

IAMCORP

STATEMENT OF POLICIES AND PROCEDURES

Effective December 21, 2015

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IAMCORP STATEMENT OF POLICIES AND PROCEDURES Effective December 21, 2015

SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

IAMCORP (hereafter “IAMCORP” or “the Company”) is a values-based company that prides itself on the quality and character of its Affiliate Members (hereinafter “Affiliate Member”). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every IAMCORP Affiliate Member is expected to practice the following ethical behavior when acting in the name of the company:

A. I will be respectful of every person I meet while doing IAMCORP related business.

B. At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.

C. I will not engage in activities that would bring disrepute to IAMCORP, any IAMCORP corporate officer or employee, myself, or other Affiliate Members.

D. I will not make discouraging or disparaging claims toward other IAMCORP Affiliate Members. I will ensure that in all IAMCORP business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.

E. I will provide support and encouragement to my Customers to ensure that their experience with IAMCORP is a successful one. I understand that it is important to provide follow-up service and support to my downline.

F. I will correctly represent all the bonus/compensation plans available through IAMCORP and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my IAMCORP income to recruit a potential Affiliate Member(s) after I have given a copy of the Income Disclosure Statement to the potential Affiliate Member(s).

G. I will abide by all of IAMCORP’s Policies & Procedures now and as they may be amended in the future.

1.2 - Policies Incorporated Into Affiliate Member Agreement

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of IAMCORP, are incorporated into, and form an integral part of, the IAMCORP Affiliate Member Agreement (hereafter “Affiliate Member Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the IAMCORP Affiliate Member Agreement, these Policies, and the IAMCORP Compensation Plan. These documents are incorporated by reference into the Affiliate Member Agreement (all in their current form and as amended by IAMCORP). It is the responsibility of each Affiliate Member to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Affiliate Member, it is the responsibility of the sponsoring Affiliate Member to provide the most current version of these Policies and Procedures prior to his or her execution of the Affiliate Member Agreement.

1.3 - Changes to the Affiliate Member Agreement, Policies and Procedures, or Compensation Plan

Because federal, state, and local laws, as well as the business environment, periodically change, IAMCORP reserves the right to amend the Agreement and the prices in its IAMCORP Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official IAMCORP Materials. Amendments shall be effective upon publication in Official IAMCORP Materials, including but not limited to, posting on IAMCORP’s website, e-mail distribution, publication in IAMCORP’s newsletter, product inserts, or any other commercially reasonable method. The continuation of an Affiliate Member’s IAMCORP business or an Affiliate Member’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

The ability to modify the agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be modified by way of mutual consent.

1.4 - Delays

IAMCORP shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, and death, curtailment of a party's source of supply, or government decrees or orders.

1.5 –Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 –Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of IAMCORP to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of IAMCORP's right to demand exact compliance with the Agreement. Waiver by IAMCORP can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN AFFILIATE MEMBER

2.1 - Requirements to Become an Affiliate Member

To become an IAMCORP Affiliate Member, each applicant must:

- A. Be of the age of majority in his or her state of residence;
- B. Reside in the United States or other countries, which have been officially opened by IAMCORP;
- C. Have a valid Social Security Number or Federal Tax Identification Number;
- D. Submit a properly completed and signed Affiliate Member Agreement to IAMCORP via electronically or fax.

2.2–Terms and Renewal of an IAMCORP Business

An Affiliate Member must renew their Affiliate Member status annually by submitting an annual renewal fee of \$20. This payment is due on the anniversary of the Affiliate Member acceptance date. If the Affiliate Member allows his or her business to expire due to nonpayment of the renewal fee, the Affiliate Member will lose any and all rights to his or her downline organization unless the Affiliate Member re-activates within sixty (60) days following the expiration of the agreement.

If the former Affiliate Member re-activates within the sixty (60) day time limit, the Affiliate Member will resume the rank and position held immediately prior to the expiration of the Affiliate Member agreement.

However, such Affiliate Member's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Affiliate Member is not eligible to receive commissions for the time period that the Affiliate Member's business was expired.

Any Affiliate Member whose agreement has expired and lapsed the sixty (60) day grace period is not eligible to reapply for an IAMCORP business for twelve (12) months following the expiration of the Affiliate Member agreement.

Any Affiliate Member terminated by IAMCORP may not reapply to do business for twelve (12) months from their termination date.

The downline of the expired Affiliate Member will roll up to the immediate, active upline sponsor.

SECTION 3 – INCOME DISCLOSURE POLICY

In an effort to conduct best business practices, IAMCORP has developed the Income Disclosure Statement ("IDS"). The IAMCORP IDS is designed to convey truthful, timely, and comprehensive information regarding the income that IAMCORP Affiliate Members earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliate Members.

A copy of the IDS must be presented to a prospective Affiliate Member (someone who is not a party to a current IAMCORP Affiliate Member Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Affiliate Member earned over a million dollars last year" or "Our average ranking Affiliate Member makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher ranking Affiliate Members is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Affiliate Member with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website at «Company_web_address»/IDS.

SECTION 4 – ADVERTISING

4.1 - Adherence to the IAMCORP Compensation Plan

Affiliate Members must adhere to the terms of the IAMCORP Compensation Plan as set forth in Official IAMCORP Materials. Affiliate Members shall not offer the IAMCORP opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official IAMCORP Materials. Affiliate Members shall not require or encourage other current or prospective customers or Affiliate Members to participate in IAMCORP in any manner that varies from the program as set forth in Official IAMCORP Materials. Affiliate Members shall not require or encourage other current or prospective customers or Affiliate Members to execute any agreement or contract other than official IAMCORP agreements and contracts in order to become an IAMCORP Affiliate Member. Similarly, Affiliate Members shall not require or encourage other current or prospective customers or Affiliate Members to make any purchase from,

or payment to, any individual or other entity to participate in the IAMCORP Compensation Plan other than those purchases or payments identified as recommended or required in Official IAMCORP Materials.

4.2 - Use of Sales Aids

To promote both the services and the opportunity IAMCORP offers, Affiliate Members must use the sales aids and support materials produced by IAMCORP. If IAMCORP Affiliate Members develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Affiliate Members' good intentions, they may unintentionally violate any number of statutes or regulations affecting an IAMCORP business. These violations, although they may be relatively few in number, could jeopardize the IAMCORP opportunity for all Affiliate Members. Accordingly, Affiliate Members must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Affiliate Member receives specific written approval to use the material, the request shall be deemed denied. All Affiliate Members shall safeguard and promote the good reputation of IAMCORP and its services. The marketing and promotion of IAMCORP, the IAMCORP opportunity, the Compensation Plan, and IAMCORP services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.3 -Intellectual Property

IAMCORP will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including IAMCORP Affiliate Members, without prior written authorization from IAMCORP. Furthermore, no Affiliate Member may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Affiliate Member without prior written consent from the named Affiliate Member. This consent must be on file with IAMCORP's Compliance department prior to any use.

4.4 –Web Policy

If an Affiliate Member desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

A. General

It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Affiliate Members in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorized representative for IAMCORP, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official IAMCORP Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. IAMCORP will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

B. Domain Names, email Addresses and Online Aliases

You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of IAMCORP by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

IAMCORP@msn.com; IAMCORPDirect.com; www.facebook.com/IAMCORP or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows:

facebook.com/iloveIAMCORP; jimsmith@IAMCORPaffiliatemember.net.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of IAMCORP. If you have a question whether your chosen name is acceptable, you may submit it to compliance@IAMCORP.com for review before use.

C. Banner Advertising

You may place banner advertisements on a website provided you use IAMCORP-approved templates and images. All banner advertisements must link to your Affiliate Member Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with IAMCORP products or the IAMCORP business opportunity.

D. Social Networking Sites

You may use social networking websites (Facebook, MySpace, LinkedIn, blogs, forums and other social shared interest sites) to share information about the IAMCORP product, mission and business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific IAMCORP services.

Profiles you generate in any social community where you mention or discuss IAMCORP must clearly identify you as an IAMCORP Independent Affiliate Member and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at IAMCORP's sole discretion, and offending Affiliate Members will be subject to disciplinary action and/or termination.

You agree that you will immediately take down a non-compliant site at the request of IAMCORP. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.

E. IAMCORP Affiliate Member Image Mandate

When using a Social Media or external website it must contain:

- a.) AN IAMCORP Affiliate Member Logo from the approved templates.
- b.) Your Name and Title (example: Joan Arc, Independent Affiliate Member, IAMCORP).

c.) A link to your Affiliate Member Replicated website.

Although IAMCORP brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Affiliate Member site, and not an IAMCORP Corporate page.

4.5 -Media and Media Inquiries

Affiliate Members must not initiate any interaction with the media or attempt to respond to media inquiries regarding IAMCORP, its services, or their independent IAMCORP business. All inquiries by any type of media must be immediately referred to IAMCORP's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.6 - Unsolicited Email and Fax Communication

IAMCORP does not permit Affiliate Members to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by an Affiliate Member that promotes IAMCORP, the IAMCORP opportunity, or IAMCORP services, must comply with the following:

- A. There must be a functioning return email address to the sender.
- B. There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- C. The email must include the Affiliate Member's physical mailing address.
- D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- E. The use of deceptive subject lines and/or false header information is prohibited.
- F. All opt-out requests, whether received by email or regular mail, must be honored. If an Affiliate Member receives an opt-out request from a recipient of an email, the Affiliate Member must forward the opt-out request to the Company. IAMCORP may periodically send commercial emails on behalf of Affiliate Members. By entering into the Affiliate Member Agreement, Affiliate Member agrees that the Company may send such emails and that the Affiliate Member's physical and email addresses will be included in such emails as outlined above. Affiliate Members shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Affiliate Members may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their IAMCORP businesses.

SECTION 5 – OPERATING AN IAMCORP BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an IAMCORP Affiliate Member by submitting an IAMCORP Affiliate Member Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents

(these documents are collectively referred to as the “Entity Documents”) to IAMCORP. AN IAMCORP business may change its status under the same Sponsor from an individual to a partnership, corporation or trust or from one type of entity to another. To do so, the Affiliate Member(s) must provide the Entity Documents to IAMCORP. The Affiliate Member Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to IAMCORP.

5.1.1 - Changes to a Business Entity

Each Affiliate Member must immediately notify IAMCORP of any changes to the type of business entity they utilize in operating their IAMCORP business, and the addition or removal of business associates. AN IAMCORP business may change its status under the same sponsor from an individual to a partnership, corporation or trust or from one type of entity to another. The Affiliate Member Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to IAMCORP.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliate Members, IAMCORP rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment, and must come from the current listed sponsor.

5.1.3 - Change Of Placement

A request for change of placement must be submitted within seven (7) days of the date of enrollment and must be requested by the current listed sponsor. An Affiliate Member can only be moved inside of the same sponsor’s organization. If approved, an Affiliate Member is placed in the first available open bottom position on the date that the change is made. Affiliate Members who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of IAMCORP.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

An Affiliate Member is fully responsible for all of his or her verbal and/or written statements made regarding IAMCORP services and the Compensation Plan, which are not expressly contained in Official IAMCORP Materials. Affiliate Members agree to indemnify IAMCORP and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by IAMCORP as a result of the Affiliate Member’s unauthorized representations or actions. This provision shall survive the cancellation of the Affiliate Member Agreement.

5.2.2 –Endorsements of IAMCORP Services

No claims as to any services offered by IAMCORP may be made except those contained in Official IAMCORP Materials.

5.3 - Conflicts

5.3.1 – Non- solicitations

IAMCORP Affiliate Members are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “Network Marketing”). However, during the term of this Agreement, Affiliate Members may not directly or indirectly recruit other IAMCORP Affiliate Members or Customers other than those they have personally sponsored for any other Network Marketing business. Following the cancellation of an Affiliate Member Agreement, and for a period of one (1) calendar year thereafter, with the exception of an Affiliate Member who is personally sponsored by the former Affiliate Member, a former Affiliate Member may not recruit any IAMCORP Affiliate Member or Customer for another Network Marketing business.

5.3.2 - Targeting Other Direct Sellers

Should Affiliate Members engage in solicitation and/or enticement of members of another direct sales company to sell or distribute IAMCORP services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Affiliate Member alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, IAMCORP will not pay any of Affiliate Member’s defense costs or legal fees, nor will IAMCORP indemnify the Affiliate Member for any judgment, award, or settlement.

5.3.3- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Affiliate Members, as well as IAMCORP. LOS information is information compiled by IAMCORP that discloses or relates to all or part of the specific arrangement of sponsorship within the IAMCORP business, including, without limitation, Affiliate Member lists, sponsorship trees, and all Affiliate Member information generated therefrom, in its present and future forms. The IAMCORP LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. IAMCORP is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by IAMCORP and its Affiliate Members. Through this Rule, Affiliate Members are granted a personal, non-exclusive, non-transferable and revocable right by IAMCORP to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Affiliate Member stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of IAMCORP, such is necessary to protect the confidentiality or value of Proprietary Information. All Affiliate Members shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

5.4 -Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. “Cross-group sponsoring” is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Affiliate Member Agreement on file with IAMCORP, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of an IAMCORP business in accordance with the “Sale, Transfer or Assignment of IAMCORP

Business” section of these Policies and Procedures.

5.5 -Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliate Members shall not represent or imply that IAMCORP or its Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

5.6 -Identification

All Affiliate Members are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to IAMCORP either on the Affiliate Member Agreement or at the company’s request. Upon enrollment, the Company will provide a unique Affiliate Member Identification Number to the Affiliate Member by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Income Taxes

Every year, IAMCORP will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Affiliate Member is responsible for paying local, state and federal taxes on any income generated as an Affiliate Member. If an IAMCORP business is tax exempt, the Federal Tax Identification Number must be provided to IAMCORP. Any Affiliate Member that does not provide a valid social security number is subject to the federal backup withholding laws and 28% of their commissions and bonus will be withheld and submitted to the IRS.

5.8 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Affiliate Member. You have no authority to bind IAMCORP to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent IAMCORP Business or the acquisition, receipt, holding, selling, distributing or advertising of IAMCORP’s services or opportunity.

Affiliate Members may not answer the telephone by saying “IAMCORP,” “IAMCORP Incorporated,” or by any other manner that would lead the caller to believe that they have reached IAMCORP’s corporate offices. An Affiliate Member may only represent that he/she is an IAMCORP Affiliate Member. Therefore, all correspondence and business cards relating to or in connection with an Affiliate Member’s IAMCORP business shall contain the Affiliate Member’s name followed by the term “Affiliate Member.”

5.9–Bonus Buying

Paying the membership fees solely for the purpose of collecting bonuses or achieving rank is prohibited.

5.10 – Stacking

Stacking is the unauthorized manipulation of the IAMCORP compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Affiliate Member in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for

commissioning. Another example of stacking is the manipulative placement of Affiliate Members within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Affiliate Member's positions of all individuals found to be directly involved.

5.11 - One IAMCORP Business per Affiliate Member

An Affiliate Member may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one IAMCORP business. No individual may have, operate or receive compensation from more than one IAMCORP business. Individuals of the same family unit may each enter into or have an interest in their own separate IAMCORP businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

5.12 - Succession

Upon the death or incapacitation of an Affiliate Member, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever an IAMCORP business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate Member's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an Affiliate Member Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Affiliate Member's rank/status;
- Provide IAMCORP with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of an IAMCORP business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. IAMCORP will issue all bonus and commission checks and one 1099 to the business entity.

5.13 - Sale, Transfer, or Assignment of an IAMCORP Business

Although an IAMCORP business is a privately owned, independently operated business, the sale, transfer or assignment of an IAMCORP business is subject to certain limitations. If an Affiliate Member wishes to sell their IAMCORP business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the IAMCORP business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified IAMCORP Affiliate Member. If the buyer is an active IAMCORP Affiliate Member, they must first terminate their IAMCORP business and wait six calendar months before acquiring any interest in the new IAMCORP business;
- C. Before the sale, transfer, or assignment can be finalized and approved by IAMCORP, any debt obligations the selling Affiliate Member has with IAMCORP must be satisfied; and

- D. The selling Affiliate 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 an IAMCORP business.

Prior to selling an IAMCORP business, the selling Affiliate Member must notify IAMCORP's Compliance department of their intent to sell the IAMCORP business. No changes in line of sponsorship can result from the sale or transfer of an IAMCORP business. An Affiliate Member may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.14 - Separation of an IAMCORP Business

IAMCORP Affiliate Members sometimes operate their IAMCORP businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliate Members and the Company in a timely fashion, IAMCORP will involuntarily terminate the Affiliate Member Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- A. One of the parties may, with consent of the other(s), operate the IAMCORP business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize IAMCORP to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the IAMCORP business jointly on a "business-as-usual" basis, whereupon all compensation paid by IAMCORP will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from an Affiliate Member account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will IAMCORP split commission and bonus checks between divorcing spouses or members of dissolving entities. IAMCORP will recognize only one downline organization and will issue only one commission check per IAMCORP business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Affiliate Member Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original IAMCORP business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Affiliate Member. In either case, however, the former spouse or business affiliate shall have no rights to any Affiliate Members in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Affiliate Member.

5.15- Sponsoring

All Active Affiliate Members in good standing have the right to sponsor and enroll others into IAMCORP. Each prospective customer or Affiliate Member has the ultimate right to choose his or her own Sponsor. If two Affiliate Members claim to be the Sponsor of the same new Affiliate Member or customer, the Company shall regard the first application received by the Company as controlling.

SECTION 6 – RESPONSIBILITIES OF AFFILIATE MEMBERS

6.1 - Change of Address, Telephone, Email-Address

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the IAMCORP's files are current. Affiliate Members planning to move or change their email address must submit an amended Affiliate Member Agreement complete with the new information.

6.2 – Sponsoring Affiliate Member Responsibilities

6.2.1 – Initial Training

Any Affiliate Member who sponsors another Affiliate Member into IAMCORP must perform a bona fide assistance and training function to ensure that their downline is properly operating their IAMCORP business. Affiliate Members must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become Affiliate Members before the applicant signs an Affiliate Member Agreement.

6.2.2 – Ongoing Training Responsibilities

Affiliate Members must monitor the Affiliate Members in their downline organizations to ensure that downline Affiliate Members do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Affiliate Member should be able to provide documented evidence to IAMCORP of their on going fulfilment of the responsibilities of a Sponsor.

6.3 – Non-disparagement

Affiliate Members must not disparage, demean, or make negative remarks about IAMCORP, other IAMCORP Affiliate Members, IAMCORP's services, the Compensation plan, or IAMCORP's owners, board members, directors, officers, or employees.

6.4 - Reporting Policy Violations

Affiliate Members observing a Policy violation by another Affiliate Member should submit an email report of the violation directly to the attention of the IAMCORP Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 7 – AUTOMATIC BILLING

7.1 - Billing

The membership program is automatically renewed each month with a credit or debit card maintained on file with IAMCORP. The Affiliate Member may make adjustments to their monthly subscription in the back office of the IAMCORP website.

SECTION 8 – COMMISSIONS AND REFUND POLICY

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an Affiliate Member must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. An Affiliate Member will qualify to receive commissions and bonuses so long as he/she produces one personal membership sale each month or maintains a personal membership in good standing for himself/herself. An Affiliate Member is not required to maintain a personal membership but may do so if desired for purposes of this section.

8.2 - Errors or Questions

If an Affiliate Member has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate Member must notify IAMCORP in writing within thirty (30) days of the date of the purported error or incident in question. IAMCORP will not be responsible for any errors, omissions, or problems not reported to the Company within thirty (30) days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Affiliate Member Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Affiliate Member or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Affiliate Members or Customers (“phantoms”); (d) purchasing IAMCORP services on behalf of another Affiliate Member or Customer, or under another Affiliate Member’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

8.4 - Reports

All information provided by IAMCORP, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, returned products; credit card and electronic check charge-backs, the information is not guaranteed by IAMCORP or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT.

8.5 – Refund Policy

IAMCORP offers a thirty (30) day satisfaction guarantee on all initial fees paid to the company. All subsequent fees are nonrefundable. When a refund is requested by an Affiliate Member the bonuses and commissions attributable to the refunded service will be deducted from the Affiliate Member who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by an Affiliate Member that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate Member's IAMCORP business), may result, at IAMCORP's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate Member to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from an Affiliate Member all or part of the Affiliate Member's bonuses and commissions during the period that IAMCORP is investigating any conduct allegedly contrary to the Agreement. If an Affiliate Member's business is cancelled for disciplinary reasons, the Affiliate Member will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Member Agreement for one or more pay periods;
- Involuntary termination of the offender's Affiliate Member Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which IAMCORP deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate Member's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of IAMCORP.

9.2 - Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Las Vegas, Nevada, and shall last no more than two (2) business days.

9.3 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Affiliate Members waive all rights to

trial by jury or to any court. All arbitration proceedings shall be held in Las Vegas, Nevada. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent IAMCORP from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect IAMCORP's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Las Vegas, Nevada. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Nevada shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against IAMCORP in their home forum and pursuant to Louisiana law.

SECTION 10 – EFFECT OF CANCELLATION

10.1- Effect of Cancellation and Termination

So long as an Affiliate Member remains active and complies with the terms of the Affiliate Member Agreement and these Policies, IAMCORP shall pay commissions to such Affiliate Member in accordance with the Compensation Plan. An Affiliate Member's bonuses and commissions constitute the entire consideration for the Affiliate Member's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an Affiliate Member's non-continuation of his or her Affiliate Member Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Affiliate Member Agreement (all of these methods are collectively referred to as "Cancellation"), the former Affiliate Member shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. Affiliate Members waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an Affiliate Member's cancellation of his or her Affiliate Member Agreement, the former Affiliate Member shall not hold him or herself out as an IAMCORP Affiliate Member and shall not have the right to sell IAMCORP products or services. An Affiliate Member whose Affiliate Member Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

AN IAMCORP participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to IAMCORP. The written notice must include the Affiliate Member's signature, printed name, address, and Affiliate Member ID Number.

10.2- Non-Renewal

An Affiliate Member may also voluntarily cancel their Affiliate Member Agreement by failing to pay the renewal fee. Affiliate Members have a sixty (60) day grace period to get back into compliance for failure to pay the administrative fee.

SECTION 11 – DEFINITIONS

AGREEMENT: The contract between the Company and each Affiliate Member; includes the Affiliate Member Agreement, the IAMCORP Policies and Procedures, and the IAMCORP Compensation Plan, all in their current form and as amended by IAMCORP in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of an Affiliate Member's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

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

CUSTOMER: A Customer who purchases IAMCORP services and does not engage in building a business or selling the service.

AFFILIATE MEMBER: An individual, who purchases product, generates sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by IAMCORP that provides critical data relating to the identities of Affiliate Members, sales information, and enrollment activity of each Affiliate Member's organization. This report contains confidential and trade secret information which is proprietary to IAMCORP.

ORGANIZATION: The Customers and Affiliate Members placed below a particular Affiliate Member.

OFFICIAL IAMCORP MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by IAMCORP to Affiliate Members.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of IAMCORP's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another IAMCORP Affiliate Member or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An Affiliate Member who enrolls a Customer or another Affiliate Member into the Company, and is listed as the Sponsor on the Affiliate Member Agreement. The act of enrolling others and training them to become Affiliate Members is called "sponsoring."

UPLINE: This term refers to the Affiliate Member or Affiliate Members above a particular Affiliate Member in a sponsorship line up to the Company. It is the line of sponsors that links any particular Affiliate Member to the Company.