

GSP

STATEMENT OF POLICIES AND PROCEDURES

Effective January 25, 2021

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GSP

STATEMENT OF POLICIES AND PROCEDURES

Effective January 24, 2021

SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

Gold Standard Partners (hereafter “GSP” or simply the “Company”) is a values-based company that prides itself on the quality and character of its independent partners (hereinafter “Partners”). The following guidelines help ensure a uniform standard of excellence throughout our organization. Every GSP Partner 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 GSP-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 GSP, any GSP corporate officer or employee, myself, or other Partners.
- D. I will not make discouraging or disparaging claims toward other GSP Partners. I will ensure that in all GSP 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 retail customers (“Customers”) to ensure that their experience with GSP 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 GSP 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 GSP income to recruit a potential Partner(s) after I have given a copy of the Income Disclaimer to the potential Partner(s).
- G. I will abide by all of GSP’s Policies & Procedures now and as they may be amended in the future.

1.2 - Policies Incorporated Into Partnership Agreement

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of GSP, are incorporated into, and form an integral part of, the GSP Partnership Agreement (hereafter “Partnership Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Income Disclaimer, GSP Policies and Procedures, the Company Privacy Policy, the Compensation Plan, and the Partnership Agreement, and if applicable, the Business Entity Registration Form. These documents are

incorporated by reference into the Partnership Agreement (all in their current form and as amended by GSP). It is the responsibility of each Partner 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 Partner, it is the responsibility of the sponsoring Partner to provide the most current version of these Policies and Procedures prior to his or her execution of the Partnership Agreement.

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

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON A PARTNER'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A PARTNER MAY INDICATE HER OR HIS AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR, THE PARTNER'S PERSONAL WEBSITE. COMPANY MAY TERMINATE THE PARTNERSHIP AGREEMENT OF ANY PARTNER WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE PARTNER ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

1.4 - Delays

GSP 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 GSP to exercise any right or power under the Agreement or to insist upon strict compliance by a Partner 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 GSP’s right to demand exact compliance with the Agreement. Waiver by GSP can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING A PARTNER

2.1 - Requirements to Become a Partner

To become a GSP Partner, 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 GSP;
- C. Have a valid Social Security Number or Federal Tax Identification Number;
- D. Submit a properly completed and signed Partnership Agreement to GSP via electronically or by hard copy; and
- E. Submit payment of a \$99 USD enrollment fee.

2.2 - New Partner Registration by the Internet

A prospective Partner may self-enroll on the Company corporate website. In such event, instead of a physically signed Partnership Agreement, GSP will acknowledge the completion of the Agreement by accepting the “electronic signature.” This signifies that the new Partner has accepted the terms and conditions of the Partnership Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Partner and GSP. At its discretion, GSP has the right to require verification of the account holder to ensure the legitimacy of the account. This requirement may change from time to time.

2.3 - Partner Benefits

Once a Partnership Agreement has been accepted by GSP, the benefits of the Compensation Plan and the Partnership Agreement are available to the new Partner. These benefits include the right to:

- A. Sell GSP services;
- B. Participate in the GSP Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers or Partners into the GSP business and thereby build an organization and progress through the GSP Compensation Plan;
- D. Receive periodic GSP literature and other GSP communications;

- E. Participate in GSP-sponsored support service training, motivational and recognition functions; and
- F. Participate in promotional and incentive contests and programs sponsored by GSP for its Partners.

2.4–Terms and Renewal of a GSP Business

A Partner must renew their Partner status annually by submitting an annual renewal fee of \$99 USD. This payment is due on the anniversary of the Partner acceptance date. If the Partner allows his or her business to expire due to nonpayment of the renewal fee, the Partner will lose any and all rights to his or her downline organization unless the Partner re-activates within sixty (60) days following the expiration of the agreement.

If the former Partner re-activates within the 60-day time limit, the Partner will resume the rank and position held immediately prior to the expiration of the Partnership Agreement. However, such Partner's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Partner is not eligible to receive commissions for the time period that the Partner's business was expired.

Any Partner whose agreement has expired and lapsed the 60-day grace period is not eligible to reapply for a GSP business for twelve (12) months following the expiration and/or termination of the Partnership Agreement. The downline of the expired Partner will roll up to the immediate, active upline sponsor.

SECTION 3 – INCOME DISCLAIMER POLICY

A GSP Partner shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the GSP opportunity or Compensation Plan to prospective Partners or Customers.

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

A copy of the IDS must be presented to a prospective Partner (someone who is not a party to a current GSP Partnership 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 Partner earned over a million dollars last year” or “Our average ranking Partner makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Partners 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 Partner with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website or in the back office.

SECTION 4 – ADVERTISING

4.1 - Adherence to the GSP Compensation Plan

Partners must adhere to the terms of the GSP Compensation Plan as set forth in Official GSP Materials. Partners shall not offer the GSP opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official GSP Materials. Partners shall not require or encourage other current or prospective customers or Partners to participate in GSP in any manner that varies from the program as set forth in Official GSP Materials. Partners shall not require or encourage other current or prospective customers or Partners to execute any agreement or contract other than official GSP agreements and contracts in order to become a GSP Partner. Similarly, Partners shall not require or encourage other current or prospective customers or Partners to make any purchase from, or payment to, any individual or other entity to participate in the GSP Compensation Plan other than those purchases or payments identified as recommended or required in Official GSP Materials.

4.2 - Use of Sales Aids

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

During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as a Partner may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your Downline or other Partners.

4.3 -Intellectual Property

GSP 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 GSP Partners, without prior written authorization from GSP. Furthermore, no Partner may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Partner without prior written consent from the named Partner. This consent must be on file with GSP's Compliance department prior to any use. Submissions are to be sent to compliance@thegslifestyle.com

4.4 –Web Policy

If a Partner 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 Partners 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 GSP 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 GSP Corporate website when it goes elsewhere), unapproved banner ads, and unauthorized press releases. GSP will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

4.5 –Domain Names and Email Addresses

A. Domain Names, Email Addresses and Online Aliases

You cannot use or register domain names, email addresses, and/or online aliases including social media profiles, pages, accounts, groups 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 GSP by showing up as the sender of an email.

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

GSP@msn.com; www.GSPDirect.com; www.facebook.com/GSP or derivatives as described herein.

Additional examples of URLs, email addresses, and online aliases might appear as follows: facebook.com/iloveGSP; jimsmith@GSPaffiliate.net, instagram.com/GSPAustralia, Twitter.com/G999Fred

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

B. Approved Partner Websites

The term *Partner Replicated Website* refers to the Partner replicated website offered by GSP or an approved vendor to affiliates. The term *Social Networking Website* or *Social Media Website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, which includes but is not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, YouTube.com, personal blogs, etc.

C. Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or promote specific GSP services. You may not use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the GSP opportunity, including the creation of Blogs.

D. Online Retailing

Approved Partner websites are intended to provide the affiliates with the tools and means for generating leads, prospecting business, communicating with others, selling products and services, and otherwise advancing your GSP business. You may not sell GSP services on any other online retail store or ecommerce site, nor may you enlist or knowingly allow a third party (customer) to sell GSP products on any online retail store or ecommerce site.

Partners may use their own social networking profiles to advertise and promote their GSP businesses and the Company products, and direct traffic to their respective Replicated Website or the Company Corporate website. However, no actual sales of GSP products, however, may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the GSP approved library.

E. Banner Advertising

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

F. Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant.

G. Social Networking or Social Media Websites

Profiles you generate in any social community where you mention or discuss GSP must clearly identify you as a GSP Partner 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 GSP's sole discretion, and offending Partners 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 Gold Standard Partners, GS Partners or GSP. 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.

H. Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Partner Website or a URL that has been previously approved by GSP Compliance. The display URL may also be to a site that was approved by GSP Compliance which must not lead the user to assume they are being led to a GSP Corporate site or be inappropriate or misleading in any way. All requests for PPC must be submitted to GSP Compliance prior to use.

I. External Websites

You are not allowed to create your own external website to promote your GSP business or the GSP opportunity. If you wish to use an external site such as a landing page you must do the following:

- a.) Identify yourself as a Partner for GSP.
- b.) Use only the approved images and wording authorized by GSP.
- c.) Adhere to the branding, trademark, and image usage policies described in this document.
- d.) Agree to modify your website to comply with current or future GSP policies.

You are solely responsible and liable for your own landing page content, messaging, claims, and information and must ensure your website appropriately represents and enhances the GSP brand and adheres to all GSP guidelines and policies. Additionally, your page must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at GSP's sole discretion. You are encouraged to use the approved GSP images that are available through the business suite. Requests for approval must be sent to GSP Compliance prior to use.

J. GSP Partner Image Mandate

When using a Social Media or external landing page it must contain:

- a.) A GSP Partner Logo from the approved templates.
- b.) Your Name and Title (example: Jane Claudio, Partner, GSP).
- c.) A link to your Partner Replicated Website.

Although GSP brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at a Partner site, and not a GSP Corporate page.

K. Search Engine Marketing (SEO)

Members may use paid search engine marketing (such as Google AdWords). To avoid brand confusion and protect brand reputation, and in fairness to all Members, Members are not permitted to purchase sponsored GSP related advertisements on other websites or social media.

Members agree to cooperate fully with GSP in this area so that Search Engines list the GSP website as the top search result when a user makes a query containing the name “GSP”, or any other company protected trademark(s) or GSP owned content.

Members may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any GSP trademark or GSP owned content as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link used to trigger search results. If Members wish to use any such meta-tags or search-based advertising programs to advertise GSP Products or the opportunity, they may do so only using generic search terms such as, “Crypto,” “Blockchain” etc, as use of the “GSP” and “G999” names are owned by the company.

4.6 - Advertised Price

You may not advertise any of GSP’s services at a price LESS than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free membership or other such offers that grant advantages beyond those available through the Company.

4.7 -Media and Media Inquiries

Partners must not initiate any interaction with the media or attempt to respond to media inquiries regarding GSP, its services, or their independent GSP business. All inquiries by any type of media must be immediately referred to GSP’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.

4.8 - Unsolicited Email Communication

GSP does not permit Partners 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 a Partner that promotes GSP, the GSP opportunity, or GSP 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 Partner’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 a Partner receives an opt-out request from a recipient of an email, the Partner must forward the opt-out request to the Company. GSP may periodically send commercial emails on behalf of Partners. By entering into the Partnership Agreement, Partner agrees that the Company may send such emails and that the Partner's physical and email addresses will be included in such emails as outlined above. Partners shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Partners may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their GSP businesses.

4.9 - International Advertising

A GSP Partner may not, in any country without prior Company approval, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers or Members, nor conduct any other activity for the purpose of selling Company products and services, establishing a sales organization, or promoting the Company opportunity, where GSP is not officially opened for business.

SECTION 5 – OPERATING A GSP BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a GSP Partner by submitting a GSP Business Entity 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 GSP. A GSP 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 Partner(s) must provide the Entity Documents to GSP. The Partnership 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 GSP.

5.1.1 - Changes to a Business Entity

Each Partner must immediately notify GSP of any changes to the type of business entity they utilize in operating their GSP business, and the addition or removal of business associates. A GSP 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 Partnership 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 GSP.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Partners, GSP 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. A Partner can only be moved inside of the same sponsor's organization. If approved, a Partner is placed in the first available open bottom position on the date that the change is made. Partners 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 GSP.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

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

5.2.2 –Endorsements of GSP Services

No claims as to any services offered by GSP may be made except those contained in Official GSP Materials. GSP Partners agree to refrain from using words such as “Investment”, “ROI”, “Savings”, “Guarantee” or any similar words that would leave the impression that GSP, its products or services are somehow affiliated or resemble any type of banking, investment, or financial opportunity.

5.3 - Conflicts

5.3.1 – Non-Solicitations

A GSP Partner may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, “Network Marketing”). However, during the Term of this Agreement and for one (1) year thereafter, a GSP Partner may not recruit any GSP Partner or Customer for any other Network Marketing business, unless that Partner or Customer was personally sponsored by such Partner.

The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Partner or Customer to enroll or participate in

any Network Marketing opportunity. This conduct represents recruiting even if the Partner's actions are in response to an inquiry made by another Partner or Customer.

5.3.2 - Sale of Competing Goods or Services

During this agreement and for six months thereafter, Partners must not sell, or attempt to sell, any competing non-GSP programs or services to GSP Customers or Partners. Any program, product, service, or direct selling opportunity in the same generic categories as the GSP services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

If at the time of enforcement of any provision of sections 5.3.1 or 5.3.2, a court shall hold that the duration, scope or area restriction of any provision herein is unreasonable under circumstances now or then existing, you and GSP hereto agree that the maximum restricted period, scope or territory reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

5.3.3 - Targeting Other Direct Sellers

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

5.3.4 - Privacy and Confidentiality

All Partners are required to abide by the Company's Privacy Policy with regard to Partner and customer information.

5.3.5- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Partners, as well as GSP. LOS information is information compiled by GSP that discloses or relates to all or part of the specific arrangement of sponsorship within the GSP business, including, without limitation, Partner lists, sponsorship trees, and all Partner information generated there from, in its present and future forms. The GSP LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. GSP 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 GSP and its Partners. Through this Rule, Partners are granted a personal, non-exclusive, non-transferable and revocable right by GSP 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 Partner stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of GSP, such is necessary to protect the confidentiality or value of Proprietary Information. All Partners 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 Partnership Agreement on file with GSP, 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 a GSP business in accordance with the “Sale, Transfer or Assignment of GSP 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, Partners shall not represent or imply that GSP or its Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

5.6 -Identification

All Partners are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to GSP either on the Partnership Agreement or at the company’s request. Upon enrollment, the Company will provide a unique Partner Identification Number to the Partner 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, GSP will provide the necessary documents required for Partners to pay taxes in compliance with the countries where they are located as per the KYC information in their company back office. For US based Partners, GSP 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 Partner is responsible for paying local, state and federal taxes on any income generated as a Partner. If a GSP business is tax exempt, the Federal Tax Identification Number must be provided to GSP. Any Partner 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 a Partner. You have no authority to bind GSP 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 GSP Business or the acquisition, receipt, holding, selling, distributing or advertising of GSP’s services or opportunity.

Partners may not answer the telephone by saying “Gold Standard Partners, GS Partners or GSP,” “Gold Standard Partners, GS Partners or GSP Incorporated,” or by any other manner that would lead the caller to believe that they have reached GSP’s corporate offices. A Partner may only represent that he/she is a GSP

Partner. Therefore, all correspondence and business cards relating to or in connection with a Partner's GSP business shall contain the Partner's name followed by the term "Partner."

5.9–Bonus Buying

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

5.10 – Stacking

Stacking is the unauthorized manipulation of the GSP compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Partner 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 Partners 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 Partner's positions of all individuals found to be directly involved.

5.11 - One GSP Business per Partner

A Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one GSP business. No individual may have, operate or receive compensation from more than one GSP business. Individuals of the same family unit may each enter into or have an interest in their own separate GSP 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. GSP also considers individuals who share an address, payment method and contact information as members of the same household. This includes instances where addresses may be different, but payment methods and other details are shared.

5.12 - Succession

Upon the death or incapacitation of a Partner, 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 a GSP business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Partner's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Partnership Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Partner's rank/status;
- Provide GSP with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a GSP 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. GSP will issue all bonus and commission checks and one 1099 to the business entity.

5.13 - Sale, Transfer, or Assignment of a GSP Business

Although a GSP business is a privately owned, independently operated business, the sale, transfer or assignment of a GSP business is subject to certain limitations. A GSP Partner may not sell or assign his or her rights or delegate his or her position as a Partner without *prior written approval* (completed Transfer of Ownership Form) by GSP, as approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of GSP. Additionally, the following criteria must be met:

- A. The buyer or transferee must become a qualified GSP Partner. If the buyer is an active Partner, they must first terminate their GSP business and wait six calendar months before acquiring any interest in the new GSP business;
- B. Before the sale, transfer, or assignment can be finalized and approved by GSP, any debt obligations the selling Partner has with GSP must be satisfied; and
- C. The selling Partner 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 a GSP business.

5.14 - Separation of a GSP Business

GSP Partners sometimes operate their GSP 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 Partners and the Company in a timely fashion, GSP will involuntarily terminate the Partnership 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 GSP business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize GSP to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the GSP business jointly on a “business-as-usual” basis, whereupon all compensation paid by GSP 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 a Partner 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 GSP split commission and bonus checks between divorcing spouses or members of dissolving entities. GSP will recognize only one downline organization and will issue only one

commission check per GSP 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 Partnership Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original GSP 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 calendar months from the date of the final dissolution before re-enrolling as a Partner. In either case, however, the former spouse or business affiliate shall have no rights to any Partners in their former organization or to any former customer. They must develop the new business in the same manner as would any other new Partner.

5.15- Sponsoring

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

SECTION 6 – RESPONSIBILITIES OF PARTNERS

6.1 - Change of Address, Telephone, Email-Address

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

6.2 – Sponsoring Partner Responsibilities

6.2.1 – Initial Training

Any Partner who sponsors another Partner into GSP must perform a bona fide assistance and training function to ensure that their downline is properly operating their GSP business. Partners 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 Partners before the applicant signs a Partnership Agreement.

6.2.2 – Ongoing Training Responsibilities

Partners must monitor the Partners in their downline organizations to ensure that downline Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Partner should be able to provide documented evidence to GSP of their ongoing fulfilment of the responsibilities of a Sponsor.

6.3 – Non-Disparagement

Partners must not disparage, demean, or make negative remarks about or towards GSP, other GSP Partners, GSP’s services, the Compensation plan, or GSP’s owners, board members, directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by GSP.

6.4 - Reporting Policy Violations

Partners observing a Policy violation by another Partner should submit a written report of the violation directly to the attention of the GSP 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 annual membership program is currently not automatically renewed and must be manually renewed. The Partner may make adjustments to their monthly subscription in the back office of the GSP website. Partners will receive a notification email when their renewal date is approaching.

SECTION 8 – COMMISSIONS AND REFUND POLICY

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, a Partner must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. A Partner 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. A Partner 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 a Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Partner must notify GSP in writing within 30 days of the date of the purported error or incident in question. GSP will not be responsible for any errors, omissions, or problems not reported to the Company within 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 a Partnership Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Partner or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Partners or Customers (“phantoms”); (d) purchasing GSP services on behalf of another Partner or Customer, or under another Partner’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 GSP, 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, Partner whose Partnership 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).

A GSP 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 GSP.

8.5 – Refund Policy

For both Customers and Partners alike, the GSP offers a 30-day satisfaction guarantee on all initial fees paid to the company. All subsequent fees are nonrefundable. When a refund is requested the bonuses and commissions attributable to the refunded service will be deducted from said Partner who received bonuses or commissions on such sales. Partners will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

8.6 - Chargebacks

GSP does not currently support credit card transactions of any kind. However, if credit card payments are accepted in the future, this policy will apply.

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When GSP receives a chargeback notice, the account in which the product or service was purchased is immediately blocked, and all related services in the account are deactivated. In the interest of caution, GSP considers chargebacks to be the result of fraud and suspends all accounts for at least 30 days or until the issue is addressed. GSP reserves the right to charge \$50 to reinstate an account that has been inactivated due to a chargeback notification.

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 a Partner 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 Partner's GSP business), may result, at Gold GSP's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;

- Requiring the Partner 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 a Partner all or part of the Partner’s bonuses and commissions during the period that GSP is investigating any conduct allegedly contrary to the Agreement. If a Partner’s business is cancelled for disciplinary reasons, the Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual’s Partnership Agreement for one or more pay periods;
- Involuntary termination of the offender’s Partnership Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which GSP deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Partner’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 GSP.

9.2 –Dispute Resolution

THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS A PARTNER MAY HAVE AGAINST GSP, OR CLAIMS GSP MAY HAVE AGAINST A PARTNER, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE PARTNERSHIP AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE PARTNERSHIP AGREEMENT OR THE PARTNERSHIP AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES’ MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE PARTNERSHIP AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT (“FAA”) SHALL GOVERN THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy, claim or dispute of whatever nature arising between Partner, on the one hand, and GSP and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Partnership Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the GSP services, or the commercial, economic or other relationship of Partner and Company and/or the Related Parties (for purposes of this Section, each a “party”), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise (“Dispute”), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided herein.

A. Mediation

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to Judicial Arbitration and Mediation Services (JAMS) for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

B. Arbitration

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of \$2 million, a panel of three arbitrators, in GSP, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision in this Section herein, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts chosen by GSP exclusively.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Partnership Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

C. Class Action Waiver

THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.

To the fullest extent allowed by law: 1) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Partner, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that GSP bear any costs unique to arbitration (which Company shall bear); and 2) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

Nothing in these Policies and Procedures shall prevent GSP 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 GSP'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.

9.3 - Governing Law, Jurisdiction, and Venue

Any party may seek specific performance, and any party may seek to compel each other party to comply with this Dispute Resolution Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the parties consent to exclusive jurisdiction and venue in the courts chosen by GSP exclusively. The pendency of mediation or arbitration shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.

SECTION 10 – WARRANTIES AND LIMITATIONS OF LIABILITY

10.1- Warranty; Disclaimer

GSP warrants to Partners that the Company services as and when delivered by GSP shall be free from material defects. GSP's sole obligation to Partners, and Partners' sole and exclusive remedy, for breach of this warranty shall be to return any defective Company services and receive a replacement or refund as described in Section 8.5.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GSP HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE COMPANY SERVICES, THE SALES PROGRAM, COMPANY MARKETING MATERIALS, COMPANY BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE PARTNERSHIP AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

10.2 –Limitation of Liability

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A PARTNER OR GSP (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 9) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE PARTNERSHIP AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY SERVICES, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTNER OR GSP (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

SECTION 11 - EFFECT OF CANCELLATION

11.1- Effect of Cancellation and Termination

So long as a Partner remains active and complies with the terms of the Partnership Agreement and these Policies, GSP shall pay commissions to such Partner in accordance with the Compensation Plan. A Partner's bonuses and commissions constitute the entire consideration for the Partner's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following a Partner's non-continuation of his or her Partnership Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Partnership Agreement (all of these methods are collectively referred to as "Cancellation"), the former Partner 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. Partners waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following a Partner's cancellation of his or her Partnership Agreement, the former Partner shall not hold him or herself out as a GSP Partner and shall not have the right to sell GSP products or services. A Partner whose Partnership 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).

A GSP 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 GSP. The written notice must include the Partner's signature, printed name, address, and Partner ID Number.

11.2- Non-Renewal

A Partner may also voluntarily cancel their Partnership Agreement by failing to pay the renewal fee. Partners have a 60 day grace period to get back into compliance for failure to pay the administrative fee.

SECTION 12 – DEFINITIONS

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

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

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

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

PARTNER: An individual, who purchases product(s), generates sales and business building commissions.

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

ORGANIZATION: The Customers and Partners placed below a particular Partner.

OFFICIAL GSP MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by GSP to Partners.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of GSP'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 GSP Partner or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

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

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

