

IM Mastery Academy

Statement of Policies & Procedures

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STATEMENT OF POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 IM Policies & Procedures and Compensation Plan Incorporated into the IBO Agreement

Throughout these Policies & Procedures, when the term “Agreement” or “IBO Agreement” is used, it collectively refers to the on-line application, electronic signature process, the IBO Agreement Terms and Conditions, these Policies and Procedures and any addendums thereto, the IBO Social Media Policy and the Compensation Plan, incorporated herein for all purposes), and any and all other guidelines that may be implemented from time to time and any amendments thereto.

1.2 Mutual Commitment Statement

International Markets Live, Inc. (hereinafter referred to as “**IM**”) recognizes that in order to develop a long-term and mutually rewarding relationship with its independent business owners (“**IBOs**”). IBOs must acknowledge and respect the true nature of the relationship and support IM’s customers (“**Customers**”).

In the spirit of mutual respect and understanding, IM expects that its IBOs will:

- (i) Conduct themselves in a professional, honest, and considerate manner;
- (ii) Comply will all applicable laws and regulation;
- (iii) Present information about IM and its services in an accurate and professional manner;
- (iv) Present the Compensation Plan, services and refund policies contained herein in a complete and accurate manner;
- (v) Not make exaggerated income or service claims;
- (vi) Not make any product or income claims related to replacement of income impacted by coronavirus;
- (vii) Not state or infer that IM sells or promotes the sale of financial services, broker services or provides investment advice of any kind;
- (viii) Make reasonable effort(s) to support and train other IBOs and Customers in their sales and marketing organization;
- (ix) Not engage in crossline sponsoring, solicitation of competing services, unhealthy competition or unethical business practices;
- (x) Provide positive guidance and training to IBOs and Customers in their sales and marketing organizations; and
- (xi) Support, protect, and defend the integrity of the IM income opportunity;

1.3 Code of Ethics

- (a) The IM Code of Ethics states as follows:

;

- (i) An IBO must show fairness, tolerance, and respect to all people associated with IM, regardless of race, gender, social class or religion, thereby fostering a positive atmosphere of teamwork, good morale and community spirit;
 - (ii) An IBO shall strive to resolve business issues, including situations and disputes with other IBOs, by emphasizing tact, sensitivity, and goodwill, taking care not to create additional problems;
 - (iii) IBOs must be honest, responsible, professional, and conduct themselves with integrity;
 - (iv) IBOs shall not make disparaging statements about IM, other IBOs, IM officers, employees, contractors, suppliers or agents, services, strategies, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead, or coerce others;
 - (v) IBOs shall not represent IM's services other than as an educational and information platform and service and under no circumstances shall an IBO represent that IM, any IBO or IM educator provides investment or trading advice or is affiliated with a broker or investment advisor; and
 - (vi) IBOs shall not recommend brokers or investment advisors to IM Customers or to other IBOs.
- (b) IM may take appropriate action against an IBO if IM determines, in its sole unfettered discretion, that an IBO's conduct is detrimental, disruptive, or injurious to IM or to other IBOs.
- (c) Negative and disparaging comments about IM, its services, strategies, the Agreement, or Compensation Plan, made to IM, or to the field, or at any IM meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other IBOs and Customers. IBOs must not belittle, disparage, or speak negatively of IM, fellow IBOs, IM services or strategies, the Compensation Plan, or any and all IM directors, officers, or employees, contractors, suppliers or agents. Such conduct represents a material breach of the Agreement and may be subject to sanctions as deemed appropriate by IM.

1.4 Purpose of Policies & Procedures

- (a) IM is a direct to consumer, subscription based, training and education company that markets its services and strategies through a network of IBOs. To clearly define the relationship that exists between IBOs and IM, and to explicitly set a standard for acceptable business conduct, IM has established the Agreement, including these Policies and Procedures.
- (b) IBOs are required to comply with: (i) all of the terms and conditions set forth in the Agreement, which IM may amend from time to time in its sole and unfettered discretion in accordance with the terms hereof; and (ii) all federal, state, and/or local laws governing his, her and/or its IM business.
- (c) IBOs must carefully review the information in the Agreement, including these Policies and Procedures. Should an IBO have any questions regarding a policy, rule, or guidelines, they are encouraged to seek an answer from the Company FAQs, found in the IBO back office, their

personal Sponsor, or the IM Customer Service Team by submitting an e-mail to: support@im.academy.

- (d) It is the responsibility of the Sponsor to provide the most current version of the Agreement, including these Policies and Procedures (published at www.im.academy and in the IBO back office), the Income Disclosure Statement, the IM Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline IBOs.

1.5 Changes, Amendments, and Modifications

- (a) Because applicable laws, as well as the business environment, periodically change, IM reserves the right to amend the Agreement and the prices for its services in its sole and unfettered discretion.
- (b) Any such amendment, change, or modification shall be effective ten (10) days following notice by one of the following methods:
 - i. Posting in the IBO back office and on www.im.academy;
 - ii. Electronic mail (e-mail); or
 - iii. Any IM communication channels or social media outlets (*i.e.*, Facebook, Instagram, Twitter and/or IM App).

2.0 BASIC PRINCIPLES

2.1 Becoming An IBO

To become an IBO, an applicant must comply with the following requirements:

- (i) Be of the age of majority (not a minor) in the IBO's country, state, province, or territory of residence and at least 18 years old.
- (ii) Reside or have a valid address in the United States, U.S. territory, Canada, Australia, or a country wherein IM operates its business.
- (iii) Have a valid taxpayer identification number (*i.e.*, Social Security Number, Federal Tax ID Number (TIN), federal business number, or proper personal identification number of the respective country);
- (iv) Provide a verified mobile phone number or e-mail address, which is not in use or associated with any other IM account.

2.2 New IBO Registration

- (a) A potential new IBO may self-enroll on any IBO or Sponsor's IM replicated website by entering his, her or its personal information and accepting the terms of the Agreement,
- (b) If one applicant enrolls creating an account listing a certain Sponsor and enrolls a second time listing multiple Sponsors, only the first completed form received by IM will be accepted. IM

reserves the right, at its sole unfettered discretion, to make the final decision with respect to all such registrations.

3.0 IM'S IBO RESPONSIBILITIES

3.1 Correct IBO Information

- (a) It is the responsibility of the IBO to make sure IM has the correct contact information for all correspondence and in the IBO account profile.
- (b) An IBO must allow up to seventy-two (72) hours for processing after any change to the information in the IBO's account profile has been received by IM Support Team.

3.2 Training and Leadership

- (a) Any IBO who sponsors another IBO into IM must perform an authentic assistance and training function to ensure the IBO's sales and marketing organization is properly operating the IBO's IM business. Sponsoring IBOs should have ongoing contact and communication with the IBOs in their sales and marketing organizations. (Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voicemail, e-mail, personal meetings, accompaniment of downline IBOs to IM meetings, training sessions, events, workshops, and any other related functions).
- (b) A Sponsor IBO should support, educate and mentor the IBOs in his, her, or its sales and marketing organizations to ensure that IBOs do not make improper business claims or engage in any illegal or inappropriate conduct.
- (c) Sponsoring IBOs are encouraged to educate and train new IBOs about IM's services, strategies, effective sales techniques, the IM Compensation Plan, along with compliance with the Agreement, and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time.
- (d) IM emphasizes and encourages all IBOs to sell IM's services and strategies to Customers. IBOs are not compensated other than for sales to Customers.
- (e) Use of sales and marketing collateral. To promote the services, strategies, and opportunities IM offers, IBOs must use the sales and marketing collateral and support materials produced by IM. If IBOs develop their own sales and marketing collateral and promotional materials, which includes Internet advertising, those materials must comply with these Policies and Procedures and applicable law. All IBOs shall safeguard and promote the good reputation of IM and its services and strategies. The marketing and promotion of IM, the IM business opportunity, the Compensation Plan, and IM services and strategies shall be consistent with the IM code of ethics, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Sponsorship

- (a) A Sponsor introduces IBOs or Customers to IM, helps them complete their enrollment, and supports and trains those in their sales and marketing organization.

- (b) IM recognizes the Sponsor as the name(s) shown on the first IBO online application submitted to IM.
- (c) IM recognizes that each new prospect has the right to ultimately choose his, her, or its own Sponsor, but IM will not allow IBOs to engage in unethical sponsoring activities.
- (d) All Active IBOs in good standing have the right to sponsor and enroll others into IM. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one IBO will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first IBO who presented a comprehensive introduction to IM services, strategies, or opportunities.

3.4 Unethical Sponsoring

- (a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new IBO away from a fellow IBO or influencing another IBO to transfer to a different Sponsor.
- (b) Allegations of unethical sponsoring must be reported in writing to the IM Compliance Team within the first thirty (30) days of a new IBO's enrollment. If the reports are substantiated, IM may, but is not obliged to, transfer the IBO or the IBO's downline to another Sponsor or organization and any such transfer may be effected without approval from the current up-line Sponsor or Placement IBOs. IM remains the final authority in such cases.
- (c) IM prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the IM marketing system and/or the Compensation Plan in order to trigger commissions or cause a promotion off a direct or indirect IBO in their sales and marketing organization in an unearned manner. One example of Stacking occurs when a Sponsor places IBO(s) under an inactive IBO lower in the IBO tree without that IBO's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent IBO positions of all individuals and/or entities found to be directly involved.
- (d) Should IBOs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute IM services or strategies, such IBOs bear the risk of being sued by the other company. If any lawsuit, arbitration, mediation, or other action is brought against an IBO relating to allegations that such IBO engaged in inappropriate sponsoring/recruiting activity of another company's sales force or customers, IM will not pay, and will not be responsible for paying, any of the IBO's defense costs or legal fees, nor will IM indemnify the IBO for any judgment, award, or settlement.

3.5 Cross Sponsoring/Recruiting Prohibition

- (a) For the purposes of this section, "Cross Sponsoring" or "Cross Recruiting" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed IBO Agreement. Actual or attempted Cross Sponsoring is not allowed. If Cross Sponsoring is verified by IM, sanctions up to and including termination of an IBO's position may be imposed. If an IBO Cross Sponsors, they must return to their original position or wait six (6) months before rejoining IM.
- (b) Cross Recruiting IM members into an IBO's organization may result in suspension, fines, and

possible termination.

- (c) The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, federal business numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- (d) This policy does not prohibit the transfer of an IM business in accordance with IM Sale or Transfer Policy set forth in these Policies and Procedures.

3.6 Solicitation for Other Companies or Services

- (a) An IBO may participate in other direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities, as long as they are for non-competing services, strategies, or products. However, during the term of the Agreement and for one (1) year thereafter, an IBO may not solicit or recruit any fellow IBO or Customer to whom the IBO has marketed IM services or strategies within the immediately prior two (2) years to (i) participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity (ii) to move their business away from IM; or (iii) purchase products or services that are the same as or similar to any IM Services and/or strategies unless expressly approved in writing by IM.
- (b) For purposes of this Section, the terms "sponsor" or "recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or indirectly) of another IBO or Customer to enroll or participate in any other direct sales or network marketing opportunity. Such conduct represents recruiting even if the IBO's actions are in response to an inquiry made by another IBO or Customer.
- (c) Due to the nature of network marketing the parties to the Agreement agree that it is reasonable that the foregoing solicitation prohibition extends to all markets in which IM conducts business.
- (d) All Customers solicited by an IBO for the promotion or sale of IM Services and strategies are deemed to be Customers of IM and not of the IBO, whether or not the IBO originally introduced such Customer to IM.
- (e) During the term of this Agreement, IBOs must not sell, or entice others to sell, any competing services or strategies, including training materials, to IM Customers or IBOs. Any product or service in the same category as an IM strategy or service is deemed to be competing (*i.e.*, any competing product or service regardless of differences in cost or quality).
- (f) An IBO may sell non-competing services or strategies to the IM Customers and IBOs that they personally sponsored.
- (g) An IBO may not display or bundle IM services or strategies, in sales literature, on a website, on social media platforms or in sales meetings, with another business's services, products, or strategies in order to avoid confusing or misleading a prospective Customer or IBO into believing there is a relationship between IM and non-IM services or strategies.
- (h) An IBO may not offer a non-IM opportunity, strategy, service, or product at any IM-related meeting, event, seminar, or convention, or immediately following an IM event.

- (i) An IBO may not be affiliated with a broker or investment advisor and bundle or associate IM products, services or strategies with the services of a broker or investment advisor.
- (j) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between IM and its IBOs and would inflict irreparable harm on IM and its IBOs. In such event, IM may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IBO or such IBO's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

IM hereby grants to the IBO a non-exclusive right, based upon the terms and conditions contained in the Agreement, to:

- (i) Promote and sell IM services and strategies; and
- (ii) Sponsor new IBOs and Customers in countries where IM is currently operating or operates in the future.

No feature of the Compensation Plan constitutes a personal purchase requirement to become an IBO, move up in rank in or otherwise fully participate in the Compensation Plan. No purchase is required of anyone at any time to fully participate as an IBO, outside of the monthly administrative fee which is payable for the administrative support of the IBO's business, the IBO back office and support services.

4.2 Renewals and Expiration of the IBO Agreement

If the IBO allows his, her, or its IBO account to become inactive due to non-payment, the IBO will lose any and all rights to his, her, or its downline organization during any period in inactive status until the IBO re-activates the account.

- (i) If the former IBO re-activates the account, IM may permit the IBO to resume the rank and position held immediately prior to expiration. However, such IBO's paid-as level will not be restored unless the IBO qualifies at that payout level in the new month. The IBO is not eligible to receive commissions for the time period that the IBO's position was inactive.
- (ii) Any IBO who was terminated or has cancelled their account is not eligible to re-apply for an IM business for six (6) months following the expiration of the IBO Agreement except with the express written consent of IM.
- (iii) The sales and marketing organization of the terminated or cancelled IBO account may at the option of IM compress up to the immediate, Active IBO in the hierarchy.

4.3 Effect of Cancellation

Following an IBO's cancellation for voluntary or involuntary termination, (collectively, a "Cancellation") such IBO:

- (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales

generated by the IBO's former sales and marketing organization or any other payments in association with the IBO's former position;

- (ii) Waives any and all claims to property rights or any interest in or to the IBO's former sales and marketing organization; and
- (iii) Shall receive commissions and bonuses only for the last full pay period in which the IBO was active prior to cancellation, less any amounts withheld during any period of suspension or during an investigation preceding an involuntary cancellation, and less any other amounts owed to IM.

4.4 Changes to IBO Account

- (a) An IBO may add a spouse or partner to the account or change the form of ownership from an individual to a Business Entity owned by the IBO by submitting a written request, accompanied by a new IBO Agreement completed and signed designed by the authorized representatives of the Business Entity and a Business Registration Form, if applicable, and any appropriate supporting documentation. IM has the right, in its full and unfettered discretion, to accept or deny any such requests.
- (b) IM may charge a fee of \$200 for the cost of administering a change to the IBO account in accordance with these Policies and Procedures.

4.5 Unauthorized Transfer & Re-Enrollment

In the event an IBO discovers that another IBO in their downline has re-enrolled under a different IBO, the IBO has ninety (90) days from the date the downline IBO enrolled under a new IBO to notify the IM Compliance Team and request the downline IBO be transferred back to the IBO's downline. Upon the expiration of the ninety (90) day period, an IBO's right to reclaim a new IBO to the IBO's downline will be waived.

4.6 Change of Sponsors or Placement for IBOs

- (a) Placement changes/corrections may be requested within a ten-day (10) period from the enrollment date. Such adjustments require a request for written permission directed to the IM Customer Support Team submitted from the personal back office of the Sponsor as well as the IBO to be moved and in some cases additional IBOs ranked above the IBO.
- (b) Sponsor changes are generally not permitted. However, Sponsor corrections can be made if they are reported to the IM Compliance Team within twenty-four (24) hours from the time of enrollment. Sponsor corrections must be requested from the IBO back office of the current (original) Sponsor and must state the reason that the correction needs to be made.
- (c) At the full unfettered discretion of IM, IBOs who have been inactive for at least six (6) months, and who have not tendered a letter of voluntary termination, are eligible to request to transfer to a new Sponsor or Placement of their choice.
- (d) When an IBO transfers in accordance with this Section 4.6 a new IM ID number will be issued to the IBO.
- (e) The transferring IBO does not retain former rank, downline, or rights to commission from the IBO's former sales and marketing organizations. The existing downline sales and marketing organization of the transferring IBO shall remain in its original line of sponsorship or placement.

- (f) IM reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

4.7 Change Organizations

- (a) An IBO may only transfer between IM sales and marketing organizations, if he, she or it submits a letter of voluntary termination to the IM Customer Service Team and remains inactive with, or in, IM for six (6) months from the receipt by IM of the request letter. After six (6) months the IBO will be eligible to re-enroll under a different Sponsor or receive a different Placement.
- (b) IM retains the unfettered right and discretion to approve or deny any request to re-enroll after an IBO's termination.
- (c) If an IBO re-enrolls after voluntary termination, the IBO will be issued a new IM ID number. The IBO will not be entitled to keep any former rank, sales and marketing organization, or rights to commission from any prior organization.

4.8 Voluntary Termination

- (a) An IBO may immediately terminate his, her, or its position by submitting a written notice or e-mail to the IM Customer Support Team at support@im.academy. The written notice must include the following;
 - (i) The IBO's intent to terminate their IBO account;
 - (ii) Date of termination;
 - (iii) IM Identification Number; and
 - (iv) The IBO's signature.
- (b) An IBO may not use termination as a way to immediately change Sponsor and Placement. Instead, the IBO who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in any IM business for six (6) months from the receipt of the written notice of termination. They may also not promote IM, hold themselves out as affiliated in any way with IM or attend IM events after termination.

4.9 Involuntary Termination

- (a) IM reserves the right to suspend or terminate an IBO for any reason, including, but not limited to:
 - (i) Violation of any terms or conditions of the Agreement, including these Policies and Procedures in effect at the time the violation occurred or was discovered;
 - (ii) Violation of any provision in the Compensation Plan;
 - (iii) Violation of any applicable law, ordinance, or regulation affecting the IM business; or
 - (iv) Engaging in unethical business practices or violating standards of fair dealing.

- (b) IM will notify the IBO in writing through the e-mail on file or mail at the IBOs last known address, of IM's intent to suspend or terminate the IBO's position and the reasons for suspension or termination. The IBO will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for suspension or termination as stated in the notice. IM will then have thirty (30) calendar days from the date of receipt of the IBO's response to render a final decision as to suspension or termination. During the notice period the IBO's account will be suspended and will not earn commissions under the Compensation Plan.
- (c) After the expiry of the notice period, if a decision is made by IM to suspend or terminate the IBO's position, IM will inform the IBO that the position is suspended or terminated effective as of the date of the notification.
- (d) Where justified by the gravity of the allegations against an IBO IM may accelerate or omit any part of the process set out in this Section 4.9.
- (e) If the suspension or termination is not rescinded by IM, the suspension or termination will be effective as of the date of the original notice. The former IBO shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any IM service or strategies. IM will notify the active Sponsor within ten (10) days after suspension or termination. The volume associated with the sales organization of a terminated IBO will "roll up" permanently to the next immediate active direct Sponsor on record.
- (f) The IBO who is involuntarily terminated by IM may not reapply for a position, either under his, her, or its present name or any other name or entity, without the express written consent of an officer of IM, following a review by the IM Compliance Team. In any event, such IBO may not re-apply for a position for twelve (12) months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- (a) A corporation or partnership (collectively referred to as a "Business Entity") may apply to be an IBO.
- (b) An IBO may change their status under the same Sponsor from an individual to a partnership, or corporation or from one type of Business Entity to another.

5.2 Independent Business Relationship; Indemnification for Actions

- (a) IBOs are independent contractors acting in the capacity of a wholly independent marketing representatives who establish and service retail customers for IM services and strategies. IBO status, as such, does not constitute either a sale of a security, franchise, or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from IBO for the right to market and sell IM services or strategies pursuant to the IBO Agreement, outside of the monthly IBO administrative fee. The IBO Agreement is not intended to and shall not be construed to create an employer-employee relationship, agency, partnership, or joint venture between IBO and any other participant in the IM Compensation Plan and/or IM. As independent contractors, IBOs must: (i) comply with all applicable federal, state, provincial, and local laws, rules, and regulations pertaining to the Agreement, including the sale, distribution and

advertising of IM services, and strategies; and (ii) at an IBO's own expense, complete all filings, and obtain such licenses as are required by applicable federal, state, provincial, and local laws, rules, and regulations, with respect to the Agreement and IBO's activities as an IBO.

- (b) IBOs have no authority to bind IM to any obligation. It is each IBO's responsibility to pay all income, local, or applicable taxes as an independent contractor, and IBOs are not eligible for employee benefits, such as unemployment compensation, worker's compensation, or minimum wages. IBOs are responsible for setting their own hours and to supplying all of their own equipment and tools for operating their IM business, such as telephones, transportation, professional services, office equipment, and supplies. Further, IBOs should determine their own methods of sale, so long as they comply with the Agreement. Without limiting the foregoing, IBOs shall be fully responsible for (i) all applicable federal, state and local withholding taxes, worker's compensation contributions, license requirements, and fees related to the IBO's earnings and activities as an IBO, and (ii) all expenses incurred in connection with the operation of the IBO's IM-related businesses, including but not limited to travel, meals, accommodation, secretarial, office, telephone, and other business expenses.
- (c) The IBO is fully responsible for all of his, her, or its verbal and written communications made regarding IM services and strategies, and the Compensation Plan. IBOs shall indemnify and hold harmless IM, its directors, officers, employees, contractors, suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by IM as a result of the IBO's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

5.3 Insurance

IM encourages IBOs to arrange insurance coverage for their business. A homeowner's insurance policy normally does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. IBOs need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

An IBO who observes a policy violation by another IBO associated with IM should submit an e-mail to the IM Compliance Team at compliance@im.academy. Any and all violations should be reported directly to the IM Compliance Team including the following:

- (i) The nature of the violation;
- (ii) Specific facts to support the allegations;
- (iii) Dates;
- (iv) Number of occurrences;
- (v) Persons involved; and

- (vi) Supporting documentation.

6.2 Adherence to the IM Compensation Plan

- (a) An IBO must adhere to the terms of the IM Compensation Plan, including as set forth in the Agreement, as well as in official IM literature. Deviation from the Compensation Plan is prohibited.
- (b) An IBO shall not offer the IM opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official IM literature.
- (c) An IBO shall not require or encourage a current or prospective IBO to participate in IM in any manner that varies from the Agreement and as set forth in official IM literature.
- (d) An IBO shall not require or encourage a current or prospective IBO to make a purchase from or payment to any individual or other entity as a condition to participating in the IM Compensation Plan.

6.3 Adherence to Laws and Ordinances

- (a) Many countries, cities, counties, and townships have laws regulating certain home-based businesses. IBOs must check their local laws and obey the laws that do apply to them.
- (b) An IBO or Customer shall comply with all federal, state, provincial, and local laws, regulations and licensing requirements relating to the conduct of the IBO or Customer's IM business.
- (c) IBOs and Customers accepts sole responsibility for and agrees to pay all fines and incur all liabilities for their actions that violate any laws, regulations, or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- (a) An IBO accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as an IBO, and further agrees to indemnify IM from any failure to pay such tax amounts.
- (b) If an IBO's business is requested to do so he/she or it shall provide IM with his, her or its federal Tax Identification Number or federal Social Security Number or other tax identifier in writing or by uploading the same to the IBO profile in his, her or its IM back office.
- (c) IM encourages all IBOs to consult with a tax advisor for additional information for their business.

6.5 One IM Business Per IBO

An IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, or beneficiary, in only one (1) IM business unless expressly authorized by IM to operate or have an ownership interest in more than one (1) IM business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate IM businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position

must build their position separate and independent of the other or the position will be deemed to be Stacking.

6.6 Actions of Household Members or Affiliated Parties

If any member of an IBO's immediate household engages in any activity which, if performed by the IBO, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO, and IM may take disciplinary action pursuant to the Agreement against the IBO. Similarly, if any individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and IM may take disciplinary action against the Business Entity. Likewise, if an IBO enrolls in IM as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

6.7 Identification Numbers and Pay-Out

- (a) IM pays commissions only to an e wallet account held in the name of the IBO. Each IBO will receive an invitation to activate their e wallet account on enrollment as an IBO and commissions shall not be paid or due until the IBO activates the e wallet account. The e wallet account is provided by a third-party provider and the IBO's use of the e wallet is subject to the terms and conditions of the third-party provider which shall be supplied to the IBO prior to e wallet account activation. Once IM has transferred any commissions due to the IBO to the IBO's e wallet account IM shall have no further liability to the IBO in respect of such funds.
- (b) Each IBO is required to provide his, her, or its federal Social Security Number or Federal Tax Identification Number, if located in the United States or any of its territories, to IM at the time IBO initiates a transfer of monies or earnings to the IBO's e wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and IM reserves the right to withhold Pay-Out from any IBO who fails to provide such information or who provides false information.
- (c) Upon enrollment, IM will provide an IM Identification Number to the IBO. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- (a) In order to preserve the integrity of the hierarchical structure, it is necessary for IM to place restrictions on the transfer, assignment, or sale of a position.
- (b) An IBO may not sell or assign his, her, or its rights or delegate his, her, or its position as an IBO without prior written approval by IM. Any attempted sale, assignment, or delegation without such written approval may be voided at the unfettered discretion of IM.
- (c) Should the sale be approved by IM, a buyer assumes the position of the seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the seller's downline.
- (d) To request authorization for a sale or transfer of an IM position, the following items must be submitted to the IM Compliance Team:
 - (i) A Sale or Transfer Form properly completed, with the requisite signatures;

- (ii) A certified or notarized copy of the executed sale agreement;
 - (iii) An IBO Agreement completed and signed by the signed by the Buyer and proof of good standing;
 - (iv) Payment by seller of the \$250 administration fee;
 - (v) Any additional supporting documentation requested by IM.
- (e) An IBO who sells his, her, or its position or his or her or its interest in a Business Entity that holds an IM position his not eligible to re-enroll as an IBO in any IM sales organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in the Agreement.

6.9 Separating an IM Business

- (a) Pending a divorce or dissolution of a partnership or other Business Entity, the parties to the divorce or owning that Business Entity must adopt one of the following methods of operation:
- (i) One of the parties may, with the written consent of the other(s), operate the IM business whereby the relinquishing spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, or members authorize IM to deal directly and solely with the other spouse, non-relinquishing shareholder, partner or member;
 - (ii) The parties may continue to operate the IM business jointly on a “business as usual” basis, whereupon all compensation paid by IM will be paid in the name designated as the IBO or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, IM will pay compensation to the name on record and in such event, the IBO named on the account shall indemnify IM from any claims from the other business owner(s) or the other spouse with respect to such payment.
- (b) IM recognizes only one sales organization for an IBO, and IM will issue only one commission payment per IM business per commission cycle. Under no circumstances will the hierarchy of an organization be divided, nor will IM split commissions and/or bonuses.
- (c) If a relinquishing spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original IM business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his, her, or its choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any IBO or active Customer in his, her, or its former organization, and must develop a new business in the same manner as any other new IBO. An IBO in the Relinquishing Party’s former downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements of the Agreement.

6.10 Succession

- (a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- (b) Upon the death or incapacity of an IBO, the IBO's business may be passed on to his or her legal successors in interest (the "Successor"). Whenever an IM business is transferred by will or other testamentary process, the Successor acquires the right to collect all bonuses and commissions of the deceased IBO's sales organization. The successor must:
 - (i) Provide evidence of entitlement to assume the position;
 - (ii) Complete and sign a new Agreement;
 - (iii) Comply with the terms and conditions of the Agreement; and
 - (iv) Meet all of the qualifications for the last rank achieved by the former IBO.
- (c) Bonus and commission of an IM business transferred based on this section will be paid in a single transfer to the Successor. The Successor must establish an e wallet account to which all bonus and commission payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- (d) If the business is bequeathed to joint devisees ("Successors"), they must form a Business Entity and acquire a federal business number. IM will issue all bonus and commission payments to the managing Business Entity only.
- (e) Appropriate legal documentation must be submitted to IM Compliance Team to ensure the transfer is done properly. To affect a testamentary transfer of an IM business, the Successor must provide the following to IM Compliance Team;
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the Successor's right to the IM business.
- (f) To complete a transfer of the IM business because of incapacity, the Successor must provide the following to the IM Compliance Team;
 - (i)
 - (ii) A notarized copy of the documentation establishing the Successor's right to administer the IM business; and
 - (iii) A completed IBO Agreement executed by the Successor.
- (g) If the Successor is already an existing IBO, IM will allow such IBO to keep the IBO's own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the IBO must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- (h) If the Successor wishes to terminate the IM position, the Successor must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- (i) Upon written request, IM may grant a one (1) month bereavement waiver and pay out to the

Successor at the last “paid as” rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

It is the spirit of IM that integrity and fairness should pervade among its IBOs, thereby providing everyone with an equal opportunity to build a successful business. Therefore, IM reserves the right to impose disciplinary sanctions at any time, when it has determined that an IBO has violated the Agreement, including these Policies and Procedures as they may be amended from time to time by IM.

7.2 Consequences and Remedies of Breach

Disciplinary actions for breach of the Agreement may include any one or more of the following:

- (i) Counselling the IBO on compliance;
- (ii) Monitoring an IBO’s conduct to assure compliance;
- (iii) Issuance of a warning or requiring the IBO to take immediate corrective action;
- (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments as they are earned) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until IM receives adequate additional assurances from the IBO to ensure future compliance;
- (v) Suspension from participation in IM or IBO events, rewards, or recognition;
- (vi) Suspension of the IBO’s position for one or more pay periods;
- (vii) Involuntary termination of the IBO’s Agreement and position;
- (viii) Any other measure which IM deems feasible and appropriate to justly resolve injuries caused by the IBO’s Policy violation or contractual breach; or
- (ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- (a) IM may, but is not required to, follow the following suspension procedures (the “Discipline Policy”):
- (b) First Violation: Counseling and initial warning.
 - (i) A first violation may occur because the IBO is not familiar with the Agreement or obligations of an IBO. Counseling and the initial warning provide an opportunity for the IM Compliance Team to bring to the attention of the IBO the Agreement and the specific violation, and to provide counseling on compliance with the Agreement. The IM Compliance Team may also describe expectations and steps the IBO must take to resolve the violation. Within three (3) days of this notice, IM’s Compliance Team will determine if the non-compliant material or other policy violation has been remediated. If so, the IM Compliance Team may close the file. If not, the IM Compliance Team may proceed to the Second Violation procedure.

- (c) Second Violation: Second warning and temporary suspension
 - (i) Although it is hoped that the IBO will promptly correct the violation(s), IM recognizes that this may not always occur. The second warning may indicate the seriousness of repeated violations and may prompt a temporary suspension of the IBO's account. During the suspension period, the IBO waives any and all rights to Pay-Out. Once the violation has been remedied the suspension may be lifted. The IBO may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

- (d) Third Violation: Termination

As described above, IM will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final warning and suspension and commissions forfeiture before proceeding to termination; however, IM reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, an IBO may be suspended or terminated without prior notice or disciplinary action.

- (e) Serious Violations

As described above, IM will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final warning and suspension and commissions forfeiture before proceeding to termination; however, IM reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, an IBO may be suspended or terminated without prior notice or disciplinary action.

IM treats the posting of non-compliant content on social media as a serious breach of the Agreement and will accelerate the disciplinary process for such breaches.

8.0 DISPUTE RESOLUTION

8.1 Grievances Between IBOs

- (a) If an IBO has a grievance or complaint against another IBO regarding any practice or conduct relating to their respective IM businesses, that IBO is encouraged to resolve the issue directly with the other party. If resolution cannot be reached, it should be reported directly to the IM Compliance Team as outlined below in this Section.
- (b) The IM Compliance Team will be the final authority on settling any grievance or complaint between IBOs in matters relating to the IM business and its decision shall be final and binding on all IBOs.
- (c) IM will confine its involvement to disputes regarding IM business matters only. IM will not decide issues that involve personality conflicts or unprofessional conduct by or between IBOs outside the context of an IM business. These issues go beyond the scope of IM and may not be used to justify a Sponsor or Placement change or a transfer to another IM organization.
- (d) IM does not consider, enforce, or mediate third-party agreements between IBOs, nor does IM provide names, funding, or advice for obtaining outside legal counsel.

- (e) Process for Grievances:
 - (i) The IBO should submit a letter of complaint (e-mail will be accepted) directly to the IM Compliance Team. The letter shall set forth the details of the incident as follows:
 - (A) The nature of the violation;
 - (B) Specific facts to support the allegations;
 - (C) Dates;
 - (D) Number of occurrences;
 - (E) Persons involved; and
 - (F) Supporting documentation.
 - (ii) Upon receipt of the written complaint, IM may conduct an investigation according to the following procedures:
 - (A) The IM Compliance Team may send an acknowledgment of receipt to the complaining IBO;
 - (B) The IM Compliance Team may provide a verbal or written notice of the allegation to the IBO under investigation. If a written notice is sent to the IBO, the IBO will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by IM.
 - (C) The IM Compliance Team will investigate the complaint and consider submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - (D) During the course of the investigation, the IM Compliance Team may only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBO calls, letters, and requests for progress reports during the course of the investigation will not be answered or returned.
 - (E) IM will make a final decision and timely notify the IBOs involved.

8.2 Dispute Resolution

PLEASE READ THIS SECTION OF THE IBO AGREEMENT CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION AND INCLUDES CERTAIN WAIVERS, INCLUDING CLASS ACTION, CLASS ARBITRATION AND JURY TRIAL WAIVERS.

- (a) IBOs, Customers, and IM (for the purposes of this section, collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise.

- (b) All disputes and claims relating to IM, the IBO Agreement, or IM services and strategies, the rights and obligations of an IBO and IM, or any other claim or causes of action relating to the performance of either an IBO and IM under the Agreement (“Dispute”) shall be settled totally and finally by arbitration in Las Vegas, Nevada, or such other location as IM 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, subject to all limitations contained therein. 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 judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Nothing in the Agreement shall prevent IM from applying to and obtaining from any court have jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect IM’s interest prior to, during, or following the filing of any arbitration or other proceeding pending the rendition of a decision or award in connection with any arbitration or other proceedings. For the avoidance of doubt, the claims of different IBOs shall be heard in separate, bilateral arbitration proceedings. Arbitration proceedings and any award shall be kept confidential. No amendment to this arbitration provision shall apply to a Dispute of which IM had actual notice on the date of the amendment. Any termination of this arbitration provision shall not be effective until ten (10) days after reasonable notice of termination is given to IBOs or as to Disputes which arose prior to the date of termination.
- (c) **CLASS ACTION WAIVER. IN THE EVENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, EACH OF THE IBO AND IM AGREE THAT SUCH DISPUTE WILL ONLY BE RESOLVED ON AN INDIVIDUAL BASIS. EACH OF THE IBO AND IM SPECIFICALLY AGREE THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING.**
- (d) **JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, IF NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE IBO AND IM HEREBY WAIVE ANY RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
- (e) Delegation to Arbitrator. Except as provided in this Section 9, I acknowledge and agree that the arbitrator(s), and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or validity of these Dispute Resolution Provisions, including without limitation any claim that these Dispute Resolution Provisions are void or voidable.
- (f) Severability. If any provision contained in these Dispute Resolution Provisions is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the parties’ agreement to arbitrate valid and enforceable. If a provision conflicts with a mandatory provision of Applicable Law, the conflicting provision shall be severed automatically, and the remainder construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected.
- (g) Termination. The Dispute Resolution Provisions shall remain in effect even after termination of the Agreement or the termination of the IBO’s business association with IM.

8.3 Severability

If any provision of the Agreement is found to be invalid or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions shall remain in full force and shall be

construed as if such invalid or unenforceable provision never had comprised a part of the Agreement.

8.4 Waiver

- (a) Only an officer of IM can, in writing, affect a waiver of the Agreement.
- (b) IM's waiver of any particular breach by an IBO shall not affect IM's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other IBO.
- (c) The existence of any claim or cause of action of an IBO against IM shall not constitute a defense to IM's enforcement of any term or provision of the Agreement.

8.5 Governing Law

Subject to and without waiving the terms set above, jurisdiction and venue of any controversy or claim arising from the Agreement or between IM and IBO, shall be in Las Vegas, Nevada. The laws of the State of Nevada shall govern all matters relating to or arising from the Agreement or between IM and IBOs.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- (a) An IBO must be active and in compliance with the Agreement to qualify for commissions. So long as an IBO complies with the terms and conditions set forth in the Agreement, IM shall pay commissions to such IBOs in accordance with this Agreement, the Compensation Plan and any amendments thereto.
- (b) IM will not issue a payment, in any form, to an IBO without first receiving all administrative fees and a completed electronic IM application, which includes an executed copy of this Agreement.
- (c) IM reserves the right to postpone commission payments until the cumulative amount of bonuses and commissions owed to an IBO exceeds \$50.00.

9.2 Computation of Commissions and Discrepancies

- (a) Commissions, bonuses, overrides, and achievement levels are calculated each month.
- (b) An IBO must review his, her, or its earnings certificate in their back office promptly and report any discrepancies within thirty (30) days of receiving a commission payment. No additional requests will be considered after thirty (30) days.
- (c) For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Services or IBO Memberships.

- (a) An IBO receives commissions based on the actual sales of services and strategies to Customers through service and strategy purchases. When services or strategies are canceled by a Customer and a refund is paid by IM to the Customer, the commissions attributable to the refunded service will be deducted from the IBO who received commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until

the r commission is recovered.

- (b) In the event that an IBO terminates his, her, or its position, and the amounts of the bonuses or commissions attributable to the refunded services or strategies have not yet been fully recovered by IM, the remainder of the outstanding balance may be offset against any other amounts that may be owed by IM to the terminated IBO.

If an IBO has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders or charges, the IBO must notify IM in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed waived by the IBO.

10.0 ORDERING SERVICES

10.1 General Service Ordering Policies

- (a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entities without the knowledge of and/or completion of an online enrollment by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or Business Entity as an IBO or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as IBOs or Customers (“phantoms”); (d) purchasing IM services or strategies on behalf of another IBO or Customer, or under another IBO’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide service or strategy purchases by end consumers.
- (b) IM requires that IBOs use their own payment method and not allow others to use them. An IBO shall not use another IBO’s or Customer’s credit card or debit account to enroll in IM or purchase services without the account holder’s written permission.
- (c) Where an IBO’s payment method is invalid or payment cannot be processed, IM will attempt to contact the IBO by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful, any service order related to the invalid payment method may be canceled.
- (d) Prices are subject to change without notice.
- (e) Any errors or incorrect charges to an IBO payment method must be reported to IM within three (3) calendar days from date of the transaction.

10.2 Sales to Customers

- (a) Sales to Customers must be done directly through an IBO’s replicated website.
- (b) IBOs must comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return services) afforded consumers.

10.3 Insufficient Funds

- (a) All electronic payments that are declined for insufficient funds will be automatically re-submitted for payment.
- (b) Any outstanding balance owed to IM by an IBO of an IBO from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by IM from that IBO's future bonus and commission funds.
- (c) All transactions involving insufficient funds, which are not resolved in a timely manner by the IBO, constitute grounds for disciplinary sanctions or termination of the account.
- (d) If a credit card order or automatic debit is declined the first time, IBO will be contacted directly and a request for an alternate form of payment will be made. If these attempts are unsuccessful, any service order related to the invalid payment method may be canceled.

10.4 Credit Card Purchases

- (a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any IBO who uses another individual's credit card to pay for purchases risks having his, her, or its IM account suspended pending an investigation and resolution of any complaints regarding unauthorized charges. IM considers such transactions fraudulent and will report them to the proper authorities.
- (b) Under no circumstance may any IBO unreasonably charge back any credit card purchases. If an IBO charges back any payments due to IM such IBO will immediately lose all credit card ordering privileges until the disputed charges are resolved. If the disputed charges are found to be valid and/or the chargeback is found to be unreasonable and/or unjustified IM may terminate the IBO's position. If an erroneous charge is applied to an IBO's credit card, the IBO should immediately contact the IM Support Team via e-mail at support@im.academy to initiate an investigation and resolution.

10.5 Sales Tax Obligation

- (a) The IBO shall comply with all federal and local taxes and regulations governing the sale of IM services or strategies.
- (b) IM encourages each IBO to consult with a tax advisor for additional information for his, her, or its business.
- (c) IM may be required to charge and remit sales tax to the various states and U.S. territories based on the retail price of services.

10.6 Refund Policy

IM Customers:

- (i) If within the first seven (7) days, a Customer is not satisfied with the service he, she or it must contact support@im.academy for a full refund of the amounts, paid to IM with the exception of Bitcoin purchases.

- (ii) All purchases are charged and refunded in U.S. Dollars. All refunds and exchanges will be made to the payment method used for the original purchase and will be refunded or exchanged in U.S. Dollars. IM. is not responsible for any losses due to fluctuating exchange rates.

11.0 IM OPPORTUNITY

11.1 Presentation of Compensation Plan – Income Claims

In presenting the IM opportunity to potential IBOs, an IBO is required to comply with the following provisions:

- (i) An IBO shall not misquote or omit any significant material fact about the Compensation Plan.
- (ii) An IBO shall make it clear that the Compensation Plan is based upon sales of IM services and not upon the sponsoring of other IBOs.
- (iii) An IBO shall make it clear that success can be achieved only through substantial and diligent independent efforts.
- (iv) An IBO shall not make income projections, claims, or guarantees while presenting or discussing the IM opportunity or Compensation Plan to prospective IBOs. An IBO should inform all prospective IBOs that success requires substantial work. Income claims include, but are not limited to, copies of payment checks, bank statements, rank earnings, tax documents, trading profits, lifestyle claims, or photos (i.e., cash, exotic cars, yachts, etc.). Income claims are prohibited at events and/or posting on social media, websites, or videos. If found to have posted income or lifestyle claims on social media, an IBO will receive a notice to remove the post immediately. Failure to remove a post on request may result in suspension. Repeated offenses will result in suspension or possible termination.
- (v) An IBO may not make any income or profit claims or show trading results based on or regarding services or strategies offered by IM.
- (vi) An IBO may not recommend or be affiliated with brokers or investment advisors or make any claim that IM is offering any products or services other than an educational platform and services
- (vii) An IBO may not make any claim or infer that the IM opportunity or Compensation Plan can replace or exceed income impacted by Coronavirus Disease 2019 (COVID-19).

11.2 Events

- (a) IBOs are limited to charging a reasonable seat charge per person for events to cover the cost of venue hire and associated out of pocket event costs.

- (b) All marketing materials created by an IBO to support an IBO event and all on stage content must comply with the Agreement including these Policies and Procedures and all applicable laws and regulations.

11.3 Trading Policies

- (a) IBOs are strictly prohibited from selling Signals, Trading Bots, Auto-traders or taking investments to trade. Any violation of these will result in immediate termination.
- (b) Trading challenges or projected growth charts are prohibited.

11.4 Sales Requirements Are Governed by the Compensation Plan

There are no exclusive territories granted to anyone. No franchise fees are applicable to an IM business.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

By agreeing to the Agreement, IBOs and Customers acknowledge that business reports, the identity and contact information of Customers, IBOs, and potential Customers or IBOs (including as available on group chats), information about IM's or an IBO's genealogy, and any other financial, technical or other information that is not generally known and/or is of a sensitive nature and that is circulated by IM or pertains to the business of IM, both written or otherwise, whether that information is received directly from IM or from other IBOs are confidential and proprietary information and trade secrets belonging to IM. Such information shall be referred to collectively as "IM Confidential Information and Trade Secrets."

12.2 Obligation of Confidentiality

IBOs shall not use IM's Confidential Information and Trade Secrets for any purpose other than to promote an IBO's IM business. An IBO may never disclose IM's non-public Confidential Information and Trade Secrets to anyone outside IM without the written consent of IM management. This Agreement, among other things, prohibits the replication of IM's or an IBO's genealogy in another network marketing company. This provision survives the termination of this Agreement. To reduce the risk of intentional or inadvertent misuse of IM's Confidential Information and Trade Secrets, during the term of the Agreement and for a period of one (1) year after the termination or expiration of this Agreement IBOs shall not:

1. Use any information obtained from IM or its affiliates (whether or not the IBO believes that it is IM Confidential Information and Trade Secrets) to compete with IM or for any purpose other than promoting an IBOs IM business; or
2. Disclose to any person or entity any Confidential Information and Trade Secrets obtained from IM or its affiliates during the life of this Agreement (whether or not the IBO believes that it is IM Confidential Information and Trade Secrets).

12.3 Breach and Remedies

IBOs acknowledge that IM's non-public Confidential Information and Trade Secrets are of such character as to render them unique, and that disclosure or use thereof in violation of §12.1 *et seq.* will result in immediate and irreparable harm to IM and to IBO's IM businesses. In addition to recovering any damages, IM and its IBOs will be entitled to expedited injunctive relief against any IBO who violates this provision in any action to enforce its rights under this section. IM may seek such injunctive relief on an expedited basis under the federal Defend Trade Secrets Act and/or the laws of the State of Nevada. The prevailing party shall be entitled to an

award of lawyer's fees, court costs and expenses.

12.4 Return of Materials

An IBO shall immediately return to IM the original and all copies of all IM Confidential Information and Trade Secrets in such person's possession upon (1) termination of this Agreement, or (2) demand by IM.

13.0 PRIVACY POLICY

13.1 Introduction

All IBOs shall understand and adhere to the basic principles of confidentiality and data privacy and their use of the IM website is subject to the terms of the IM Privacy Policy ("Privacy Policy") published at the im.academy website as amended from time to time. Without limiting the terms of this section, all IBOs must comply with applicable privacy laws governing the collection, use and disclosure of Customer and fellow IBO information.

13.2 Expectation of Privacy

- (a) IM recognizes and respects the importance its Customers and IBOs place on the privacy of their financial and personal information. IM will safeguard the privacy of, and maintain the confidentiality of its Customers' and IBOs' financial and account information and non-public personal information in accordance with the terms of its Privacy Policy.
- (b) By entering into the Agreement, an IBO authorizes IM to disclose his, her, or its name and contact information to Upline IBOs solely for activities related to the furtherance of the IM business. An IBO hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his, her, or its downline organization and conducting the IM business.

13.3 Restrictions on the Disclosure of Account Information

IM will not share non-public personal information or financial information about current or former Customers or IBOs with third parties, except in accordance with the Agreement, the Privacy Policy, as permitted or required by laws and regulations, court orders, or to serve the Customers', or IBOs' interests or to enforce its rights or obligations under the Agreement or with written permission from the account holder on file.

14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

14.1 Displaying Services

- (a) An IBO may not re-brand electronically or otherwise any IM services, strategies, information, materials or program(s) in any way. IM services and strategies must only be sold through the IM ecosystem of replicated websites, hosted on IM servers.
- (b) An IBO shall not cause any IM service, strategy, or any IM trade name to be promoted, sold or displayed in retail establishments except where the retail establishment is owned or managed

by the IBO and the establishment does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer establishments under common ownership of management.

- (c) An IBO may sell IM services or strategies and display the IM trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of IM subject to the following.
 - (i) An IBO is prohibited to sell IM services or strategies or display the IM trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, including, without limitation, a mall or retail facility.
 - (ii) IM reserves the right within its unfettered discretion to refuse to provide authorization for an IBO to participate in any function that IM does not deem a suitable forum for the promotion of IM's services and strategies, or the IM business opportunity.

14.2 Use of Company Names and Protected Materials

- (a) An IBO must safeguard and promote the good reputation of IM and the services they market. The marketing and promotion of IM, its services, the IM business opportunity, and the Compensation Plan must be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- (b) All promotional materials supplied or created by IM must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the IM Compliance Team.
- (c) The name of IM, each of its service names and other names that have been adopted by IM, in connection with its business are proprietary trade names, trademarks, and service marks of IM. As such, these marks are of great value to IM and are supplied to IBOs for their use only in an expressly authorized manner.
- (d) An IBO's use of the name "IM Academy" is restricted to protect IM proprietary rights and to ensure that the IM protected names will not be lost or compromised by unauthorized use. Use of the IM name in relation to any product, service, or strategy not produced or offered by IM is prohibited except as follows:
 - (i) [IBO's name] Independent IM Academy IBO or IM Academy Independent Business Owner.
 - (ii) [IBO's name] Independent IBO of IM Academy Services.
- (e) Additional restrictions on the use of the IM name include:
 - (i) All stationary (*i.e.*, letterhead, envelopes, and business cards) bearing the IM name or logo intended for use by the IBO must be submitted via e-mail to the IM Compliance Team for approval. Submit to: compliance@im.academy.
 - (ii) IBOs may list "Independent IM Academy IBO" in the white pages of the telephone directory and equivalent online directories under his, her, or its own name.
 - (iii) IBOs may not use the name IM Academy in answering his, her, or its telephone,

creating an outgoing voice message, or in relation to the use of an answering service in such a way as to give the impression to a caller that he or she has reached IM's corporate office. IBOs may answer calls by describing themselves as an "Independent IM Academy IBO."

- (f) Certain photos and graphic images used by IM in its advertising, packaging, and websites are the result of paid contracts with third parties that do not extend to or cover IBOs. If an IBO wants to use such materials, they must negotiate individual contracts with the third parties for a fee.
- (g) An IBO shall not appear on, or make use of, television or radio or any other media to promote or discuss IM or its programs, services, products, or the IM business opportunity without prior written permission from the IM Compliance Team.
- (h) An IBO may not produce for sale or distribution any IM event or speech, nor may an IBO reproduce IM audio or video clips for personal use or sale without prior written permission from the IM Compliance Team
- (i) An IBO shall not promote non-IM services, strategies, or products in conjunction with IM services or strategies on the same social media site or same advertisement without prior approval from IM Compliance Team.
- (j) IBOs may not make claims, including personal testimonials, relating to any services or strategies offered by IM, except as contained in official IM literature. For avoidance of doubt, IBOs are prohibited from making any claims that IM services or strategies, or the IM business opportunity, guarantee financial or investment growth, profits, or any other statement that could be understood to guarantee a return on investment.

14.3 Faxes and E-mail - Limitations

- (a) Except as provided in this section, an IBO may not use or transmit unsolicited e-mail, mass e-mail distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his, her, or its IM business. The exceptions are:
 - (i) E-mailing any person who has given prior permission or invitation; and/or
 - (ii) E-mailing any person with whom the IBO has established a current business or personal relationship.
- (b) In all states or U.S. or international territories where prohibited by law, an IBO may not transmit, or cause to be transmitted through a third-party (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- (c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;

- (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - (vi) The true and correct name of the sender, valid senders' fax, or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission;
 - (viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an IBO shall not transmit any further documents to that recipient.
- (d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- (i) Use of any third-party domain name without permission; or
 - (ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

- (a) An IBO is prohibited from creating or registering any third-party website in order to promote, sell or advertise their IM business. An IBO is prohibited to use or attempt to register any of IM's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the IM name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, web pages, or blogs.
- (b) An IBO may not sell IM services or strategies, or offer the business opportunity using "online auctions," such as eBay®, Amazon, Etsy or other external retail websites, or auction sites.
- (c) Social media sites may be used to market, sell, or offer to sell IM services or strategies. PROFILES AN IBO GENERATES IN ANY SOCIAL COMMUNITY WHERE IM IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBO AS AN INDEPENDENT IM ACADEMY IBO, and when an IBO participates in any such communities, IBOs must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. IM reserves the right to determine what is considered acceptable within its sole and unfettered discretion, and IBOs who violate this provision may be subject to disciplinary action.
- (d) Banner ads and images used on websites must be current and must come from the IM approved library, official IM website or social media outlet. If a link is provided, it must link to the posting IBO's replicated website.
- (e) Anonymous postings or use of an alias on any social media site is prohibited, and offending IBOs

may be subject to disciplinary action.

- (f) IBOs may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments IBOs create, or leave, must be useful, unique, relevant and specific to the blog's article.
- (g) IBOs must disclose their full name on all social media postings, and conspicuously identify themselves as an Independent IM Academy IBOs for IM.
- (h) Postings that are false, misleading, or deceptive are prohibited, including in relation to the IM income opportunity, IM's services, strategies, and/or an IBO's biographical information and credentials.
- (i) IBOs are personally responsible for their postings and all other online activity, even if an IBO does not own or operate a blog or social media site.
- (j) IBOs are responsible for any postings on any platform that the IBO owns, operates, or controls, regardless of who made the post.
- (k) As an IBO, it is important to not contact or participate in communications with any persons or entities that publish potentially negative post against an IBO or IM. Negative posts should be reported to IM at support@im.academy. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as IM, and therefore damages the reputation and goodwill of IM.
- (l) The distinction between a social media site and a third-party website may not be clear, because some social media sites are particularly robust, IM therefore reserves the sole and exclusive right to classify certain social media sites as third-party websites which are herein prohibited.
- (m) If an IBO's IM business is terminated for any reason, that IBO must discontinue using the IM name, and all of IM's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social media sites. To the extent an IBO has posted on any social media or other Internet site identifying the IBO as affiliated with IM, the IBO must immediately and conspicuously disclose on all such websites or social media sites that the IBO is no longer an IBO.
- (n) Failure to comply with the Agreement for conducting business online may result in the IBO losing their right to advertise and market IM services, strategies, and the IM business opportunity online in addition to any other disciplinary action available under the Agreement.

14.5 Advertising and Promotional Materials

Advertising and all forms of communications must adhere to principles of honesty and propriety.

14.6 Testimonial Permission

IM may use without compensation an IBO's testimonial or image and likeness in any and all corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the IM business opportunity, an IBO waives any right to be compensated for the use of his, her, or its testimonial or image and likeness even though IM may be

paid for items or sales materials containing such image and likeness, and represents that any testimonial represents IBO's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on the IBO's actual experience with IM and any stated use of IM services and/or strategies, and IBOs agree to notify IM immediately of any changes in the views expressed in the testimonial. In some cases, an IBO's testimonial may appear in another IBO's advertising materials.

14.7 Telemarketing - Limitations

- (a) An IBO must not engage in telemarketing in relation to any work performed for or in relation to IM in breach of applicable laws, regulations and codes. The term "telemarketing" means the placing of one or more telephone calls or facsimile transmissions to any individuals or entities with the purpose of inducing those individuals or entities to purchase IM services or strategies or to recruit them for the IM opportunity.
- (b) The United States federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on a "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- (c) While an IBO may not consider himself or herself a "telemarketer" in the traditional sense, regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on a "Do Not Call" registry could be a violation of the law. These regulations must not be taken lightly, as they carry significant penalties.
- (d) "Cold calls" or unsolicited calls/faxes made to prospective Customers or IBOs in order to promote IM services, strategies, or the IM opportunity is considered telemarketing and is prohibited.
- (e) AN IBO shall not use automatic telephone dialing systems in the operation of his, her, or its IM businesses.
- (f) Failure to abide by the Agreement or applicable laws, regulations or codes regarding telemarketing may lead to sanctions against the IBO by IM, up to and including termination of the IBO.
- (g) By accepting the Agreement, or by accepting commissions, other payments or awards from IM, an IBO gives permission to IM and other IBOs to contact them as permitted under the Federal Do Not Call regulations.
- (h) In the event an IBO violates this section, IM reserves the right to institute legal proceedings to obtain monetary or equitable relief.
- (i) Exceptions to Telemarketing Regulations. An IBO may place telephone calls or faxes to prospective Customers or IBOs under the following limited situations:
 - (i) If the IBO has an established current business relationship with the prospect;
 - (ii) In response to the prospect's personal inquiry or application regarding a service or strategy offered by the IBO, but only for a period of three (3) months following that

inquiry or application;

- (iii) If the IBO receives written and signed permission from the prospect authorizing the IBO to call or fax;
- (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if an IBO makes a habit of collecting business cards from everyone, he, she, or it meets and subsequently calls or faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption;
- (v) IBOs engaged in calling “acquaintances,” must make such calls or faxes on an occasional basis only and not as a routine practice.

15.0 INTERNATIONAL MARKETING

Each IBO shall comply with all applicable laws and regulations in the country, state or province where he, she or it is marketing the IM services strategies or business opportunity outside of the United States.

16.0 IM GLOSSARY OF TERMS

ACTIVE IBO: AN IBO who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan.

COMPENSATION PLAN: The guidelines and referenced literature for describing how IBOs can generate commissions and bonuses.

COMPLIANCE TEAM: The IM Compliance Team which can be contacted at compliance@im.academy

CUSTOMER: An end consumer who purchases IM services and does not engage in building a business or promoting the sale of the IM services and strategies.

CUSTOMER SERVICE TEAM: The IM Customer Service Team, which can be contacted at: support@im.academy.

DOWNLINE: IBO or IBOs located beneath another IBO in any IM sales or marketing organization network or Genealogy.

SPONSOR OR SPONSORING IBO: AN IBO who enrolls a Customer, retailer, or another IBO into IM, and is listed as the Sponsor on the IBO Agreement. The act of enrolling others and training them to become IBOs is called “sponsoring.”

Independent Business Owner (“IBO”): An individual or entity who actively promotes, markets and sells IM services and/or strategies for profit and who actively seeks and recruits others to do the same in accordance with the Agreement.

LINE OF SPONSORSHIP (“LOS”): A report generated by IM that provides critical data relating to the identities of IBOs, sales information, and enrollment activity of each IBO’s organization. This report contains confidential and trade secret information which is proprietary to IM.

ORGANIZATION or MARKETING NETWORK or GENEALOGY: The Customers and IBOs located above or below a particular IBO in IM’s marketing and sales structure or genealogy.

IM MATERIAL: Literature, audio or video tapes, and/or any other materials developed, printed, published, or

otherwise distributed by IM, including to IBO and Customers.

PLACEMENT: An IBO's position inside his, her, or its Sponsor's organization.

RECRUIT or RECRUITING: The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third-party, another IBO or Customer to enroll or participate in a multilevel marketing, network marketing, or direct sales opportunity.

SUPPORT TEAM: The IM Support Team, which can be contacted at support@im.academy.

UPLINE: An IBO or IBOs located above another IBO in any IM marketing network or genealogy.

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