



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

SEP 19 2002

The Honorable Charles Taylor
U.S. House of Representatives
22 S. Pack Square
Suite 330
Asheville, NC 28801

Re: FTC Ref. No. (b)(6)

Dear Representative Taylor:

Thank you for your letter on behalf of your constituent, (b)(6) regarding the business and marketing practices of a multi-level marketing scheme called United **Infoexchange, Incorporated**.

As you know, the Federal Trade Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58. In interpreting Section 5 of that statute, 15 U.S.C. § 45, the Commission has determined that a representation, omission, or practice is **deceptive if** (1) it is likely to mislead consumers acting reasonably under the circumstances; and (2) it is **material**; that is, likely to affect consumers' conduct or decisions with respect to the product at issue.¹ In a statute that became effective in August 1994, Congress amended Section 5 of the FTC Act to provide that an act or practice is **unfair** if the injury to consumers it causes or is likely to cause (1) is **substantial**; (2) is not outweighed by countervailing benefits to consumers or to competition; and (3) is not reasonably avoidable by consumers themselves.²

¹*Stouffer Foods Corp.*, 118 F.T.C. 746 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), affirmed and enforced, 970 F.2d 311 (7th Cir. 1992), cert. denied, 113 S. Ct. 1254 (1993); *Removatron Int'l Corp.*, 111 F.T.C. 206, 308-09 (1988), citing, e.g., *Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), cert. denied, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); see generally *Federal Trade Commission Policy Statement on Deception, appended to Cliffdale Assocs.*, 103 F.T.C. at 174-83.

²Section 5(n) of the FTC Act, 15 U.S.C. § 45(n), added by *The Federal Trade Commission Act Amendments of 1994, Pub. L. No. 103-312*. The Commission previously relied on similar criteria to define the scope of its authority to prohibit unfair acts or practices pursuant to Section 5(a) of the FTC Act. See, e.g., *Orkin Exterminating Co., Inc.*, 108 F.T.C. 263, 362 (1986); *International Harvester Co.*, 104 F.T.C. at 1061; see generally *Federal Trade*

(continued...)

The Honorable Charles Taylor – Page 2

In determining whether to **take** enforcement or other action in any particular situation, the **Commission** may consider a **number** of factors, including the type of violation alleged; **the nature and amount of consumer injury** ~~at~~ issue and the number of consumers affected; and the likelihood of **preventing future** unlawful conduct and securing redress or other relief. As a matter of policy, the **Commission** does not generally intervene in individual disputes. However, letters from **your constituents** provide valuable information that is frequently used to develop ~~or~~ support **Commission** enforcement initiatives. I should also note that more than 150 consumer and business education brochures and other materials are available online in the **FTC Consumer Line** and **FTC Business Line** sections of **our** Home Page, located at [HTTP://WWW.FTC.GOV.](http://www.ftc.gov) **In addition, your constituent** should feel free to contact **our** Consumer Response Center, if **additional information** is needed, at the following address and toll-free telephone number:

C o n s u m e r Response Center
 Room 240-H
 Federal **Trade** Commission
 Washington, D.C. 26580
 1 (877) FTC-HELP
 1 (877) 382-4357

Although the Federal Trade Commission does not enforce **any** law that specifically regulates **multilevel marketing** plans, such plans are subject to Section 5 of the FTC Act which, as described above, prohibits unfair and deceptive business practices. Multilevel plans, also called **network marketing**, can be considered both business opportunities and sellers of goods or services. As **business** opportunities, promoters of multilevel marketing plans **may** misrepresent **the earnings** of distributors, sometimes by falsely representing that the substantial earnings of a few top distributors are **typical** of all distributors. Pyramid schemes, in which distributors receive compensation from recruiting that is unrelated to the sale of goods or services to ultimate users, are almost always **characterized** by promises of high earnings. The same can be said for **Ponzi schemes** where early investors are paid supposed "earnings" from cash paid in by new investors, **instead of from the profits** of a real business.

Multilevel marketing plans may misrepresent important characteristics of those goods or services that **are sold** as part of the program. Consumers should be especially wary of plans that offer **miracle** products, especially medical products. Frequently these programs sell **weight loss** products or miracle cures for which there is no scientific support.

Most states have laws that specifically prohibit "pyramid" programs. Although

²(...continued)

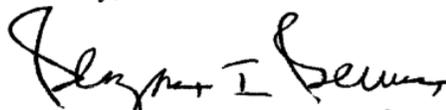
Commission Policy Statement on Unfairness, appended to International Harvester Co., 104 F.T.C. at 1070-76.

the laws vary from state to state, they most often prohibit plans that require distributors to pay an entry fee for purchase required inventory) from which commissions are paid to existing distributors. As a result of these laws, most lawful plans do not require distributors to pay any fees (other than perhaps a distributor kit of minimal cost) or purchase any inventory. Consumers should beware of plans where it is suggested that they purchase a large initial inventory, even if not required, because such plans may be disguised pyramids. They may wish to ask a representative from the office of their state Attorney General if the plan complies with state law.

The Federal Trade Commission cannot provide consumers with assessments of the merits of the many multilevel marketing plan operating at any one time. However, pyramids or other illegal plans often carry warning signs. Unlawful pyramids almost always promise rapid income opportunities from recruiting new distributors. Some even suggest that no sales are necessary and that they will build a "downline" for the investor. The earnings and product claims are usually amazing, and may be delivered in a pep rally style "opportunity meeting" where people are encouraged to sign up immediately. Prospective recruits should be wary of such tactics, and contact their local Better Business Bureau or state Attorney General prior to paying money or signing a contract.

I appreciate your interest in this matter, and I hope that your constituent will find the above information helpful in addressing the problem at issue. Please let us know whenever we can be of service.

Sincerely,



Donald S. Clark
Secretary of the Commission



CAROLYN McCARTHY
4TH DISTRICT, NEW YORK

WASHINGTON OFFICE
1224 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5516
FAX: (202) 225-5758

DISTRICT OFFICE
1 FULTON AVENUE, SUITE 30
HEMPSTEAD, NY 11550
(516) 489-7066
FAX: (516) 489-7283



CONGRESS OF THE UNITED STATES
HOUSE OF REPRESENTATIVES
WASHINGTON, DC 20515-3204

August 15, 2002

COMMITTEES:
BUDGET
EDUCATION AND THE WORKFORCE

SUBCOMMITTEES:
EDUCATION REFORM
EMPLOYER-EMPLOYER RELATIONS

EMAIL:
<http://www.house.gov/writerep/>
WEBSITE:
<http://www.house.gov/carolynmccarthy/>

(b)(6)

Ms. Lorraine Miller
Director, Office of Congressional Relations
Federal Trade Commission
Room 404
6th Street and Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Dear Ms. Miller,

My constituent, (b)(6) has requested my assistance regarding the mis-reporting of his current credit report. Enclosed please find information which explains the situation.

I would appreciate it if you would investigate and comment on these concerns at your earliest opportunity. Please forward your correspondence in care of George Burke in my Hempstead district office.

Thank you for your time and attention in this matter.

Sincerely,

CAROLYN McCARTHY
Member of Congress

CMC:gb
Enclosure





22 SOUTH PACK SQUARE
SUITE 330
ASHEVILLE, NC 28801-0000
(828) 251-1988

HENDERSONVILLE OFFICE
(828) 437-6539

MURPHY OFFICE
(828) 437-3249

RUTHERFORDTON OFFICE
(828) 286-6750

WAYNESVILLE OFFICE
(828) 456-7559

WEB SITE:
www.house.gov/charlestaylor

COMMITTED ON:
APPROPRIATIONS

SUBCOMMITTED ON:
COMMERCE, JUSTICE, STATE

SUBCOMMITTED ON:
INTERIOR

SUBCOMMITTED ON:
LEGISLATIVE
CHAIRMAN:

Congress of the United States
House of Representatives
Washington, DC 20515-3311

August 19, 2002

(b)(6)

Ms. Anna Davis
Director, Office of Congressional Relations
Federal Trade Commission
600 Pennsylvania Avenue, N. W., Room 404
Washington, D.C. 20580

Dear Ms. Davis:

I have been contacted by my constituent, (b)(6) concerning her investments in BrandYou products. (b)(6) feels that the company misrepresented the profits that she would make from her investments and is asking for assistance in getting a refund of her investments. I am enclosing information from (b)(6) outlining her concerns.

I would appreciate it if you would provide me with whatever information you feel may help address my constituent's concerns. Please address your response to my Asheville District Office, 22 South Pack Square, Suite 330, Asheville, NC 28801, telephone (828) 251-1988.

Thank you for any assistance you may be able to provide in this matter.

Sincerely;

Charles H. Taylor
Member of Congress

CHT:mp

AUG 14 2002

Lois Bauer

From: (b)(6)
 To: <martha.peterson@mail.house.gov>
 Sent: Tuesday, August 13, 2002 1:57 PM
 Subject: Re: Getting at least part of my investment back from Ideal Health..specifically : Brandu (12,000.00.

In January of 2002 I was approached to critic a video on health from a nurse who works for the school system. (I am a retired teacher) I gladly obliged. It turned out to be a MLM company. I had just ordered vitamins and was assured that these vitamins were much better because "I would be tested" to determine what my body needs. So I complied. Then I found out that I had to buy a kit and then it was it was Direct Mail, Buy TV, Brandu, and endless harangues to buy more product to stay at a certain level. I was told to do as my upline did and I would become wealthy. I did as my upline did and bought everything. I could not ask people to invest the kind of money that I had spent because I knew they could not afford it. I have friends who are 20,000.00 in destroying to make money. In January/February I bought Brandu for 5,300.00 plus so that I would become wealthy. It didn't happen. Then in April I was asked to buy another Brandu so that Bethanne Grant could make Diamond. I spent another 5,300.00 plus 800.00 for product so did several other people. (11 total). Bethanne made Diamond, but last month she had her telephone disconnected for non payment. She does not have money and has no credit. I talked to a friend this am. who is 40,000.00 in credit card debt and is

considering selling her house to just get by until she hits it big. (I am afraid it will never happen) There are a few people at the very top who are making money (a very few) but the rest of us are making that possible. I had to refinance my house to pay my debts, I owed 20,000.00 plus. Something must be done. The Owners of this company have already paid off the start up money. They are millionaires and greedy to get more. They charge for tapes of people's stories calling them Drive Time. There is no end to their greed. They are excellent sales people and their following treat them like gods.

I am sending along papers to verify some of what I say and truly, truly hope you can help us to get our money back. I will do whatever necessary to help. The person who got me into the business realizes the potential is not there and after losing over 20,000.00 and giving up!

Sincerely,

(b)(6)

(b)(6)

Ms Peterson, this is not perfect, nor does it contain all the information, but it is the best I can do.

(b)(6)

Getting Started

Dreams → Goals → Your Plan

Pictures and written goals are a source of daily inspiration

Personal _____

Family _____

Material _____

Social/Charity _____

Money/Financial Independence _____

For Example:

What would an extra \$3,000 - \$5,000/month do for you? _____

What would an extra \$10,000 - \$15,000/month do for you? _____

Business Starter Kit

- Orientation to Company.
- Become a product of the product.
- Ready for success.



Business Starter Kit	221.00
Private Test	79.95
Membership	99.00
\$399.95*	
<small>*Plus Tax, S&H</small>	

Become a Marketer

- Call 800-768-7667
- I have b, of
They were ordering for me.*

Communication Package

- MessageXchange - Stay connected, save time.
- WebXchange - Access customer & marketer activity.
- Drive Time - Learn keys to success to make more money.

Preferred Customers

- Fill out order form - Fax to company.
- Call 800-768-7667.





BASIC TRAININGXCHANGE

Your First Step Order Form



--	--

▲ Date

▲ Primary Applicant Name: (Last, First, MI)

▲ Day Telephone

Mailing Address

Evening Telephone

City/Town State Zip Code

Fax

E-Mail Address

Cell Phone

Shipping Address (if different from mailing address. Some deliveries can not be shipped to P.O. Boxes)

eMail Address

City/Town State Zip Code

Sponsor

▲ Account Number

Name: (Last, First, MI)

Telephone Number

Sponsor is the immediate upline of the new Marketer

Marketer

▲ Account Number

Orders Only: **800-768-7667**

* Your Leader and Ad Leader portion will be shipped. Your BrandYou™ co-producer portion will not be charged to your credit card at this time because you must first complete a BrandYou™ Agreement. Your upline or sponsor will help you complete your BrandYou™ TV Show Co-producer Agreement, located on the UDXonline.com website.

Please check stamp

	Leader	Includes: 3 Business Starter Kits, Marketing Materials, Videos, Brochures, Small Flip Chart Presentation	\$763 <small>Plus tax, S&H</small>	<input type="checkbox"/>
	Ad Leader	Includes: All Leader Materials with the addition of iMail™ including 300 FREE Direct Mail letters	\$2,563 <small>Plus tax, S&H</small>	<input type="checkbox"/>
	Brand Leader	Includes All Leader and Ad Leader Materials with a BrandYou™ TV Show <small>co-producer unit</small>	\$8,663* <small>Plus tax, S&H</small>	<input type="checkbox"/>
	Flip Chart	Home & Small Meetings (20 people) Full Color Business Opportunity Presentation	\$99 <small>Plus tax, S&H</small>	<input type="checkbox"/>
	TV Tickets	500 Custom Imprinted Tickets To promote viewership for National SpotTV™ or BrandYou™ Shows, complete attached form	\$5599 <small>Plus tax, S&H</small>	<input type="checkbox"/>

Check one: VISA MasterCard AmEx Discover

--	--	--	--	--	--	--	--	--	--

▲ Credit Card Number

▲ Print Cardholder's Name as it appears on the card

▲ Exp. Date

Billing Address for the card

City/Town State Zip Code

▲ Cardholder's Signature

Please read:

The only requirement to become an Ideal Health Marketer is the \$99.00 Marketer Fee, plus tax, S&H. All other products, programs and services optional.

Duplicating Platinums

To make serious Money

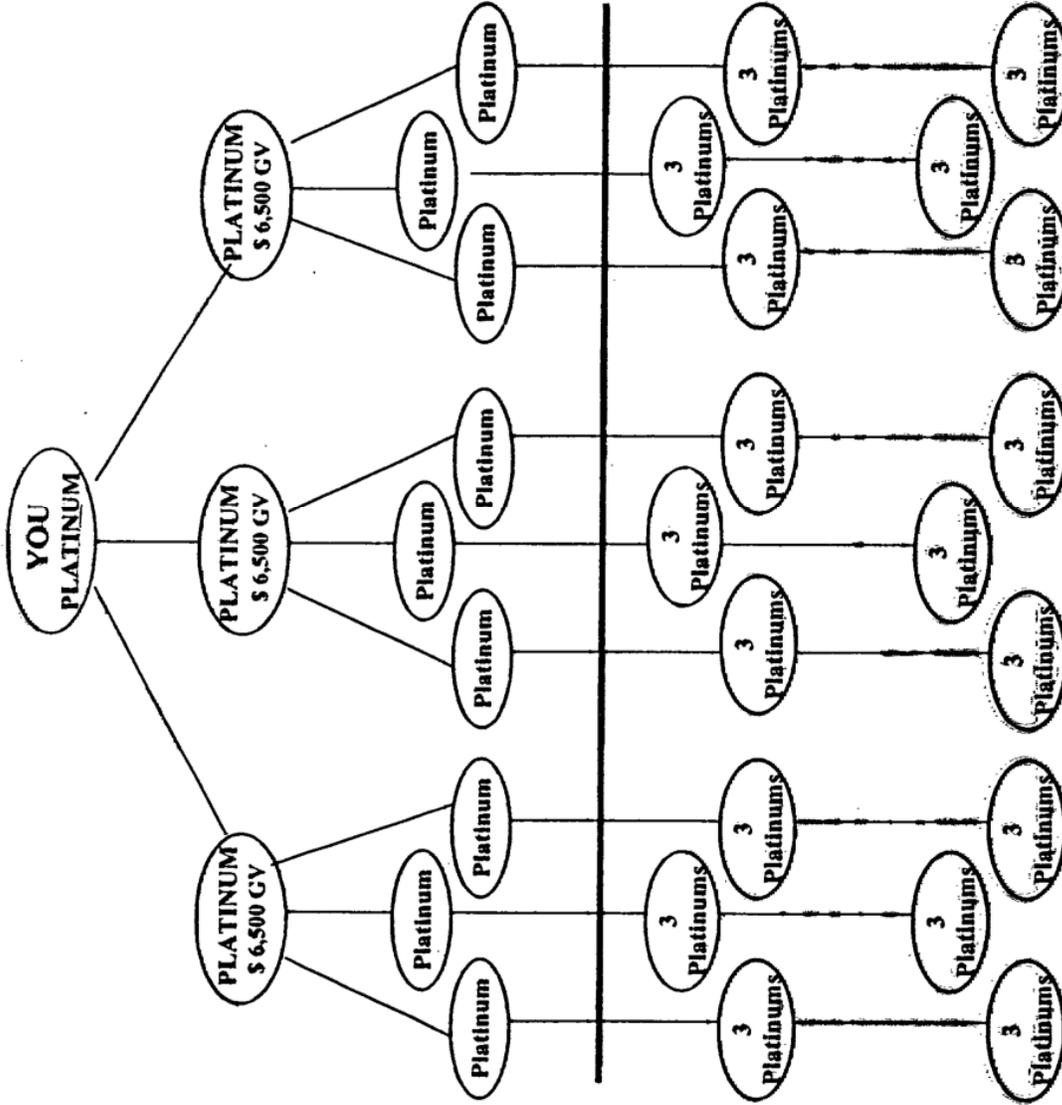
YOU as a PLATINUM:

1. With 1 Platinum \$2-3,000/mo.
in each of 3 Legs
2. 2 levels of \$6-10,000/mo.
Platinums in
each of 3 legs

70k
MAP

YOU as a DIAMOND:

1. 3 levels of \$25-30,000/mo.
Platinums in
each of 3 legs
2. 4 levels of \$50-80,000/mo.
Platinums in
each of 3 legs



This is for illustrative purposes only. Monthly income will vary and will depend upon actual bonus volume and number of customers within each Platinum's business

Called Orders in 1/29/02

1/29/02

✓ Direct Mail = \$1800.

15.00 s/h

117.91 sales tax

\$ 1,932.91

Leadership (tapes, brochures, ^{research} monographs)
+ flip chart

763.00

40.00 s/h

58.04 taxes

\$ 861.04

Communication Pkg. \$53.30 (no charge until
^{free;} 2/28/02)

→ TTI > 5¢/minute

Customer Gathering Acct @ 30.00

Make More Money

With Ideal Health's Bonus Plan

1. MessageXchange Bonuses*

Enroll onto MessageXchange, earn bonuses on your Unilevel Commission earnings

\$1000 - 1999 = 5% bonus

\$2000 - 2499 = 10% bonus

\$2500 + up = 15% bonus

2. T.V. Leads* Bonuses*

FREE leads as a Qualified Silver Director or higher - throughout the country. The higher your PIN Level, the more FREE leads you receive. * 3 C.E. Customers needed after month 1.

3. Direct MailXchange Retail Sharing Profits Bonuses*

Sponsor a marketer on your Front line and receive bonuses from \$200 - 275 when your Marketer purchases Direct MailXchange (DMX) with Advanced Advertising. Be a Silver or higher and have purchased your own DMX to qualify for bonuses.

Participate in ALL Bonus Plans to build your business faster and make more money

4. Platinum Bonuses*

Monthly bonuses can potentially double your earnings on all Platinum legs - 6 generations deep of Platinums with unlimited width. Get to Platinum and duplicate Platinums to make some serious money.

5. Diamond Bonuses*

Monthly 3% bonus paid on your highest Unilevel MAP. Example: Your 4th level has 200,000 MAP. - you get a \$6,000 Bonus.

6. DriveTime Nationwide* Bonus Pool

Bonuses paid on all videos and audios in Drivetime program - nationwide. As a Qualified Drivetime Platinum with 1 Platinum leg or more receive bonuses from nationwide pool.

Custom Leadership Program is key for you to benefit from all of these Bonus Plans

*Details available on FaxXchange Documents

MediaXchange™ BuyTV™ Service

Now you can receive more TV leads with your MediaXchange™ BuyTV™ Service.

Introducing the MediaXchange™ BuyTV™ Service.
Brought to you by United InfoXchange® for your Ideal Health® Company.

Now, with the new MediaXchange BuyTV Service, you can purchase TV time and air the Ideal Health T.V.Xchange™ Show in selected BuyTV Markets so you personally receive TV leads. Today, more than ever, Americans are home watching TV. And today, many Americans desire to have more than one income stream to feel more financially secure in these uncertain times.

The Ideal Health economic opportunity is perfectly positioned to give Americans what they want. More Security. More money. Better Health.

Your BuyTV™ Service Benefits.

- Massive awareness Potential
- Significant Core-City penetration
- Gives you national exposure
- Gives you local exposure
- Sets you apart from the competition
- Generates more TV leads
- Shows your company's level of marketing sophistication

Ideal Health, the first United InfoXchange Member Company, is the first company to offer the largest mass-awarenesstelevision advertising campaign in the history of the Multimedia Marketing Industry. Now you can combine your MeetingXchange™ Presentations with your MediaXchange BuyTV Service to help accelerate your Customer and Marketer gathering efforts.

Your United InfoXchange integrated income strategies are now better than ever!

How the MediaXchange: BuyTV Service Works:

1. In order to participate in the BuyTV Market Service, qualified Platinums and Diamonds must first fax us the attached Terms and Conditions Agreement. Allow 24 hours for processing.
2. Go to the United InfoXchange.com website and click on the BuyTV button to see the available BuyTV Markets and unit prices.
3. Order the BuyTV Market of your choice.
4. After a BuyTV Market is sold out, the Media Buyers will post the TV stations and times for the BuyTV Market on the UIX web site.
5. As the shows begin to air the MediaXchange Call Center will answer the calls generated from the TV Show, 24/7.
6. Your leads are then conveniently posted on your Lead Generation Report. (See the Questions and Answers section on how your leads are distributed.)



Now you can advertise
your Ideal Health
products and
economic opportunity
on TV in selected

MediaXchange™
BuyTV™ Service.

MediaXchange™
Member United InfoXchange®

©2001 United InfoXchange, Inc. All rights reserved.

Help Americans get the freedom and financial security they want
Fax this agreement to 1-972-930-3077 for processing today.



Questions & Answers

MediaXchange™ BuyTV™ Questions & Answers

What **will** I see at the MediaXchange BuyTV website?

You will see **the** available *BuyTV Markets* (listed **by cities**) in which you participate in.

How many **BuyTV** Markets can I participate in each month?

You **can** participate in one or all **of** the available *BuyTV Markets* on a **first** come first served basis.

Is there a limit **as to** how much I can spend in each *BuyTV Market*?

Yes. Each *BuyTV Market* will have a minimum and maximum amount of **units** to be sold for the one-month long advertising campaign. And a Marketer may only purchase one to five units at \$300 per unit. (See individual *BuyTV Market* advertising campaigns for details at United InfoXchange.com.)

How do I purchase BuyTV?

You **can** purchase **your** *BuyTV Market* **units** on the United InfoXchange.com website.

Can anyone purchase BuyTV?

You must be a Platinum or Diamond Director with at least 3 Custom Essentials customers.

Who **buys** the TV time?

Professional Media **Buyers** hired by MediaXchange.

Why can't I purchase media myself?

In order to properly "brand" the company and to service **your** customers reliably nationwide, MediaXchange **will** purchase media through its Professional Media Buyers.

How soon will the BuyTV shows air after I make my purchase?

Approximately within two weeks of purchase, depending upon the specific market. However **the** buy time could be **less or more than two** weeks depending on availability and **market** conditions.

What TV show **is** used for the *BuyTV Markets* advertising campaign?

The most current Ideal Health Show as seen on Court TV® will air. There may be instances where **the** company **will test other** shows at their discretion

Who **answers** the phone calls when a person calls in response to the TV show?

The company has commissioned professionally-trained call center employees who **will** answer your TV calls, 24/7.

How are the BuyTV leads distributed?

The leads are distributed as follows:

1. **Seventy five percent (75%)** of the leads go to the Marketer(s) who purchased BuyTV and are distributed, pro rata, based on your proportionate purchase of BuyTV units.
2. Fifteen percent (15%) of the leads go to the nationwide pool of **BrandYou** purchasers.
3. Ten percent (10%) of the leads go to the qualified Silvers and above who have completed the L.O.I. (Letter of Intent) Qualification for the T.V.Xchange Program and will be distributed as outlined on that form.

Is there a guarantee that I will receive leads from this Service?

No. There are no guarantees that there is a market for the Ideal Health products on TV or that you will receive leads from any television broadcast.

How do I receive my leads?

You will receive **your** leads via email.

Can I get my leads in month one when I purchase BuyTV?

Yes.



Terms Conditions

MediaXchange™ BuyTV™ Service Terms and Conditions

We at Ideal Health, Inc. urge you to carefully consider your decision to purchase the MediaXchange BuyTV Service. The purchase of these Services is a significant expenditure. Due to the upfront purchase of available TV time, ALL SALES ARE FINAL - THERE ARE NO REFUNDS.

Ideal Health disclaims all warranties, either express or implied, that the BuyTV Service will result in sales leads, increased sales, or result in the success of your Ideal Health business. Ideal Health disclaims all express and implied warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability.

You understand that the Mediachange BuyTV Service is designed to generate sales leads. It is your responsibility to utilize the leads to generate Customers and/or Marketers.

As an Ideal Health Marketer, there is no requirement to purchase the Mediachange BuyTV Service to participate in any part of the Ideal Health Compensation Plan. All purchases of BuyTV are entirely optional.

Additional terms to this Agreement will be posted on the United InfoXchange web site and may apply. You understand and agree that such terms may become a part of this Agreement and will be binding on you. Upon receipt of the additional terms, you'll need to sign and return them to Ideal Health.

Ideal Health reserves the exclusive right to select the markets, media, and time in which advertising is aired. The price and Services are subject to change.

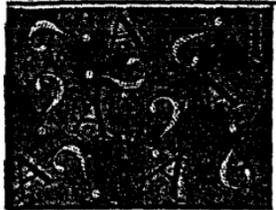
I understand and agree to the above Terms and Conditions.

Your Signature

Ideal Health Account Number

Date

By signing here, I authorize the use of either my credit card indicated on this agreement or the use of any credit card on file at Ideal Health for the purpose of ordering the BuyTV program, I have read and understand the terms and conditions of the BuyTV Service and understand the risk(s) involved.



Questions & Answers

AdvertisingXchange™ BrandYou™ Product Questions & Answers

- T** What is the **MAP** (Media & Advertising Profit) on the **\$55,000 BrandYou Product**?
35,200 MAP. MAP is given to the account where the order is placed.
- P** **OD** How many Marketers can participate in the **\$55,000 BrandYou Product**?
One to Eleven Marketers in \$5,000 Blocks each with **3,200MAP** each.
- Does any of the \$55,000 dollars go toward purchasing airtime?**
No. When your BrandYou Custom TV show is **filmed** and edited, you'll then be able to air it using the MediaXchange BuyTV Service.
-
- PURCHASING** **Can anyone purchase the BrandYou Custom TV product?**
Yes.
- Do I need to talk to Media Buyers after I purchase the BrandYou Product?**
No. The company will handle all purchases and accounting for you and your organization.
- How do I pay for Brandyou?**
All Marketers will need to fax their credit card orders to Dallas Customer Care by using the attached official Order Form, fax number: **1-972-930-3077.** Or you may follow the **Bank Wire** and **Bank Check** or **Money Order instructions** on the following pages.
- As a BrandYou buyer, am I limited to purchasing only in the official BuyTV Markets (select cities) or can I purchase airtime in other markets?**
As a BrandYou purchaser, you can purchase airtime in any market through the company's BuyTV department ONLY after the official **City Markets** have Sold Out.
- As a BrandYou Marketer, can I buy additional airtime when a particular BuyTV Market is Sold Out?**
It depends. The Media Buyers will evaluate the market situation for best buys and will review it on a case-by-case inquiry. From time to time and during certain circumstances, more media may not necessarily yield more Marketers and Customers. Additionally, there are NO guarantees that buying any amount of airtime will result in leads being generated. In other words, there are no guarantees at all.
-
- FILMING** **If more than one Marketer purchases the BrandYou product, is there a limit as to how many people get filmed?**
Yes, the Product allows up to 11 Marketers to participate and there is a limit of two people who can "go on set" to be filmed. It is the responsibility of that group to designate the Marketers they've chosen to be filmed.
- If I'm not filmed, am I still considered a BrandYou participant?**
Yes, And when you purchase even one **\$5,000** block of BrandYou Product, you're called a **Media Marketer.** You're a Marketer who uses the AdvertisingXchange BrandYou Custom TV product and MediaXchange BuyTV Service to market and advertise your Ideal **Health** business. All participating Media Marketers not appearing on the video will be recognized as "Associate Producers" at the end of the show, with their name and picture.
- Where do you film the Brandyou show?**
There are several possibilities such as outdoor sets and, of course, United InfoXchange Film Studios.
- When do I film for my TV show?**
The company will notify you of the next film date to be scheduled at United InfoXchange Film Studios.



Questions & Answers

(continued)

AIRINGS

How do we know the company actually aired the TV show?

Prior to market airings, the company will post all airtimes and stations. If a show is pre-empted (does not air due to TV station change in programming), the company will work to buy airtime at another time.

Can my BrandYou TV show be customized for specific markets?

Yes. There will be an additional customization charge (contact the company's BuyTV department for more details) to adapt the TV show to serve multiple markets.

Can I use my personal BrandYou TV show in an official BuyTV Market?

Yes, in most cases. This will be decided on a case-by-case basis due to certain market conditions, airtime availability, and logistics.

LEADS

How does the company know which TV stations generate the most leads?

The special videotapes sent to the Cable, Broadcast, and Independent TV stations will receive a unique 800#. The Call Center's computer system will track which 800# is connected with which TV station.

How are BrandYou leads distributed after purchasing airtime?

Distribution is as follows:

1. Seventy five percent (75%) of the leads go to the Marketer(s) who used their BrandYou Custom TV show and purchased the air time. The leads generated from your BrandYou airings are then distributed, pro rata, based on your proportionate purchase of airtime and the actual number of leads generated.
2. Fifteen percent (15%) of the leads that are generated from all BrandYou airings go to the nationwide pool of BrandYou purchasers and are evenly distributed.
3. Ten percent (10%) of the leads go to the qualified Silvers and above who have completed the L.O.I. (Letter of Intent) Qualification for the TVXchange Program and will be distributed as outlined on that form.

When do I begin to collect my BrandYou leads?

You start collecting your share of BrandYou leads at the time of your BrandYou purchase.

Is there a Lead expiration date with the BrandYou Product?

Yes. A BrandYou Marketer who purchases a \$5,000 (320MAP) block is eligible to receive BrandYou leads for six (6) months from the 15% nationwide BrandYou pool.

Do the Marketers who purchase the BrandYou Custom TV product get leads when it is aired?

When you participate and purchase airtime, you then get your pro rata share of the leads as described above.

Who gets the 15% BrandYou leads when a Marketer orders the BrandYou \$5,000 block under an Ideal Health Account number?

The Marketer who purchased the block will receive the leads in their CG Account.

NEXT

What do I do next to order BrandYou?

1. Read this entire document.
2. Talk to your upline and downline and see who's interested in being in your BrandYou campaign.
3. Establish who is going to be the Campaign Leader. (This person is responsible for following up with each participant in your campaign, to make sure they have sent in their signed forms, etc.)
4. The Campaign Leader should call each participant and ask them to download this form, document #439 on Fax-on-Demand, read it and then fax pages 4 & 5 (filled out completely and signed) to Dallas at 1-972-930-3077.
5. Your Campaign Leader will be contacted, if any questions arise.



Terms & Conditions

AdvertisingXchange™ BrandYou™ Custom TV Terms and Conditions

We at Ideal Health, Inc. (Ideal Health™) urge you to carefully consider your decision to purchase the AdvertisingXchange BrandYou product. The purchase of this Product is a significant expenditure. Please don't purchase the BrandYou product if it will create a financial hardship. ALL SALES ARE FINAL - THERE ARE NO REFUNDS. If you are an Ideal Health Marketer, then you understand that you shall not be entitled to air your BrandYou program, and shall not be entitled to a refund of payments for your BrandYou show if your Ideal Health Marketership is terminated for any reason, either voluntarily or involuntarily.

As a BrandYou participant, you understand that the primary reason for the BrandYou product is to help create additional AWARENESS for your Ideal Health Custom Essentials products and the economic opportunity associated with your personal retail sale of your Custom Essentials products and other Ideal Health products.

Ideal Health disclaims all warranties, either express or implied, that the BrandYou product will result in sales leads, increased sales, or result in the success of your Ideal Health business. Ideal Health disclaims all express and implied warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability.

Your AdvertisingXchange BrandYou product is designed to help generate sales leads when used in conjunction with the MediaXchange™ BuyTV™ service. Ideal Health does NOT generate sales, customers, or Marketers for you. As the independent Media Marketer ("Marketer"), you have the responsibility to utilize leads to generate sales through personal contact to develop new Customers and/or Ideal Health Marketers. There is NO guarantee that you will receive leads or that those individuals who are leads will become Marketers or Customers.

As an Ideal Health Marketer, there is NO REQUIREMENT to purchase the AdvertisingXchange BrandYou Product to participate in any part of the Ideal Health Compensation Plan. All purchases of BrandYou are entirely optional. Your ONLY requirement is the purchase of your Marketer Kit, which includes the company's policies and procedures for all independent Marketers.

Ideal Health reserves the exclusive right to select the BuyTV Markets (as described on the BuyTV brochure), the TV stations, and the time in which advertising is aired. The price and products are subject to change.

All purchases are subject to credit card approval. If a credit card is declined, or lacks sufficient funds to pay for an order, the order will not be processed. Ideal Health shall not be liable for failure to perform under this Agreement if full payment for a BrandYou Custom TV show is not received at the time the order is placed.

Marketer shall not in any way alter, edit, or amend the BrandYou Custom TV show produced by Ideal Health. Ideal Health Marketers CANNOT under any circumstance air any BrandYou or Company show on any TV station at anytime unless they receive written authorization from the company. IF DUE TO ANY CHANGES IN STATE OR FEDERAL LAWS YOUR BRANDYOU TV SHOW NEEDS TO BE CHANGED IN ANY WAY, THE EXPENSE OF THESE CHANGES IS THE RESPONSIBILITY OF THE BRANDYOU PARTICIPANTS OF THE SHOW

All shows and scripts for the BrandYou Custom TV show are copyrighted and are the sole property of Ideal Health, Inc. There may be a 9-month expiration time on all Brandyou shows, from the date of purchase. After the expiration date, the expired show will not be allowed to be aired in order keep shows current. Marketer shall not use the script, or any portion thereof, or any portion or segment of the show, for any purpose other than to generate sales of the products that are advertised on the show.

Print Name

Signature

Date



Terms & Conditions

(continued)

If Marketer purchases a BrandYou show to market Ideal Health products, Marketer **must** currently hold the required **rank** (pin level) at the specific time of purchase.

The purchaser of a BrandYou show does not entitle Marketer to airtime. Marketer **must** purchase airtime **separately** through Ideal Health's BuyTV service.

Each BrandYou show shall be **28.5 minutes** in length. Approximately **six** minutes of each show **will** include segments containing clips and shots of individual independent Marketers. **These** clips **shall** follow **predetermined** scripts prepared by Ideal Health, Inc. The remainder of the show **shall be** derived **from** standard footage, or "templates" previously prepared by Ideal Health. **Marketer** understands that by purchasing a BrandYou show, he or she is **NOT** acquiring a completely **customized** show, and that the templates and scripts **used** in his/her show will be utilized by **Ideal Health** in other BrandYou shows at Ideal Health's sole discretion.

This Agreement shall be governed by the laws of the State of Nevada. The parties consent to exclusive jurisdiction and venue for any dispute **arising from or** relating to **this** Agreement in any federal or state **court** residing in the **state** of Nevada

Marketer's sole remedy for Ideal Health's breach of **this** Agreement **shall be** recovery of the **price** paid for any **services** that **are** not rendered. Marketer waives all claims to consequential, incidental, and/or exemplary damages against Ideal Health, its officers, directors, shareholders, **employees, and** agents, as well as Ideal Health's parent, **subsidiary**, and affiliated entities.

This Agreement constitutes the entire agreement with respect to the BrandYou **show, No other statements**, whether **written** or verbal, **shall be binding** unless in writing and signed by **an officer** of Ideal Health. Notwithstanding the foregoing, Ideal Health reserves the right to amend the **scope** of BrandYou **services**, airtime, media, markets in which shows **are aired**, pricing, scripts, templates, and **all other aspects** of the show and the BrandYou product at its sole discretion.

Faxed copies of **this** agreement **shall** be binding and treated as an original documents and agreements. Terms and Conditions subject to change **WITHOUT NOTICE** Thank you

Print Name

Signature

Date

Page 2 of 2 Terms & Conditions. By signing I'm acknowledging that I have read and understand the Terms & Conditions & Risks of the BrandYou™ product.

Hello everyone!

As you know, Todd announced at the last National Event that UIX has started the process of launching a 24-hour channel. It will be called the "Income Channel."

Today, your opportunity is the best and biggest in the industry, made possible because you are able to offer the best products in the world, backed by the most powerful medium of all time - television advertising! And it's not "just" TV, but your *very own Custom TV Show* that will help you move more products both locally *and* nationally - faster than ever!

As we move fast forward, we will continue to invite "top talent" to join the Ideal Health family, sometimes even *before* the product company, or in this case, the "Income Channel," is launched. This is done in an effort to provide the finest opportunity in the business, And, of course, to win and win *big!*

Todd asked me to announce today that we have added a new member to the "TV Team," Bob Losure. Bob is a nationally and internationally recognized TV personality. He was the host anchor for CNN Headline News for 12 years and you'll quickly recognize him when you see him. He will take part in various aspects of TV production, including visible spots on our/your TV shows.

John Early will remain as the Host for our first product *company*, Ideal Health.

Todd, Lou, and I are excited about where we are today and where we are going right now.

Dream big, work hard, and *capture* your share. You are the finest network in the industry with the best story to share - and 280 million Americans are itching to hear it!

You're the best; take what you have *today* in both hands and don't wait - just go for it!

Excitedly,

Scott Stanwood
Vice President of Communications

owners
Todd Stanwood, Scott Stanwood
and Lou deCaprio (?)