

UNITED STATES OF AMERICA

TERMS AND CONDITIONS

APPLICATION AND IMR DISTRIBUTORSHIP AGREEMENT:

Independent Marketing Representative, hereinafter referred to as "IMR", and Geon International Inc., hereinafter referred to as "the Company," hereby agree to the following terms and conditions:

1. **Legal Age.** IMR is of legal age to enter into this Application and Agreement (the "Agreement") in the state in which IMR resides.
2. **Acceptance.** This Agreement shall be effective upon acceptance by the Company at its place of business in Las Vegas, Nevada. IMR may buy products at wholesale from the Company. The Company reserves the right, in its sole discretion, to decline to accept any Agreement. Upon the Company's acceptance of the Agreement, IMR shall have the right to sell products and services of the Company and to participate in its Compensation Plan.
3. **Term.** Subject to the provisions of Section 19, this Agreement shall have a term beginning on the date of acceptance by the Company and ending one year from the date thereof (the "Anniversary Date") unless renewed by the IMR prior to the Anniversary Date. If the Agreement is not renewed, the IMR understands that all rights to the IMR's distributorship, overrides, bonuses and commissions and the ability to purchase products from the Company at wholesale prices shall terminate. The right to renew this Agreement is subject to the terms and provisions of the Policies and Procedures Manual (the "Manual").
4. **Independent Contractor Status.** IMR understands that IMR is an independent contractor and not an employee, agent or franchisee, joint venturer, partner or owner of the Company. IMR shall not be treated as an employee, agent, franchisee, joint venturer, partner or owner of the Company for federal or state tax purposes including with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contributions Act (FICA), or with regard to workmen's compensation, any state unemployment act, or any other federal, state or local statute, ordinance, rule or regulation. IMR is responsible for all liability, health, disability and workmen's compensation insurance. IMR is not authorized to bind the Company nor incur any obligation on behalf of the Company.
5. **Responsibility for Taxes.** IMR solely is responsible for the payment of all applicable federal, state and local income, unemployment, social security and other taxes and premiums and license requirements and fees attributable to the IMR's sales activities and earnings associated therewith.
6. **Sales and Use Taxes.** To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state law, the Company shall collect and remit all applicable sales and use taxes on products based upon the retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.
7. **Compensation.** IMR understands that any compensation IMR receives from the Company is related solely to the sale of products and services, and that there is not compensation for sponsoring. IMR understands that IMR is not guaranteed any income, profits or success and certifies that no such representations have been made to IMR either by the Company or any IMR. IMR shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success.
8. **No Other Purchase.** In order to become an IMR, IMR is not required to make any purchase other than the annual fee for back-office management and site replication, which is sold at cost. This fee is optional in the State of North Dakota.
9. **Representations.** IMR shall make no statements, representations or disclosures in promoting the Company, in sponsoring or training IMR's or in selling Geon's products and services, other than what is

expressly permitted by the Rules and Regulations and in other literature produced by Geon and approved for distribution.

10. Refunds. IMR agrees to abide by the Company's retail customer refund policy, as set forth in the Manual. IMR acknowledges that he or she is eligible to receive a refund for products, services and literature purchased by IMR, less a ten percent (10%) handling fee, if IMR chooses to terminate the Agreement and return the products or services in resalable currently marketable condition upon reasonable commercial terms pursuant to the provisions of the Manual. The Direct Selling Association's Code of Ethics states that "reasonable commercial terms" for the purchase of marketable inventory is twelve (12) months from the date of purchase at not less than 90% of the IMR's original net cost less appropriate setoffs and legal claims, if any. Commissions paid on return products must be repaid to the Company by the IMR.

11. Proprietary Rights/Use of Company Materials. IMR acknowledges that the Company's trademarks, service marks, trade-names and copyrighted materials are owned solely by the Company, and that use of such marks and materials by IMR must be in compliance with the Company's written policies, as such may be amended by the Company from time to time. IMR agrees to use only written, recorded or other promotional or advertising materials which have been approved in writing by the Company. IMR further agrees that the Company has the exclusive proprietary interest in its customer lists, customer information developed by or for the Company (such as credit data, product purchase information and customer profile data), IMR lists, manufacturing procedures, formulas, source codes, product development and in all operating, financial and marketing materials; and that all such information is confidential. IMR shall not use or disclose such information to any third party except in strict accordance with this Agreement and the Manual. Such confidential information is disclosed to IMR on a "need to know" basis solely for use in IMR's business with the Company. IMR agrees to use his or her best efforts to keep such information confidential. IMR shall not use such information to sell products or services other than the Company's products and services or in connection with any other business during the term of and after termination of the Agreement. Upon termination or non-renewal of this Agreement, IMR immediately shall cease all use of the Company's trademarks, service marks and proprietary and confidential information and, if requested by the Company, return all such materials in IMR's possession to the Company.

12. Non-Solicitation. As an inducement for the Company to enter into this Agreement, and in consideration of the mutual covenants contained herein, IMR agrees that during the term of this Agreement and for a period of one (1) year thereafter, IMR shall not, directly or indirectly, on his or her own behalf or on the behalf of any other person or entity, solicit, induce or hire any IMR, employee, member, customer, supplier or vendor of the Company (i) to enter into any business relationship with any individual or company which sells products or services which compete with the products and/or services of the Company, or (ii) to terminate or alter his or her business or employment relationship with the Company.

13. Retail Sales and 70% Rule. In order to receive commissions and overrides, IMR understands that IMR must comply with the Company's 70% Rule and Retail Sales Rule. Under the terms of the 70% Rule, IMR must agree that before placing another order that the IMR has personally consumed, sold, or used in business building at least 70% of all products previously purchased. To comply with the Retail Sales Rule, IMR must agree to keep records of retail sales, supply appropriate sales receipts to customers, and honor the Company's customer satisfaction money-back guarantee.

14. Training. In the event IMR sponsors other IMR's, IMR agrees to perform a bonafide supervisory, distributive and selling function in connection with the sale of the Company's goods and services to the ultimate consumer.

15. Sale of Other Products. IMR agrees that no products or services except for the Company's products or services are sold or shown at any event where the Company's products or services shall be sold or shown. IMR is prohibited from selling or promoting any competing products or services or marketing programs to any of the Company's IMR's, except those IMR's personally sponsored by IMR.

16. Exclusive Territory. IMR understands that no exclusive territory is granted by this Agreement, nor does this Agreement constitute the sale of a security or a franchise.

17. Compliance. IMR shall abide by all applicable federal, state and local laws or regulations, and the terms of this Agreement, the Rules and Regulations, the Compensation Plan and the terms of the Manual.

18. Assignability. IMR understands and agrees that this Agreement may not be transferred or assigned without the prior written approval of the Company, in its sole discretion, and then only in accordance with the Rules and Regulations.

19. Termination. (a) IMR ACKNOWLEDGES THAT HE OR SHE IS FREE TO TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON. (b) the Company may terminate this Agreement at any time upon thirty (30) days written notice for any reason. Where state laws on termination are inconsistent with this provision, then the applicable state law shall apply. Immediately upon termination of the Agreement, IMR shall (a) lose all rights to purchase products from the Company at IMR cost; (b) shall cease from representing himself or herself as a IMR of the Company; all rights to his or her distributorship, his or her participation and position in the Compensation Plan, including all future commissions and earnings resulting there from shall immediately terminate; and (d) take all other actions reasonably required by the Company relating to protection of the Company's confidential information, including the discontinuance of the Company's trademarks and service marks.

20. Amendment. IMR understands that the Company may amend this Agreement, the Rules and Regulations, the Manual, prices for product, company literature and/or the Compensation Plan, without prior notice, at any time, effective upon publication or transmittal of such amendment in official Company publications, literature or voice mail, as applicable. In the event of any conflict between the terms of this Agreement, the Rules and Regulations, the Manual or any other document and such amendment, the amendment shall control.

21. Venue. Arbitration. IMR understands and agrees that except as set forth in the Manual, all claims and disputes relating to this Agreement, the rights and obligations of the parties or any other claims or causes of actions relating to the performance of either party under this Agreement and/or IMR's purchase of products shall be settled totally and finally by arbitration in the City Las Vegas, State of Nevada, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. This Agreement is performable in Las Vegas County, Nevada and governed by the laws of the State of Nevada.

22. Indemnification/Offset. IMR agrees to indemnify and hold harmless the Company, its subsidiaries, affiliates, and their shareholders, officers, agents, employees, and directors, from and against any claim, demand, liability, loss, cost or expense, including, but not limited to, court costs or attorney's fees, asserted against or suffered or incurred by any of them by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, the IMR's (a) activities as a IMR; (b) breach of the terms of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. The Company shall have the right to offset any amounts owed by IMR to the Company (including, without limitation, the repayment of commissions as a result of product returns) against the amount of any commissions or bonuses owed to the IMR.

23. Liquidated Damages. IMR agrees that the liability of the Company, and its officers, directors and shareholders to IMR for any claim whatsoever related to the relationship the Company and IMR, including any cause of action in contract, tort, or strict liability, shall not exceed, and be limited to, the amount of unsold product inventory owned by the IMR, if any, and commissions at the time of the controversy or termination, if any, owed to the IMR. In no event shall the Company be liable to IMR for any incidental, special, exemplary, or consequential damages.

24. Notice. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or to serve upon the other shall be in writing and delivered by electronic

communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service), or by registered or certified mail, postage prepaid, return receipt requested. Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

25. Cumulative Remedies/Waiver. All rights, powers and remedies given to the Company are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of the Company to exercise any power or right under this Agreement or to insist upon strict compliance by IMR with any obligation or provision, and no custom or practice of the parties at variance with this Agreement shall constitute a waiver of the Company's right to demand exact compliance therewith. Waiver by the Company can be effective only in writing by any authorized officer of the Company. The waiver by the Company of any particular default by IMR shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any IMR.

26. Release. To the extent permitted by law, the Company shall not be liable for and IMR releases the Company from and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by IMR as a result of (a) the breach by IMR of the terms of this Agreement and/or the terms and conditions of the Manual; (b) the operation of IMR's business; (c) any incorrect or wrong data or information provided by IMR; or (d) the failure to provide any information or data necessary for the Company to operate its business, including without limitation, the enrollment and acceptance of IMR or the payment of commissions and bonuses.

27. Injunctive Relief. IMR agrees that the remedy at law or in arbitration for any breach of any provision of the Agreement shall be inadequate and that, in addition to any other remedies it may have, the Company shall be entitled, without necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provisions of the Agreement. In addition, the Company shall be entitled to its cost and expenses, including reasonable attorney's fees, in enforcing its rights under this Agreement.

28. Severability. If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement or any specification, standard or operating procedure which the Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable. IMR shall be bound by any such modification which shall be effective only in the jurisdiction in which it is required.

29. Survival. The covenants and obligations of IMR to protect the trade secrets and confidential information of the Corporation, including, without limitation, those obligations and covenants contained in Sections 11 and 12, shall survive termination of the Agreement.

30. Entire Agreement. This Agreement, the Policy & Procedures, the Compensation Plan and the Manual (all of which are incorporated herein by reference), constitute the entire Agreement between IMR and the Company, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both parties.

For a disclosure in any other country other than the United States; Please E-Mail your fax number or send your mailing address for a disclosure on your particular country.