

APPLICATION AND MEMBERSHIP AGREEMENT

ASSOCIATION OF WEALTH OPPORTUNITIES, INC.

Please complete all information requested, and read and sign the Membership Agreement below.

Applicant Information		
Name:		
First	MI	Last
Date of birth: <small>(MM/DD/YYYY)</small>	SSN or Tax ID No:	Phone #1: Phone #2:
Street address:		
City:	State:	ZIP Code:
Email Address:	Best way to contact you: __ Phone #1 __ Phone #2 __ Email __ Mail	
Spouse Information if Joint Membership		
Name:		
First	MI	Last
Date of birth: <small>(MM/DD/YYYY)</small>	SSN or Tax ID No:	Phone #1: Phone #2:
Street address:		
City:	State:	ZIP Code:
Email Address:	Best way to contact spouse: __ Phone #1 __ Phone #2 __ Email __ Mail	
Investment Interests		
What are your investment interests? Please choose all that apply		
<input type="checkbox"/> Debt Equities <input type="checkbox"/> Real Estate <input type="checkbox"/> Mortgage Modification <input type="checkbox"/> Barter Investment <input type="checkbox"/> Small Business Investment <input type="checkbox"/> Other. If Other, please specify _____		
Previous Investment Experience in any of these areas?		
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, which areas? _____		
Do you plan to mainly be		
<input type="checkbox"/> A cash investor <input type="checkbox"/> A sweat equity investor or <input type="checkbox"/> both?		

Additional Information

I _____ have _____ have not

attended a School of Wealth session to learn about the Association of Wealth Opportunities (AOWO).

Please tell us your opinion of the presentation:

1. Was the information about AOWO clearly presented? _____ Yes _____ No

2. Were all your questions answered? _____ Yes _____ No

3. Would you recommend others learn about AOWO and its benefits? _____ Yes _____ No

How did you learn about AOWO?

_____ Church _____ Friend _____ Visited the Web site _____ Internet search _____ Flier or mail _____ News

Please continue to the Membership Agreement Terms and Conditions on the following pages.

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

This Membership Agreement ("Agreement") is between the undersigned person, who is desirous of becoming a full participating member of the Association of Wealth Opportunities ("AOWO"), having a place of business at 2700 Mount Vernon Road, Dunwoody GA 30338.

By signing this Agreement, a prospective member agrees to the terms and conditions of membership set forth below.

1. Definitions

Member means a person seeking membership in AOWO, who upon completion of the Application and agreement to all the terms and conditions of this Agreement has been approved as a member of the organization. A group of individuals or an incorporated entity such as a corporation may initiate a single membership and if qualified, shall be approved as a single Member; however the Investment Contribution by a Member who is a corporation or incorporated entity shall not account for more than 49% of the total investment.

Party means either Member or AOWO.

Application means the Membership Application provided by AOWO to each person seeking membership in the organization. The Application may be provided in electronic format on AOWO's web site at www.aowopps.com.

Board means the Board of Directors of AOWO.

Officer means the administrative or managerial roles appointed by the Board to administer the routine business affairs of AOWO, such as the President, Secretary, and Treasurer. The Board shall be responsible for the appointment of any Officers.

Investment Contribution means any (i) capital investment of funds or materials or (ii) investment of time, labor and skill (also known as "sweat equity") that may be required to complete an Investment Project.

Investment Unit means a Limited Liability Corporation, joint venture or other legal entity formed by one or more members of AOWO to sponsor and conduct an Investment Project. An Investment Unit may sponsor and conduct one or more Investment Projects.

Investment Project means an investment opportunity supported by the Investment Contribution of Members within an Investment Unit.

2. Application for Membership

Member declares that s/he is an adult over the age of 18 years.

Member has provided all information requested in the Application, and any other information that may be requested for initiating Member's participation in a specific Investment Project. Member hereby declares that all information provided is true and accurate to the best of Member's knowledge, information and belief. Member has read, understood and hereby accepts and agrees to all the Requirements for Membership, which have been provided by AOWO in printed form or posted on a publicly accessible section of the AOWO web site.

By signing this Agreement, Member acknowledges that s/he has had the opportunity to seek professional advice from an attorney and accounting or tax advisor as needed before entering, and Member has freely and voluntarily undertaken to enter into this Agreement.

The document entitled Requirements for Membership is hereby incorporated by reference in this Agreement, in its entirety.

3. Roles and Responsibilities

- a) AOWO, including the Board, Officers or their respective designees, shall:
 - i) oversee the operations of the Investment Units;
 - ii) implement guidelines for operation;
 - iii) approve Applications for membership;
 - iv) be responsible for final approval of Investment Projects that conform with the mission and objectives of AOWO;
 - v) the Board of Directors will approve the final accounting and the distribution of profits to be made from an Investment Project. The kind and amount of distribution will also be determined by the Board of Directors; and
 - vi) provide administrative support to the Investment Units and all other operations of the organization.
- b) The Investment Unit shall be led by those persons appointed by the Board, who shall be responsible to:
 - i) conduct a reasonable review of investment opportunities using the methods and information available to or developed by the Members in the Investment Unit or provided by AOWO;
 - ii) provide initial assessments and budget estimates for each Investment Project to AOWO and all Members;
 - iii) direct the use of the Investment Contributions of Members in the Investment Project;
 - iv) oversee the conduct of each Investment Project, including the use of Investment Contributions for the financial benefit of the Members in the Investment

Unit, while employing fundamental principles and techniques of sound investment practices; and

v) oversee the deposits, budgets, expenditures, accounting of assets and balances and profits or losses, taxes, accruals, payments, revenue recognition, reporting of taxable income to Members, and any required filing or reporting under federal, state or local law for each Investment Project.

(c) Member shall:

i) fulfill all the requirements for membership set forth in the written Requirements for Membership, which have been provided by AOWO in printed form or posted on a publicly accessible section of the AOWO web site;

ii) fully participate in the general membership activities of the AOWO, including attendance at AOWO member meetings, annual meetings and other meetings called by the Board or its designees, and in the election of the Board;

iii) volunteer time, knowledge, skills and abilities on a regular, annual basis, as may be requested by AOWO to support fulfillment of the purpose of AOWO and/or the Investment Units;

iv) participate in the identification, investigation and review of potential new Investment Projects as part of an Investment Unit;

v) promptly and timely pay all dues or any other monies, which may include but are not limited to pledged Investment Contributions, overpayments or refunds; and

vi) remain a Member in good standing for the duration of any Investment Project in which Member has invested an Investment Contribution.

4. Term

Membership shall begin on the date the Application is deemed accepted by the Board of Directors or its designees, as indicated herein by the Approval Date. Membership shall expire on the date of termination provided in any notice of termination by AOWO or Member, as provided below in section 5.

5. Termination

Termination without Cause. Either Member or AOWO may terminate this Membership Agreement and Member's membership without cause at any time by providing thirty (30) days written notice to the other party. Upon such termination without cause, Member shall be responsible to pay dues up to and including the month in which the 30 day notice period expires, and shall not be responsible to pay any additional dues thereafter. Any prepaid dues for the remainder of that year, specifically the period after the end of the 30 day notice period, shall be refunded.

Termination for Cause. Either Member or AOWO may terminate this Membership Agreement and Member's membership in AOWO for cause at any time by providing thirty (30) days written notice to the other party. AOWO may, in its sole discretion, terminate Member's membership for cause for any of the following reasons:

- a) Member fails to pay monthly dues;
- b) Member's personal, business or financial interests conflict with the business interests of AOWO;
- c) Member is declared insolvent or has an administrator or receiver appointed over all or any part of Member's assets; or
- d) Member fails to adhere to any other requirements for membership.

Upon such termination for cause, Member shall be responsible to pay dues up to and including the month in which the 30 day notice period expires. Prepaid dues for the remainder of that year, specifically the period after the end of the 30 day notice period, shall not be refunded.

Member may terminate membership for cause for any of the following reasons:

- a) AOWO fails to meet any obligation of payment of any determined return that, after full accounting for any Investment Project is determined to be due, payable and available for payment. However, if a project fails to yield a payable return on Member's investment, such failure shall not be grounds for termination for cause. In such event, Member may elect to terminate without cause, as provided hereinabove; or
- b) If AOWO becomes inoperative, insolvent, or has an administrator or receiver appointed over the assets of AOWO or any Investment Unit in which Member is subscribed.

These provisions for termination without cause and termination for cause shall apply only to termination of membership in AOWO, and shall not apply to termination of Member's participation in any particular Investment Project. Member's participation in an Investment Project and termination for any reason therefrom shall be governed by the particular terms and conditions of that Investment Project, which shall be set forth in a separate agreement governing the Investment Project.

6. Meetings

Periodic meetings of the membership shall be held regularly as determined by AOWO.

7. Investment Contributions

- a) Your Investment Contribution for an Investment Project shall be determined by the Investment Unit having oversight responsibility for that Investment Project and specified in written terms and conditions for that Investment Project which shall be made available to interested Members. Member agrees to read and understand these terms and conditions before participating in an Investment Project or making an Investment Contribution.
- b) Each Member shall share equally in profits and losses for any investment project in which that Member chooses to participate by making an Investment Contribution.
- c) An Investment Contribution to an Investment Project may be in the form of money (capital) or it may be skill or labor (sweat equity). An investment of money shall

be equivalent to an investment of skill or labor for the purpose of valuing the Member's share of the Investment Project. The value of an investment of skill or labor shall be determined according to the prevailing local fair market value for comparable services involving similar skill or labor.

d) AOWO, in its sole discretion, as decided by the Board, may elect to:

i) Liquidate and refund the Investment Contribution of a Member, at the Member's request for reasons of financial hardship; or

ii) Extend a loan to an Investment Unit whose assets have been temporarily depleted to enable completion of the activities of the Investment Unit, such loan to be repaid upon completion of the Investment Unit's activities or upon restoration of the Investment Unit's liquid assets; provided that the Board determines the activities of the Investment Unit should be continued.

e) The Investment Contribution by a Member who is a corporation or other organized or incorporated business entity in an Investment Project shall not account for more than 49% of any total investment.

8. Charitable Donations by Investment Units

Each Investment Unit shall donate Ten Percent (10%) of any **profits** accruing from each Investment Project that generates a profit directly to AOWO as a charitable donation. This charitable donation shall be used to support the administrative functions and charitable activities of AOWO.

9. Payment of Returns (Capital Investment, Profits)

a) Payment of returns on Investment Contributions and distribution of profits shall be governed by the specific operating agreement or undertaking for each Investment Project.

b) Member shall be responsible for payment of taxes (federal, state and local) on profits from the Investment Projects in which Member has made an Investment Contribution.

10. Forbidden Acts

No Member shall:

a) Have the right or authority to bind or obligate the AOWO to any extent whatsoever with regard to any matter outside the scope of the Investment Project, or to any matter within the scope of an Investment Project absent proper authorization to do so.

b) Except as may be provided in this agreement, without the unanimous consent of all the other Members in an Investment Unit and approval of the Board, no Member may assign, transfer, pledge, mortgage, or sell all or part of his or her interest in the Investment Unit to any other person whomsoever, or enter into any agreement as the result of which any person or persons not a Member shall have an interest in the Investment Unit.

c) Use the Investment Unit or AOWO's name, credit, or property for any reason unless authorized to do so by the Board.

d) Do any act detrimental to the interests of AOWO or the Investment Unit, or any act that would make it impossible to carry on the business or affairs of the Investment Unit.

11. Confidentiality

From time to time, AOWO or the Investment Units may disclose certain proprietary, non-public and confidential business information ("**Confidential Information**") to Member. Such Confidential Information owned by AOWO or the Investment Units may include but not necessarily be limited to business plans, contacts, methods of doing business, transactions, investment prospects and financial information relating to Investment Projects. Member may also own certain proprietary, non-public and confidential business information in the form of Member's independent business plans, assets, liabilities and other financial information, which shall also be considered Confidential Information under this Agreement.

a) Either Party may disclose its Confidential Information to the other Party for the purpose of transacting business under this Agreement. Any such information to be disclosed shall be identified by the disclosing Party as Confidential Information either verbally or in writing before disclosure. The Party receiving the Confidential Information undertakes to treat as strictly confidential and not to disclose to any third party any Confidential Information of the other Party; except the receiving Party may disclose the Confidential Information if its disclosure is required by a regulatory authority, by court order or by law, and additionally AOWO may disclose the Confidential Information to the Investment Units as appropriate to facilitate Member's participation in the Investment Unit.

b) Each Party undertakes not to make use of any Confidential Information of the other Party, other than in accordance with this Agreement, without the prior written consent of the other Party.

c) The obligations of confidentiality set out in this section shall not apply to Confidential Information which is (i) published or becomes generally available to the public other than as a result of a breach of the undertakings hereunder by the receiving Party, (ii) in the possession of the receiving Party prior to its receipt from the disclosing Party, as evidenced by contemporaneous written evidence, and is not subject to a duty of confidentiality, (iii) independently developed by the receiving Party and is not subject to a duty of confidentiality, (iv) obtained by the receiving Party from a third-party not subject to a duty of confidentiality.

d) The foregoing requirements of confidentiality shall remain in force for a period of five (5) years after the termination or expiry of this Agreement.

12. Intellectual Property

The Parties acknowledge that it is possible that some of the investment strategies and business techniques, plans, know-how and organizational design employed by AOWO may constitute valuable intellectual property. The Parties agree that all right, title and interest in any such intellectual property shall be vested and reside in AOWO, and may

be used by AOWO in any manner permitted under its charter of incorporation and bylaws to further the organization's interests. The Parties agree to do all acts and execute all documents necessary to allow registration, application for letters patent or other protection of such intellectual property.

13. Representations and Warranties

a) AOWO represents and warrants that it is authorized to initiate Member's membership and the operation of the Investment Units according to its articles of incorporation and bylaws.

b) AOWO warrants that it will comply with all federal, state and local law requirements for its operation.

c) Member represents and warrants that s/he has and will continue to provide all information required to facilitate Member's full, functional and efficient participation in AOWO and the Investment Units.

d) Member represents and warrants that s/he will remain a Member in good standing for the duration of any Investment Project in which the Member has made an Investment Contribution.

14. Limitations on Liability

a) AOWO shall not be responsible for any personal debts or other financial obligations, including but not limited to liens, judgments, penalties, fees or assessments, incurred by a Member acting in his or her individual capacity. Notwithstanding the foregoing, AOWO and the Investment Units shall comply with all obligations of law concerning withholding, levy or garnishment against any Member.

b) Member shall not be liable for the debts or obligation of any Investment Unit to which Member is not subscribed.

15. Notices

Any notices under this Agreement shall be in writing, signed by the relevant Party to this Agreement and delivered personally, by courier or by recorded delivery post.

If to Member:

To the mailing address provided in the Application.

If to AOWO:

The Association of Wealth Opportunities, Inc.
Attn: Board Secretary
2700 Mount Vernon Road, Dunwoody GA 30338

16. Governing Law

This Agreement shall be governed by the laws of the State of Georgia without regard to any conflict of laws provisions which may otherwise be applicable. Disputes of any provision under this agreement which may be subject to choice of laws shall be governed in their entirety by Georgia law and procedure.

17. Force Majeure

Neither Party shall be liable to the other Party or shall be in default of its obligations hereunder if such default is the result of war, hostilities, terrorist activity, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood or because of any act of God or other cause beyond the reasonable control of the Party affected. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance ("a Delay") and where they cease to do so. In the event of a Delay lasting for four (4) weeks or more the non affected Party shall have the right to terminate this Agreement immediately by notice in writing to the other Party.

18. Publicity

Member shall not use the name of AOWO, the Board, Officers or any Investment Unit in any publicity, advertising or news release without the prior written approval of AOWO.

19. Miscellaneous Provisions

a) No failure, delay, relaxation or indulgence by any Party in exercising any right conferred on such Party by this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

b) Any change in the terms of this Agreement shall be valid only if the change is made in writing, agreed and signed by the Parties.

c) The following clauses shall survive the termination or expiry of this Agreement:-

1. Definitions
9. Payment of Returns
11. Confidentiality
12. Intellectual Property
18. Publicity
19. Miscellaneous Provisions

d) This Agreement including the Application and the Requirements for Membership contains the entire understanding between the Parties and supersedes all

other agreements, negotiations, representations and undertakings, whether written or oral of prior date between the Parties relating to the subject of this Agreement. Nothing in this Agreement will, however, operate to limit or exclude any liability for fraud.

e) This Agreement shall be binding upon the respective heirs, executors, administrators, and personal representatives of the Member.

Signature page follows.

Signatures

I, the undersigned, have fully read and understood these terms and conditions and the Requirements for Membership, and hereby submit my application for membership in the Association of Wealth Opportunities, Inc. (AOWO).

Signature of Prospective Member:

Date:

Printed Name:

Signature of Spouse
(only if for a joint membership):

Date:

Printed Name:

Date Membership Approved: _____

Approved by: _____

(Print Name)