Member Agreement

AIM AFRICA INC.

This Agreement ("Agreement") is made between AIM Africa Inc. (the "Company" or "AIM") and any applicant accepted by the Company as a Member (the "Member").

1. Status as a Member and Benefits:

1.1 **Qualification.** To become a Member, an individual applicant must be at least 18 years of age, be sponsored by a Member of the Company, and pay the Company a membership fee. If an applicant does not have a sponsor, AIM will assign one. An applicant that is a legal entity must satisfy the Company's applicable membership requirements and, in addition, must designate in writing an individual who is at least 18 years of age and who agrees in writing to be personally responsible for all of the Member's obligations under this Agreement.

1.2 **Benefits.** The Company offers the Member an opportunity to:

a) purchase Company products at Member prices,

b) resell Company products at retail prices or use the products for personal consumption,

c) sponsor other Members, as provided under the Member Income Plan,

d) participate in and receive benefits under the Member Income Plan,

e) receive a free e-commerce website, and

f) receive a Living Well magazine every two months with a product order.

The Company makes no representation as to how much, if anything, the Member may earn. Any earnings will depend on the Member's skills and efforts.

1.3 **Company Products.** The Member acknowledges that the Company's products are not intended for 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 purpose.

1.4 **Membership Requirements.** The following information and documentation are mandatory:

a) a South African identification number or, for a non-South African resident, a passport number.

b) if the Member is required to register for VAT under applicable South African tax laws, AIM requires a valid VAT registration certificate in the name of the Member.

c) proof of banking details in the name of the Member.

1.5 **Memberships Registered in the Name of a Company.** The following documentation is mandatory:

a) the company registration number and registration certificate.

b) a resolution of the directors identifying the person or director authorized to enter into contracts with AIM.

c) if the business is required to register for VAT under applicable South African tax laws, AIM requires a valid VAT registration certificate in the name of the business.

d) proof of banking details in the name of the registered company.

1.6 **Memberships Registered in the Name of a Trust.** The following documentation is mandatory:

a) the trust deed and letter of authority issued by the Master of the High Court.

b) a resolution of the trustees identifying the trustee authorized to enter into contracts with AIM.

c) if the trust is required to register for VAT under applicable South African tax laws, AIM requires a valid VAT registration certificate in the name of the trust.

d) proof of banking details in the name of the trust.

2. Term:

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

2.1 **Right of the Member to Terminate.** The Member may terminate the membership with the Company at any time for any reason by providing written notice to the Company.

2.2 **Right of the Company to Terminate.** The Company may terminate the rights of the Member by providing written notice to the Member in the event that 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, as determined by the Company in its sole discretion,

c) engages in any conduct or activity that is or may be detrimental to the Company or any other Company Member, as determined by the Company in its sole discretion, or

d) on behalf of another person or entity, recruits or solicits any active or terminated Company Members who were not personally sponsored by the Member.

The Company may, but shall not be required to, give the Member prior notice and a reasonable period, not exceeding 30 days, within which to cure any act that would otherwise result in termination. Notice shall be deemed effective under this Agreement three days after the notice is sent to the Member by email. AIM is not required to notify the terminated Member's upline or downline when a termination occurs.

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 sell or distribute AIM products or participate in or receive any benefits or compensation under the Company's Member Income Plan.

3. General Provisions:

3.1 **Relationship to Company.** The Member is an independent contractor. This Agreement does not create an employer-employee relationship, agency, partnership, or joint venture between the parties. The Member is responsible for complying with all applicable South African tax laws and for paying any income tax, VAT, or other taxes for which the Member is liable. The Member is not entitled to employee or statutory employment benefits from the Company.

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, including applicable requirements of the South African Health Products Regulatory Authority (SAHPRA).

3.3 **Member Advertising.** Member advertising includes all forms of advertising, including the use of the Internet. Violations may subject the Member to disciplinary action or termination. For further details, see Internet and Advertising in the Policies and Procedures.

a) The Member shall at no time adopt or use any word or mark that is identical or confusingly similar to any trademark or service mark owned or used by the Company. All variations and adaptations of any trademarks or service marks owned or used by the Company shall be the exclusive property of the Company, and the Company shall have the exclusive right to register the same and to license the use thereof. During or after the term of this Agreement, the Member or anyone acting on the Member's behalf shall not attempt to apply for registration of any trade name or trademark owned or used by the Company.

b) If a Member wishes to display the AIM logo, it must be the branded 'a' logo and include the words "AIM Member" adjacent to the logo to differentiate the AIM Member from AIM Corporate. The Member's name or membership name must be clearly identified. Official artwork is available upon request.

3.4 **Restrictions on Sale.**

a) Company products may only be sold by the Member individually or in a privately owned retail establishment operated by the Member. Members operating a privately owned retail establishment may authorize their employees, agents, or affiliates to sell products on their behalf.

b) The retail establishment cannot be a mass merchandiser or franchise in which the principal owner is not a Company Member.

c) AIM Members are independent contractors and may set their own resale prices. However, Members and privately owned retail establishments may not advertise products for less than the wholesale prices published by AIM. The Company strongly encourages Members to sell products at or above AIM Customer prices to retail customers.

d) Company products are intended to be sold only in the country in which they are purchased.

3.5 **Renewal Fee.** The Member shall pay an annual renewal fee on the Member's anniversary date or accumulate the minimum BVP required for the Member's title through personal purchases made during the 12 months preceding the renewal date. Failure to do so will result in termination of the membership and loss of title and downline, and the membership will automatically convert to an AIM Customer account.

3.6 **Member and Customer Lists.**

a) The Member agrees that any list of active or terminated Company Members or Customers is confidential Company information and will not disclose or transfer such information to any other person or entity. The Member may use such lists only to promote the Company's products and business opportunity to Members and Customers personally sponsored by the Member and for no other purpose.

b) The Member agrees to keep confidential and not disclose any personal information relating to active or terminated Company Members and Customers, including names, addresses, telephone numbers, and email addresses, contained in any list of Company Members and Customers (e.g., Genealogy Report). Such information may be used only for conducting Company-related business with Members and Customers personally sponsored by the Member.

3.7 **Heirs and Assigns.** The benefits and obligations of this Agreement shall inure to and be binding upon the respective heirs, devisees, successors, and permitted assigns of each party, subject to this Agreement and the Policies and Procedures. The Member may transfer rights under this Agreement only upon (1) prior written notice to the Company in accordance with the Policies and Procedures, (2) the transferee's agreement to be bound by this Agreement, and (3) acceptance by the Company. Upon the death of a Member, the following provisions apply according to the type of membership:

a) Personal (including Sole Proprietor): AIM will take instructions from the executor. Any volume rebates earned before the Member's death will be paid to the linked bank account or, if the account is frozen, to the executor upon satisfactory proof of appointment.

b) Partnership: AIM will take instructions from the executor and remaining partner(s), subject to the partnership agreement, this Agreement, the Policies and Procedures, and applicable law.

c) Company: The membership will remain with the company. AIM may require updated company documentation confirming the authorized representative. If the company is in liquidation, AIM will take instructions from the duly authorized liquidator.

d) Trust: The membership will remain with the trust. AIM may require updated trust documentation, including a letter of authority issued by the Master of the High Court, confirming the authorized trustee(s). Any changes to the membership must comply with the trust deed and applicable law.

3.8 **Effective Date.** This Agreement shall become effective only upon issuance of a Company ID number, which is assigned to the Member upon approval of the application by the Company. The Company reserves the right to reject any application for membership. By becoming a Member, the applicant acknowledges and agrees to abide by this Agreement and its Policies and Procedures, which are available on AIM's website and upon request.

3.9 **Communication with the Member.** The Member agrees to receive non-advertising-related Company communications via email.

3.10 **Compensation Ratio.** AIM reserves the right to place a limit, if necessary, on the ratio of volume rebate payouts to sales to ensure the viability of the Company. (The current ratio is available upon request.)

3.11 **Amendment.** This Agreement contains the entire agreement between the Company and the Member, and all changes to this Agreement must be in writing. 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 Member Income Plan, and its Policies and Procedures upon giving the Member at least 30 days written notice.

3.12 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of South Africa.

By applying to become a Member and accepting the benefits of membership, 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.

POLICIES AND PROCEDURES

The following Policies and Procedures have been developed as an addendum to the Member Agreement (the "Agreement") between AIM Africa Inc. (the "Company" or "AIM") and any applicant accepted by the Company as a Member (the "Member").

STATUS AS A MEMBER

1. **Assignment of a Company ID Number:** Upon assignment of a Company ID number, the Member may purchase products and literature at wholesale cost directly from the Company in the quantities indicated on the most current Company price list and order form. The Company reserves the right to change the quantities and/or prices at any time.

2. **Acknowledgment of Company Policies and Procedures:**

   a) Upon application to the Company to become a Member, whether by phone, the Internet, fax, or email, the Member represents that they have read and understood the Agreement and Policies and Procedures and have had an opportunity to request verification or clarification from the Company regarding them. In no event shall the Company be responsible for, nor shall the Member rely upon, any representations not contained in the Agreement or Policies and Procedures. By signing the Member Application or by applying to become a Member over the phone or Internet, the Member agrees to be bound by the terms of the Agreement and Policies and Procedures of the Company as they now exist or as they may in the future be amended.

   b) The Member recognizes the importance of creating and maintaining the goodwill of Company customers, and further understands that the Company is a direct selling company whose income plan and success depend upon the efforts of its Members. It is agreed that the Member will use their best efforts in servicing Company customers.

3. **Tax Issues and Legal Compliance:**

   a) As an independent contractor, the Member agrees to abide by all applicable South African laws as well as rules and regulations relating to the sale, distribution, and advertising of Company products, and to comply with all such laws pertaining to the obtaining of licenses required in order to receive, hold, or sell Company products. The Member shall be solely responsible for declaring and paying any VAT, taxes, fees, or other amounts arising from the Member's sales activity or earnings from such activity.

   b) The Company reserves the right to terminate the Member's membership if the Member fails to comply with any applicable laws of the Republic of South Africa, including the requirements of the South African Revenue Service (SARS), applicable VAT legislation, and applicable provincial or local authorities. The Member is solely responsible for registering for, reporting, and paying any income tax, VAT, duties, levies, fees, or other taxes or amounts for which the Member is legally responsible. The Member indemnifies and holds the Company harmless against any liability, loss, cost, or expense arising from the Member's failure to meet these obligations, including reasonable legal fees and litigation costs.

   c) Cross-Border Orders:
      i. For zero-rated VAT transactions, orders must be received, paid for, and dispatched before the 12th of each month to allow AIM to process the zero-rated VAT invoice.
      ii. All customs documentation must be received by AIM before the 10th of the following month. To ensure compliance, AIM must receive all required customs documentation before the relevant VAT return is submitted to SARS.

iii. Any orders placed after the 12th of the month will not qualify as zero-rated VAT transactions. The Cross-Border Member will be responsible for any applicable VAT and may seek a refund or reclaim through the relevant tax or customs authorities in their country of residence, where such a refund or reclaim is permitted.

4. **Non-compete:** The Member may not promote non-Company products or business opportunities to anyone on Company property or during meetings or events associated with the Company. The Company reserves the right to terminate the Member's membership at any time, upon 15 days written notice, in the event that the Member begins representing or promoting non-Company products or business opportunities to any person at a Company-associated meeting or event.

5. **Bonus Buying and Bonus Volume Point (BVP) Placement Prohibited:** Bonus buying and Bonus Volume Point (BVP) placement are prohibited. Members may not assign the BVP associated with any purchase to any other Member for the purpose of bonus or volume rebate manipulation. A Member may not purchase or assign BVP of AIM products, either directly or indirectly by placing orders or purchasing product from another AIM Member or AIM Customer (regardless of who ultimately receives the product), in an attempt to qualify themselves or another Member for title promotions, contest incentives, rewards or recognition. However, a Member may pay the membership, renewal or reinstatement fee for another Member. If you are building up inventory for a show or event, this is allowed as long as you can provide evidence of the show or event upon request. AIM regularly audits title promotions and contest results to identify instances of bonus buying. The Company reserves the right to investigate and determine whether bonus buying or BVP placement has occurred.

6. **Stacking Prohibited:** The practice of "stacking" is strictly prohibited and will result in immediate termination. Stacking refers to creating memberships or customer accounts in a way that deprives another Member of rebates they are rightfully owed. This includes setting up corporate entities solely to collect additional rebates from product orders, or creating more than one account per person. AIM Members and Customers must be at least 18 years old, and only one account per married couple is allowed. The Company reserves the right in its sole discretion to investigate and determine whether stacking has occurred.

7. **Misrepresentation of Claims:** Members must not represent that the Company's compensation plan or any other aspect of the Company's business has been approved, endorsed, or authorized by SAHPRA, any other government or regulatory authority, or any public or private organization unless expressly authorized by the relevant authority.

8. **Non-discrimination Policy:** The Company does not discriminate in accepting or rejecting applicants on the basis of any characteristic protected by applicable South African equality laws. Applicants must be residents of South Africa or another country approved in writing by the Company, at its sole discretion.

9. **Membership Fees:**

   a) The Member agrees to pay the Company an initial membership fee of R200.00 upon enrollment. This fee is payable with each new membership application or reinstatement.

   b) The Member agrees to pay an annual membership renewal fee of R200.00 for titles below the Director level and R1,500.00 for Director-level titles and above, on or before the Member's annual renewal date with the Company. Failure to renew within 30 days of the Member's renewal date will result in termination of the membership, which will automatically convert to an AIM Customer account.

   c) The membership will automatically renew at no charge upon accumulating the following minimum personal volume (PV) points within the 12 months preceding the annual renewal date: For the Wholesale Member title, 100 PV points; for Preferred Member, Group Builder, and Director or above titles, 600 PV points. Members may also opt to pay the membership fee if they have not accumulated enough points for free renewal.

10. **Termination:** Upon termination of the membership, whether voluntarily by the Member or due to failure to meet the renewal requirements, the entire downline of the Member will be transferred to the next active upline sponsor. The Member will cease to be a Member and will no longer have the right to participate in or receive benefits or compensation under the Company's Member Income Plan or to sponsor Members. If the membership is terminated due to failure to meet the renewal requirements, the Member will automatically convert to an AIM Customer account and may continue to purchase products as a Customer.

11. **Sponsorship Changes:** To protect the integrity of the Member Income Plan and safeguard the hard work of all Members, the Company strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Member and the Company income plan.

    a) A Member may change their sponsor within 30 days of their membership effective date. After this period, a change in sponsor is not allowed.

    b) A change in sponsor more than 30 days after the membership activation date requires a written request from the Member to cancel their membership. Ninety (90) days following membership cancellation, the membership may be reinstated with a new sponsor. Any title, volume rebates, or downline accrued prior to membership cancellation are forfeited.

c) Sponsorship corrections will be made whenever it is a Company error or when it is evident that a mistake has been made on the original application. Points and volume rebates will be adjusted when necessary. When volume rebates need to be adjusted, the correction will appear on the volume rebate statement for the following month.

12. **Membership Transfers:** Although the Member is an independent contractor, the sale, transfer, or assignment of a membership is subject to certain limitations. If the Member wishes to sell, transfer, or assign their membership, the following criteria must be met:

    a) The potential buyer or transferee must hold an equivalent title to the selling Member or have been a qualified AIM Member for at least one year before the sale. The buyer or transferee must terminate their existing qualified membership simultaneously with the purchase, transfer, or assignment of any interest in the new membership. The purchasing Member must submit a written request to the Company to terminate their existing membership and state that the termination is required to purchase another membership.

    b) Before the sale, transfer, or assignment can be finalized and approved by the Company, the selling Member must satisfy any debt obligations with the Company.

    c) The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign the membership.

    d) Either the buying or the selling Member must pay a R200.00 administration fee.

    e) The selling Member must notify AIM Customer Service of their intent to sell their membership. No change in the line of sponsorship may result from the sale or transfer of a membership.

13. **Joint Membership:**

    a) Joint memberships (or co-applicants) must submit written notice signed by both parties for any changes to the membership, including, but not limited to, a change of membership name, a change of South African identification number, or the addition or removal of an applicant from the membership.

    b) If co-applicants in a joint membership divorce or wish to dissolve their joint membership, the Company must receive a written notice signed by both parties, a certified copy of a divorce decree, or a court order which specifies how future volume rebates and bonuses should be paid.

    c) After such divorce or dissolution is finalized, the party that is removed from the membership may apply for a new membership under the sponsor of their choice.

ORDERS AND RETURNS

1. **Ordering and Payment:** Members may purchase products from the Company
   a) Online,
   b) by phone,
   c) by fax, and
   d) by email.

   Payment methods for phone, email, and fax orders include Mastercard, Visa, American Express, Diners Club, electronic funds transfer (EFT), and direct bank deposit. Payment methods for online orders include Mastercard and Visa. The Company reserves the right in its sole discretion to refuse an order based on a declined credit card authorization or a history of failed EFT or direct deposit payments.

2. **Member Responsibility:** The Member is responsible for any and all order activity and payments on the membership account, including Internet activity. Any disputed activity or payment may result in suspension of the Member's account until the matter is resolved.

3. **Problems with Misshipped Product or Lost Order:** If the Member receives Company products that the Member did not order or if the Member does not receive an order within 10 business days, the Member should contact AIM Customer Service.

4. **Product Return and Exchange Policy:** AIM offers a 100% money-back guarantee on eligible products returned within 30 days of purchase. The Member is responsible for the return courier fee and, for exchanges, the delivery fee for the replacement product, unless the return or exchange is due to a Company error. Once AIM receives the returned product, the Member will receive a refund, replacement, or applicable credit, as determined by the Company. Any applicable volume or bonus points will be adjusted accordingly.

5. **Damaged Merchandise:** Report damaged products within 3 days of receipt of an order. Product damaged in shipment from AIM will be replaced, provided the proper claim procedure is followed (See #4 for product return procedures.)

6. **Discontinued Products Policy:** To receive a refund or exchange on any discontinued product, it must be returned to the Company within 30 days of notification from the Company that the product will no longer be available (See #4 for product return procedures.)

7. **Retail Consumer Money-Back Guarantee:** A Member must provide retail customers with AIM's 30-day, 100% money-back guarantee. If an eligible product is returned within 30 days, the Member must refund the full purchase price. Refunds are limited to one bottle per retail purchaser. The Member may return the unused product to AIM in accordance with the Company's return procedures. Upon receipt of the returned product, AIM will provide the Member with a replacement product or applicable credit, as determined by the Company.

8. **Restrictions on Return of Bulk Purchases:** The return policy applies to purchases for personal consumption and does not provide for returns of bulk orders made for non-compliant purposes. Such purchases are not eligible for return under AIM's voluntary return policy, except as required by applicable law. Examples include purchases made to obtain a title, contest rewards, or bonuses, or for resale through an online retailer (e.g., Amazon). If bulk stock is ordered for a meeting or event, up to 20% of the stock purchased may be returned in the same month it was purchased. The returned product will be credited to the Member's account and will not be refunded. Products will be invoiced as individual units. No returns are accepted on Renewed Balance. Products must be stored in accordance with the storage conditions specified on the product label and applicable SAHPRA requirements.

9. **Repurchase Policy for Terminated Members:** Upon termination of a membership, the Company will repurchase, on reasonable commercial terms, currently marketable inventory purchased within 12 months before the Member's termination date at not less than 90% of the Member's net cost, less any applicable set-off and legal claims, if any. Products are not considered "currently marketable" if they are expired, were disclosed before purchase as seasonal, discontinued, or special-promotion products, or have tampered packaging. Any amounts owed to the Company, including volume rebates or contest credits paid in connection with returned products, will be deducted from the refund amount. By returning products under this policy, the Member relinquishes the right to become a Member in the future.

10. **Retail Sales Receipts:** Members shall provide each retail customer with a completed retail sales receipt at the time of sale, and keep copies of the receipts issued for a period of four years after the date of sale. The sales date, Member, customer contact information, products sold and prices charged must all be documented on the receipt. AIM may, at any time, request submission of sales receipts for a stated period in order to verify retail sales.

11. **Product Sales Requirements:** To purchase product, the Member must be prepared to certify upon request by the Company that at least 70% of all products previously purchased from the Company have been sold.

12. **Purchase Limitations:** If the Member purchases in excess of 3,000 BVP in any given business month, the Company has the right to require the Member to complete a request for a waiver from the purchase limitations. 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 that the Member wishes to purchase and that the Member understands and is fully responsible for the purchase.

PROMOTION OF COMPANY PRODUCTS AND BUSINESS OPPORTUNITIES

1. **Use of Literature:** The Member agrees not to make any oral or written representation about the Company's products or Member Income Plan that is not contained in current Company literature, including claims that AIM products diagnose, cure, mitigate, treat, or prevent any disease.

2. **Use of Phone Number:** The Member may not use the Company phone number for general advertising. The Member must provide their own home or business phone number on their advertising materials. The Member is responsible for answering customers' questions about the Company products and the Member Income Plan.

GENERAL POLICIES AND PROCEDURES

1. **Payment of Volume Rebates:** Payment will be made to the Member's bank account on the 10th of the month following the month in which the volume rebates were earned. A minimum volume rebate is required before payment is issued. Please contact the AIM office for the current minimum, which is adjusted annually based on the U.S. dollar-to-South African rand exchange rate used by the Company to calculate volume rebates.

2. **Unclaimed Property & Returned Rebates:** Members must submit valid banking details in the name of the Member. Any volume rebate that exceeds the minimum amount required for payment but remains on a Member's account due to missing banking details will be forfeited after 180 days. A R50.00 monthly service fee will be deducted until banking details are received and payment is made. A R100.00 fee applies to a rebate that has been returned due to incorrect banking details, including bank accounts that have been closed without updated banking details being provided.

3. **Reporting of Volume Rebate Income:** The Company will comply with all applicable laws, regulations, and requirements of government authorities regarding the reporting of income paid to its network of Members.

INTERNET AND ADVERTISING

1. **Internet and Website Discipline:**

   a) AIM may conduct website audits and searches for compliance. AIM reserves the right, in its sole discretion, to discipline or terminate memberships that are in violation of these guidelines.

   b) AIM will notify Members of required edits to their website content. The Member must make edits within 30 days. If a Member wishes to contest the required edits, they must do so within 15 days of receiving notice of the required edits.

   c) Members are responsible for their website and Internet advertising and any negative consequences that result from non-compliance with these guidelines.

d) Members who resign or are terminated must promptly withdraw any AIM-related advertising and AIM intellectual property that they placed on the Internet or any website.

2. **Internet and Website:**

a) Members must identify themselves and clearly state "AIM Member" at the top of their website home page.

b) Members must list their return contact information for product returns and provide retail customers with a 30-day, 100% money-back guarantee (see Orders and Returns in the Policies and Procedures).

c) Members may not use AIM's phone number on their website.

d) Members must not imply, intentionally or otherwise, that their website is the AIM corporate website or that they are an AIM employee or corporate representative. If AIM determines that a Member has done so, the Member must make the required website changes immediately.

e) Members must use reasonable means to ensure that their chosen website or email address does not conflict with an existing AIM Member's established web identity.

f) Members may create links between their website and the AIM corporate website. A brief description must be included with the link indicating that it redirects to the official AIM corporate website so that customers are aware that they are leaving the Member website and entering the AIM corporate website.

g) Members may advertise and sell non-AIM products on the same website (This does not apply to myAIMStore websites, which are controlled by AIM and do not allow any other products or services to be sold.) Should the Member's website give the impression that any non-AIM product advertised is an AIM product, the Member will be required to correct this. AIM does not endorse non-AIM products.

h) A Member who sells both AIM and non-AIM products on a website must ensure that AIM products appear on a separate page from any other brand or competitor product of the same variety to avoid confusion as to which products exclusively belong to AIM and to avoid any conflict of interest between AIM and any other brand or competitor product.

3. **Intellectual Properties:**

a) Members are not allowed to use any of AIM's intellectual property, including the name AIM or The AIM Companies, product names, slogans or any variations thereof in an email address, URL, domain name, or subdomain, team name, tagline, external website name, personal website address or extension, or as a personal name or nickname. Additionally, the wording "AIM Member" must accompany any materials used for an AIM business (i.e., voicemail, postcards, flyers, websites, social media, etc.) to clearly distinguish the Member's AIM business from The AIM Companies' corporate business.

b) If a Member wishes to display the AIM logo, it must be the branded 'a' logo and include the words "AIM Member" adjacent to the logo to differentiate the Member from AIM Corporate. The Member name or membership name must also be identified. Official artwork is available upon request.

c) Members must use ® and ™ symbols only as directed by AIM and only where applicable.

d) Members are not allowed to have a third party produce items with the AIM logo without prior permission from the Company.

e) Use of any AIM copyrighted or trademarked materials in advertising or on any website must be accompanied by the following page footnote: "This page contains copyrighted materials or trademarks of AIM International, Inc. Used with permission."

4. **Text and Artwork:**

a) All content of AIM publications relating to text and artwork, including, but not limited to, product datasheets, magazines, web pages, photos, graphics, and logos, is either copyrighted or trademarked material and may not be used on Member websites unless it clearly states: "All names, information, graphics, logos, and other materials related to AIM products and programs are the property of AIM International, Inc. Used with permission."

b) Members are responsible for keeping their websites and advertising updated with current AIM branding and removing all outdated products, information and images.

c) Upon notice from AIM regarding any change in the promotional materials related to AIM products and programs, Members shall update their websites to reflect the new information within 30 days of receiving notification from AIM.

5. **Advertising:**

a) Members may not advertise products for less than the wholesale prices published by AIM.

b) Members may not make income or product claims or guarantees to potential Members or customers.

c) Members may not make claims about the therapeutic properties of any products offered by the Company except statements contained in official, current AIM literature.

d) In publications and marketing materials, the owner of trademarks must be acknowledged. Members must place a footnote at the bottom of any materials produced that states: "AIM products and related trademarks are the property of AIM International, Inc."

e) AIM recommends submitting your print advertising to aimonline@aimintl.com for review and approval.

6. **Product and Disease Claims:**

a) Members may not make claims about the therapeutic or curative properties of any AIM products except those contained in official AIM trademarked literature.

b) Each Member website must contain a disclaimer that clearly states: "Products of The AIM Companies have not been evaluated by SAHPRA and are not intended to diagnose, treat, cure, or prevent any disease or illness. Individual results may vary." The disclaimer must be large enough to easily read and be in a visible location on the page. A hyperlink to this disclaimer should not be used.

c) Making claims about diseases or symptoms of disease could result in regulatory action, including an investigation or possible prosecution of those making such claims. Members must not make claims that diagnose, treat, cure, mitigate, or prevent a disease or its symptoms.

d) The only claims that may be made for AIM programs, services or products are those statements contained in official, current Company literature, including but not limited to magazines and product datasheets.

e) Members are advised to recommend that customers who are receiving medical care or have a chronic condition consult their medical practitioner before making changes to their diet or beginning any nutritional program.

f) Members may make health-related claims about an ingredient and its effect on a normal physiological function only where such claims are supported by appropriate scientific evidence, comply with applicable law and SAHPRA requirements, and are expressly permitted by current Company-approved literature and guidelines.

g) Personal, positive experiences (testimonials) resulting from the use of AIM products may be shared with others. However, Members may not make therapeutic, medicinal or disease claims about AIM products. Results may vary from person to person. Any testimonials should include the following statement: "Testimonials should not be construed as representative of results that every person can achieve."

h) Members must not include any statements or suggestions on their websites that AIM products have been reviewed, approved, or endorsed by SAHPRA or any other government or regulatory authority.

7. **Disease Claims Dos and Don'ts:** When creating newsletters, advertisements, testimonials, videos, social media posts, etc. Members need to be mindful of disease claims that could violate government regulations. The following Dos and Don'ts can help you avoid some common mistakes.

a) Do include non-disease-related symptoms in your testimonials (i.e., "I enjoy the sense of clarity I experience when I include AIM GinkgoSense in my daily routine.")

b) Do include healthy functions (i.e., "I have been able to maintain my overall health and well-being with AIMega.")

c) Do use product endorsements or recommendations (i.e., "I love AIM Just Carrots.")

d) Do recommend AIM to support overall health (i.e., "I use BarleyLife every day as part of my healthy lifestyle.")

e) Don't mention a specific disease in your testimonial (i.e., "AIM GinkgoSense has improved my Alzheimer's symptoms.")

f) Don't reference an unhealthy state (i.e., "Before using AIM my liver was failing and now I'm healthier than ever.")

g) Don't recommend replacing a drug or therapy with an AIM product (i.e., "I replaced my 4 ibuprofen with 4 Frame Essentials and don't have knee pain.")

h) Don't recommend that an AIM product can improve the function of a drug or therapy (i.e., "I take ibuprofen daily, but when I added Frame Essentials it helped the ibuprofen work better.")

8. **Income and Business Claims:**

a) No income or earnings claims or representations (i.e., that the business opportunity will result in immediate, fast, or substantial monetary rewards) may be made regarding the AIM Member Income Plan.

b) Members may make only claims contained in official, current Company literature or personal testimonials that comply with these Policies and Procedures and applicable law. However, the Member must not exaggerate facts such as the time, money, and effort involved in building their business. What has been successful for one person may not be successful for another.

9. **Income Claims Dos and Don'ts:** When creating newsletters, advertisements, testimonials, videos, social media posts, etc. Members need to be mindful of business claims that could violate government regulations. The following are helpful Dos and Don'ts.

a) Do use the following terms in a manner that isn't misleading: Flexible schedule, Time flexibility, Supplemental income, Work on your own terms, Part-time income (i.e., "Flexible hours and part-time work from your cell phone or home." "Work alongside your current job to supplement your income.")

b) Do use endorsements or recommendations of the Company's overall products and business (i.e., "We offer not only great products but also an income opportunity and we'd love to have you join us!" "My team and I are part of something so big and it is growing with such momentum… thank you AIM!")

c) Do use inspirational or motivational messages (i.e., "Looking for a flexible way to build something of your own? Let's talk!")

d) Members must not present personal income or business results, including personal stories, as typical, average, or representative unless approved by the Company and properly substantiated.

e) Do have the Company review your AIM income or lifestyle claims prior to publication to ensure they meet applicable legal or regulatory requirements.

f) Don't make income claims regarding the level of bonuses or income associated with an AIM business without a Company review to ensure they meet applicable legal or regulatory requirements.

g) Don't use the terms passive income, residual income, replacement income, financial freedom, time freedom, recurring income (or terms of similar meaning).

h) Don't encourage people to quit jobs or school, take out loans, or incur debt to pursue an AIM business.

i) On social media, don't reshare or "like" items inconsistent with approved guidelines.

j) Don't imply or claim that the opportunity can help pay for things like groceries, children's activities, medical expenses, car or house payments, or childcare.

k) Don't use images of wealth (yachts, private jets, luxury cars, or homes, etc.) to imply a level of income that few Members could reasonably expect to earn solely through the AIM Member Income Plan.

10. **Testimonials:** One of the most powerful stories Members can tell is their personal experience with the AIM products or with the AIM business opportunity. However, not all the benefits experienced are appropriate for posting on the Internet. Government authorities establish guidelines and rules governing what may and may not be said. Even an experience verified by a health care professional or by other people may not conform to regulatory guidelines. All testimonials published on a website are subject to these guidelines.

11. **International:**

    a) All international websites must also follow these guidelines. In addition, Members must abide by the laws governing the Internet and advertising in their country or jurisdiction.

    b) Trademark status varies per country. Contact AIM if you are unsure about the status of a trademark (® or ™) in a specific country.

These Policies and Procedures may be amended from time to time. A current copy of the AIM Member Agreement and Policies and Procedures is always available on the AIM website or upon request from the Company.

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