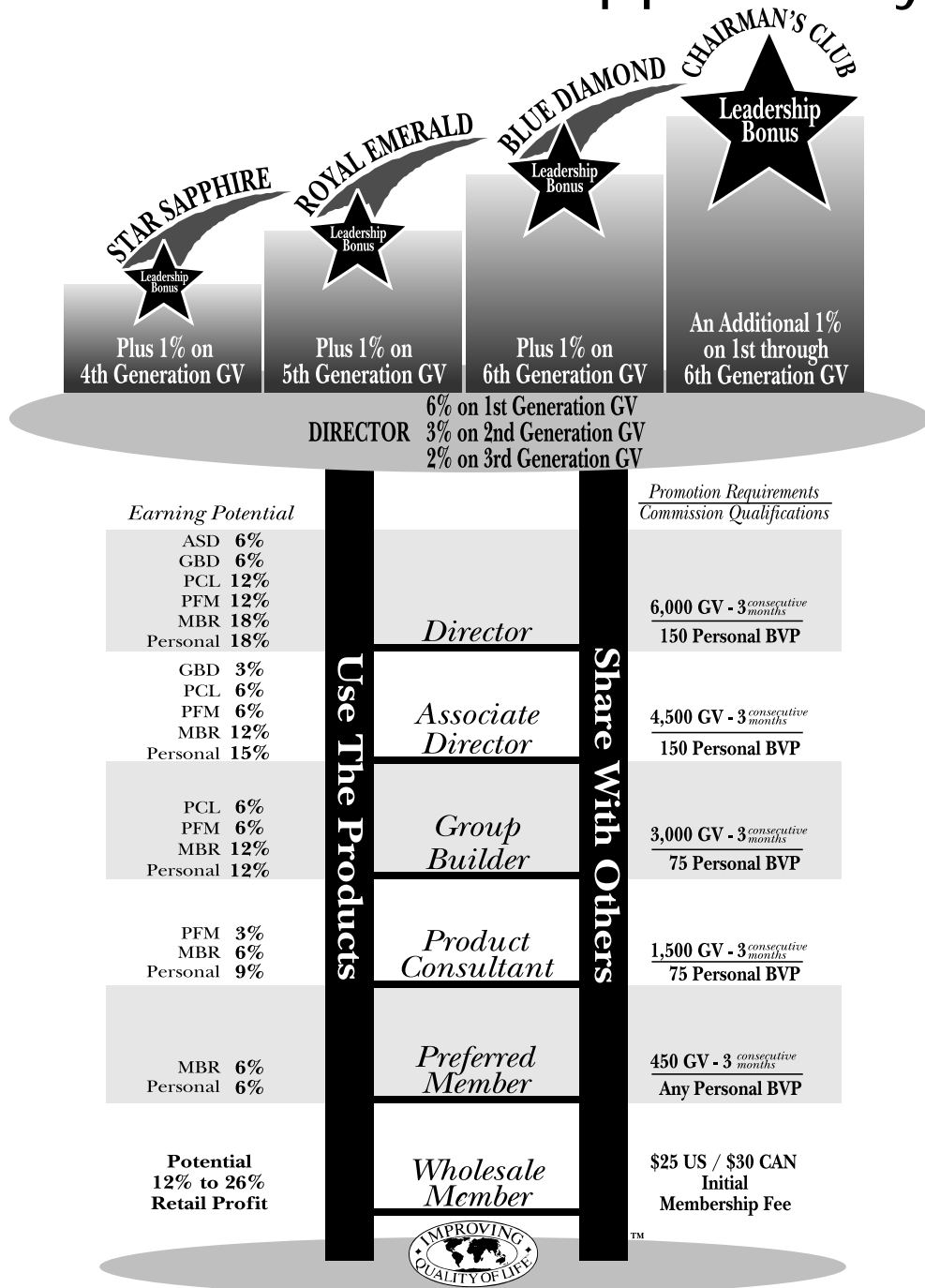
GENERAL POLICIES AND PROCEDURES

1. Commission checks will be mailed out on or before the 10th day of the month following when the commissions were earned.
2. If a commission check has not been received by the 25th of the month, the Member may request the Company to place a stop payment on the original check and to issue a new check in its place.
3. The Company will comply with all government regulations and agencies regarding the reporting of income paid out to its network of Members.

These Policies and Procedures will be amended and updated from time to time. A current copy of the Policies and Procedures is always available upon request from the Company.



AIM's Ladder of Opportunity™



CODE OF ETHICS

I agree to conduct myself and my business according to the highest standards of honesty, integrity, and good judgment.

I accept full responsibility for my behavior and the way in which I conduct my business.

I will present the Company and all its programs in a realistic and truthful way, and I will not make unauthorized claims or misleading statements to obtain a sale or to sponsor Members.

I will make every endeavor within reason, to aid those within my organization to be successful.

I am completely aware that the Company products are not intended for — nor are to be sold as — a cure, prescription, or therapeutic aid that alleviates any disease or ailment, and I agree to represent the same.

I understand these ethics are the basis for a successful relationship and business, and violation of any of them not only endangers my own membership but also the integrity of the Company.