

GCOOP® USA CORPORATION
GCOOPER Terms & Policies

1. The Agreement. The term “Agreement” collectively refers to these Terms and Policies, the Arbitration & Dispute Resolution Policy, the Business Entity Addendum (applicable only to GCOOPERS who join as a Business Entity), and the GCOOP USA Compensation Plan. All documents are available in your GCOOPER MyOffice website. Independent GCOOPERS shall be referred to herein as “GCOOPERS.” GCOOP USA CORPORATION shall be referred to as “GCOOP USA” or the “Company.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. W-9 Form Required. You must submit a properly completed IRS Form W-9 to GCOOP USA **within 3 days of enrollment** as a GCOOPER to receive any compensation from GCOOP. Failure to submit a W-9 will result in the cancellation of your GCOOP USA business.

3. Adherence to the Agreement. GCOOPERS must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your GCOOPER MyOffice website. You must review the Terms and Policies within three days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your GCOOP USA Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from GCOOP USA.

4. Changes to the Agreement. The Company reserves the right to change the Agreement at its reasonable discretion. Changes shall be effective 30 days after notice and

publication of the changed provisions in each GCOOPER’s MyOffice website, but changes shall not apply retroactively to conduct that occurred prior to the effective date of the change. If you do not agree to any change, your recourse is to cancel your GCOOP USA Agreement.

5. Enrollment. The following rules must be followed when enrolling a new GCOOPER:

- When enrolling in as a GCOOPER, the enrollee must provide correct information (SSN, DOB, etc.). Knowingly providing false information to the Company will result in the GCOOPER’s cancellation.
- GCOOPERS must maintain the accuracy of their personal information by immediately updating it in their MyOffice website when a change occurs (change of contact information, change of holders etc.). GCOOPERS shall inform the company of changes to their banking information via email to info.us@gcoop.com or through the 1:1 inquiry message board in MyOffice.
- Once issued, a GCOOPER's ID number cannot be changed.

6. GCOOPERS’ Rights. GCOOPERS for GCOOP USA CORPORATION (hereinafter “GCOOP USA, “):

- Have the right to sell, and solicit orders for, GCOOP USA products in accordance with these Terms and Policies and to earn a profit on their sales. It is within the exclusive right of GCOOP USA to accept or reject orders submitted by GCOOPERS;
- Have the right to enroll others as GCOOPERS;
- If qualified, have the right to earn commissions pursuant to the GCOOP USA Compensation Plan.

7. Independent Contractor Status. GCOOPERS are independent contractors

and not employees, partners, legal representatives, or franchisees of GCOOP USA, Inc. GCOOPERS are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **GCOOPERS SHALL NOT BE TREATED AS A GCOOP USA EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** GCOOP USA is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from GCOOPERS' compensation. GCOOPERS are not entitled to workers compensation or unemployment security benefits of any kind from GCOOP USA.

8. Assignment of Rights and Delegation of Duties. GCOOPERS may not assign any rights under the Agreement without the prior written consent of GCOOP USA, Inc. Any attempt to transfer or assign the Agreement without the express written consent of GCOOP USA renders the Agreement voidable at the option of GCOOP USA and may result in termination of your GCOOP USA business.

If the assets of GCOOP USA, or a controlling ownership interest in GCOOP USA, is transferred to a third party, GCOOP USA may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

9. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

10. Waiver of Right of Publicity. GCOOPERS grant GCOOP USA an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising

or promotional materials, including but not limited to use in online forums. GCOOPERS waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

11. Eligibility Requirements. The following persons are not eligible to be GCOOPERS;

- Persons under age 18;
- Persons who do not have a valid U.S. Social Security Number or a Taxpayer Identification number
- Persons who are stockholders or members of the Executive Board of GCOOP.

Any ineligible business is subject to cancellation by the Company.

12. Severance. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a GCOOPER against GCOOP USA shall not constitute a defense to GCOOP USA's enforcement of any term or provision of the Agreement.

13. Term and Renewal of a GCOOP USA Business. The term of this Agreement is one year from the date on which the last .1 BV is generated under a GCOOPERS account. GCOOPERS must generate at least .1 BV through their personal purchase or the purchase of one of their personally sponsored GCOOPERS and/or consumers on a rolling 12 month basis. If at least .1 BV is not generated within 12 months from the previous .1 BV order under your account, your

GCOOPER Agreement will terminate and your status will be converted to a consumer. GCOOP USA reserves the right to terminate all GCOOPER Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company either at its principal business address or via the GCOOPER's MyOffice website.

14. Maryland Residents: A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

15. General Conduct. GCOOPERS shall safeguard and promote the good reputation of GCOOP USA and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. GCOOPERS shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which GCOOPERS must adhere pursuant to this section, the following standards specifically apply to GCOOPERS' activities:

- Deceptive conduct is always prohibited. GCOOPERS must ensure that their statements are truthful, fair, accurate, and are not misleading;
- If a GCOOPER's GCOOP USA business is cancelled for any reason, the GCOOPER must discontinue using the

GCOOP USA name, and all other GCOOP USA intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.

- GCOOPERS may not represent or imply that any state or federal government official, agency, or body has approved or endorses GCOOP USA, its program, or products.
- GCOOPERS must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that reasonably could be foreseen to damage the Company's reputation or the culture that exists within the field sales force;
- GCOOPERS shall not utilize a GCOOP business or any GCOOP platform to promote, advocate, or express any political, social or religious position.

16. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, if a GCOOPER utilizes any form of social media in connection with her GCOOP USA business, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the GCOOPER agrees to each of the following:

- GCOOPERS are responsible for the content of all material that they produce and all of their postings on any social media site, as well as *all* postings on any social media site that they own, operate, or control.
- GCOOPERS shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any indi-

vidual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.

- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to GCOOP's Online Shop.
- It is each GCOOPER's responsibility to follow the social media site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a GCOOPER that is used to discuss or promote GCOOP USA's products, or the GCOOP USA opportunity may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than GCOOP USA.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a GCOOPER may not use any social media site on which they discuss or promote, or have discussed or promoted, the GCOOP USA business or GCOOP USA's products to directly or indirectly solicit anyone for another direct selling or network marketing program (collectively, "direct selling").
- During the term of the Agreement, a GCOOPER shall not take any action on any social media site on which they discuss or present, or have discussed or presented, GCOOP USA's products or the GCOOP USA business that may reasonably be foreseen to draw an inquiry from other GCOOPERS relating to the posting GCOOPER's other business activities or products.
- If a GCOOPER creates a business page on any social media site to promote or relates to GCOOP USA, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than GCOOP USA and its products. If the GCOOPER's GCOOP USA

business is cancelled for any reason or if the GCOOPER becomes inactive, the GCOOPER must deactivate the page.

- GCOOPERS shall respect the privacy of other social media users. GCOOPERS shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming or bullying others.
- GCOOPERS shall not utilize any social media platform to promote, advocate, or express any political, social or religious position.

17. GCOOPER Web Sites, Mobile Applications and Collateral Sales Tools.

GCOOPERS may create their own websites or mobile applications, and other collateral sales tools to promote their GCOOP USA business or GCOOP USA's products and services (websites, mobile applications and collateral sales tools shall be collectively referred to as "Tools." Official GCOOP USA supplied Tools are the only online forum through which GCOOP USA products may be sold and new GCOOPER enrollments may be transacted (prohibited online forums include, but are not limited to, GCOOPERS' external websites, online auctions and classified listings). All Tools must comply with all of the GCOOP Terms & Policies, as well as each of the following:

- Prior to going live with Tools, the GCOOPER must submit a draft of the Tool(s) (or a beta site in the case of a mobile app or external website) to the Company for review and receive the Company's written authorization to use the website. Following approval, any amendments to the Tools must also be submitted to the Company and receive written approval before going live;
- Tools may not take and/or process product or service orders, sales or enrollments.
- Any external website (or mobile app) must be directed to GCOOP's Online Shop to process sales and/or enrollments.

- The Tools must clearly and conspicuously identify the GCOOPER who is using the Tools and must clearly and conspicuously disclose that he/she is a GCOOP USA Independent GCOOPER, and that the Tools are not GCOOP USA's corporate Tools.
- Upon cancellation of an independent GCOOPER's GCOOP USA Agreement for any reason, the former GCOOPER must immediately discontinue using the Tools and/or making them available to other GCOOPERS;
- The Tools must exclusively promote GCOOP USA's products and GCOOP USA's opportunity;
- The Tools must comply with all provisions of these Terms & Policies;
- GCOOPERS shall publish all changes to the Agreement, and all notifications issued by the Company, on their websites within 30 days from the date on which the initial notice is announced by the Company;
- GCOOPERS may not utilize paid advertising, which includes, but is not limited to, the use of sponsor links on any advertisement or paid search engine advertising;
- GCOOPERS must notify the Company in writing of any change to his/her website's domain.

GCOOP USA reserves the right to rescind approval for any approved website, and GCOOPERS waive all claims against GCOOP USA, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

The GCOOPER who submitted the Tools to the Company waives all claims to remuneration for such use and grants GCOOP USA an irrevocable license to use the Sales Tools, and to allow GCOOP USA to provide the Tools to other GCOOPERS free of charge, as the Com-

pany deems appropriate.

18. Trademarks and Copyrights. The name "GCOOP USA" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of GCOOP USA. The Company grants GCOOPERS a limited license to use its trademarks and trade names in promotional media for so long as the GCOOPER's Agreement is in effect. Upon cancellation of a GCOOPER's Agreement for any reason, the license shall expire and the GCOOPER shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may a GCOOPER use any of GCOOP USA's trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

GCOOP USA commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, GCOOPERS, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. GCOOPERS may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. GCOOPERS shall not copy any such materials for their personal or business use without the Company's prior written approval.

19. Sales Outlets. GCOOPERS may sell GCOOP products through Care Cella or Shop in Shop retail shops. These locations are pre-authorized by GCOOP USA. GCOOPERS may also sell GCOOP merchandise in other brick and mortar retail outlets and display it on store shelves, but may not display any GCOOP logo, trademark, product photograph, product image, or other

material that GCOOP (in its sole discretion) believes relates to GCOOP merchandise, in any retail outlet. GCOOPERS may sell GCOOP merchandise at professional conventions upon receipt of the Company's written approval. GCOOPERS may not sell merchandise to any individual or entity that re-sells or distributes the merchandise.

20. Online Sales Forums. GCOOPERS may not sell GCOOP merchandise through any online sales site that is not an authorized reseller of GCOOP merchandise. This prohibition includes, but is not limited to, prohibiting sales of GCOOP merchandise on eBay, Amazon, and Alibaba.

21. Change of Sponsor. A GCOOPER may only change his/her sponsor through his/her MyOffice website. The sponsor change must be made within 24 hours from time of the GCOOPER's enrollment. If no change is made within such time, the GCOOPER must cancel his/her GCOOP business and wait six calendar months before re-enrolling under another sponsor.

22. Waiver of Claims. GCOOPERS WAIVE ANY AND ALL CLAIMS AGAINST GCOOP USA, ITS PARENT OR SUBSIDIARY COMPANIES, IT'S OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS THAT RELATE TO OR ARISE FROM GCOOP USA'S DECISION REGARDING THE DISPOSITION OF ANY GCOOPER WHO IMPROPERLY CHANGES ORGANIZATIONS, OR ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A GCOOPER WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.

23. Soliciting GCOOPERS in Other Organizations. GCOOPERS may not sponsor, nor attempt to sponsor, a GCOOPER whom he/she knows, or should know, is a GCOOPER who has been sponsored by another GCOOPER. Similarly, a GCOOPER

("GCOOPER #1") shall not encourage or entice an existing GCOOPER to cancel his/her GCOOP business and enroll in the organization of GCOOPER #1.

24. Product Claims. GCOOPERS must not make claims, including but not limited to testimonials, about GCOOP USA's products or services that are not contained in official GCOOP USA literature or posted on GCOOP USA's official website. Under no circumstances shall any GCOOPER state or imply that any GCOOP USA product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

25. Weight Loss Testimonials. If a GCOOPER makes a weight loss testimonial in connection with GCOOP USA's products, the GCOOPER must adhere to each of the following:

- The GCOOPER making the testimonial must clearly and conspicuously disclose that he/she is an independent GCOOPER for GCOOP USA;
- The testimonial must be true and accurate, and must disclose all additional material information that impacted his/her weight loss (*e.g.*, changes in lifestyle or exercise habits, use of diet pills, etc.);
- No testimonial may be made relating to use of the Company's products and their impact on the any weight-related illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

26. Income Claims. When presenting or discussing the GCOOP USA opportunity or Compensation Plan to a prospective GCOOPER, GCOOPERS may not make income projections, income claims, income testimonials, or disclose their GCOOP USA income (including, but not limited to, the showing of checks, copies of checks, bank

statements, or tax records), or the income of any other GCOOP USA GCOOPER. Nor may GCOOPERS make “lifestyle” income claims. A “lifestyle” income claim is a statement or depiction that infers or states that the GCOOPER can enjoy a luxurious or successful lifestyle due to the income they earn from their GCOOP USA business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that a GCOOPER was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.

27. Compensation Plan and Program Claims. When presenting or discussing the GCOOP USA compensation plan, you must make it clear to prospects that financial success in GCOOP USA requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It’s a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I’ll build your downline for you.
- The Company does all the work for you.
- You don’t have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan and the Company’s program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a GCOOPER without commitment, effort, and sales skill.

28. Media Inquiries. GCOOPERS must

not interact with the media regarding the GCOOP USA business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to GCOOP USA’s marketing department.

29. Non-GCOOP Business Activities. If a GCOOPER is engaged in another network marketing program, it is the responsibility of the GCOOPER to ensure that his or her GCOOP USA business is operated entirely separate and apart from all other businesses and/or Network Marketing programs. To this end, the GCOOPER must not:

- Display GCOOP USA promotional material, sales aids, or products with or in the same location as, any non-GCOOP USA promotional material or sales aids, products or services (Pinterest and similar social media sites are exempt from this provision).
- Offer the GCOOP USA opportunity, products or services to prospective or existing consumers or GCOOPERS in conjunction with any non-GCOOP USA program, opportunity or products.
- Offer, discuss, or display any non-GCOOP USA opportunity, products, services or opportunity at any GCOOP USA-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.
- Publish a statement in any location that the GCOOPER has used to promote GCOOP or its products (including but not limited to a social media site) that that can reasonably be foreseen to draw an inquiry from another GCOOPER regarding the other business.

30. Confidential Information. “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to GCOOPERS

and/or consumers: (a) that is contained in or derived from any GCOOPERS' respective GCOOPER MyOffice website; (b) that is derived from any reports issued by GCOOP USA to GCOOPERS to assist them in operating and managing their GCOOP USA business; and/or (c) to which a GCOOPER would not have access or would not have acquired but for his/her affiliation with GCOOP USA. Confidential Information constitutes proprietary business trade secrets belonging exclusively to GCOOP USA and is provided to GCOOPERS in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than GCOOPER's use in building and managing his/her Independent GCOOP USA business.

31. Handling Personal Information. If you receive Personal Information from or about prospective GCOOPERS or consumers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a consumer's, potential consumers, GCOOPERS and prospective GCOOPERS' name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

32. Bonus Buying. Bonus buying is prohibited. Bonus buying is the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end user consumers for actual use or the enrollment of *bona fide* GCOOPERS.

33. Limitations on Individual and Household Businesses. GCOOPERS may own, operate, control, or have an interest in, only

one GCOOP USA business, and there may be only one GCOOP USA business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home. Married couples residing at the same address may not have separate GCOOP businesses or accounts. Direct family members (which include parents and their children residing in the same household) may have their own GCOOP business.

34. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance of a GCOOPER engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the GCOOPER. "Knowledge" of misconduct is not limited to actual knowledge. If a GCOOPER engages in acts or omissions that the GCOOPER knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the GCOOPER, the GCOOPER shall be deemed to have knowledge of the violation.

35. Business Entities. A GCOOPER may form an S corporation or a C corporation to hold a GCOOP business. S and C corporations are the only form of business entity that GCOOP USA will accept as a GCOOPER. If the Company does not notify a Business Entity that its GCOOPER application has been accepted and approved within 15 from the date of the GCOOPER application, the Business Entity enrollment is denied.

The acts or omissions of any shareholder of a corporation shall be imputed to the individual owners of the corporation and the corporation and each shareholder shall be jointly and severally responsible

for the acts or omissions of each shareholder and/or the corporation.

36. Enrolling as a Business Entity. Only GCOOPERS at the Ruby rank or higher may enroll as a Business Entity or transfer their business into a Business Entity. The CEO or the primary shareholder of the Business Entity must be the principal contact person for the GCOOP business and shall be the only person with authority to enroll the Business Entity as a GCOOPER.

37. Tampering With Product Packaging. GCOOP USA products must be sold in their original packaging. GCOOPERS shall not alter the original packaging or labeling.

38. Negative Comments. Complaints and concerns about GCOOP USA should be directed to the Customer Service Department. GCOOPERS must not disparage, demean, or make negative remarks to third parties or other GCOOPERS about GCOOP USA, its owners, officers, directors, management, other GCOOP USA GCOOPERS, the Marketing and Compensation plan, or GCOOP USA's directors, officers, or employees. Disputes or disagreements between any GCOOPER and GCOOP USA shall be resolved through the dispute resolution process, and the Company and GCOOPERS agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

39. Sales Receipts. GCOOPERS must provide their retail consumers that purchase merchandise directly from the GCOOPER with **two copies** of an official GCOOP USA sales receipt at the time of the sale and advise them of the three day right to rescind the transaction, which is set forth on the receipt. GCOOPERS must maintain all retail sales receipts for a period of two years and furnish them to GCOOP USA at the Company's request. Sales receipts can be downloaded in PDF format from your MyOffice website.

40. Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to GCOOP USA for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline GCOOPERS who received bonuses and commissions on the sales of the refunded products. If it is the responsibility of a GCOOPER to issue a refund to a consumer, but GCOOP USA issues the refund, the Company may deduct the amount refunded to the consumer in the same fashion from the GCOOPER's subsequent bonuses and commissions.

GCOOP USA reserves the right to withhold or reduce any GCOOPER's compensation as it deems necessary to comply with any garnishment or court order directing GCOOP USA to retain, hold, or redirect such compensation to a third party.

41. Return of Merchandise and Sales Aids by GCOOPERS Upon Cancellation or Termination. Within 30 days from the cancellation or termination of a GCOOPER's Agreement, the GCOOPER may return products and Sales Tools that he or she personally purchased from GCOOP USA within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Louisiana, Massachusetts and Wyoming) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the GCOOPER's cancellation or termination. Upon the Company's timely receipt of returned goods and confir-

mation that they are in currently marketable condition, the GCOOPER will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as non-returnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. MyOffice website MyOffice fee is not refundable except as may be required under applicable state law.

42. Product Exchanges. Product exchanges are available only to the original buyer from the Company if the buyer receives damaged or defective merchandise (The Company will also pay for return shipping). Merchandise purchased from third-parties are not eligible for an exchange.

43. Montana Residents: A Montana resident may cancel his or her GCOOPER Agreement within 15 days from the date on which this application is submitted and may obtain a full refund for any consideration he/she paid within such time period to participate in the program.

44. Louisiana, Massachusetts and Wyoming Residents: If you cancel your GCOOPER Agreement, upon receipt of your written request, GCOOP USA will refund 90% of the costs you have incurred to participate in the program during the current year.

45. Other Cancellation Rights. Consumers and newly enrolled GCOOPERS have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and

over have 15 days to cancel and receive a full refund. An explanation of these rights is on the sales receipt. GCOOPERS shall comply with all legal obligations regarding exchanges, refunds, returns, and product cancellations.

46. Disciplinary Sanctions. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a GCOOPER that a reasonable person could foresee could cause damage to the Company's reputation or goodwill, may result in the suspension or termination of the GCOOPER's GCOOP USA business, and/or any other disciplinary measure that GCOOP USA deems appropriate to address the misconduct. In situations deemed appropriate by GCOOP USA, the Company may institute legal proceedings for monetary and/or equitable relief.

47. Indemnification. GCOOPERS agree to indemnify GCOOP USA for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that GCOOP USA incurs resulting from or relating to any act or omission by GCOOPER that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. GCOOP USA may elect to exercise its indemnification rights through withholding any compensation due the GCOOPER. This right of setoff shall not constitute GCOOP USA's exclusive means of recovering or collecting funds due GCOOP USA pursuant to its right to indemnification.

48. Effect of Cancellation. A GCOOPER whose business is cancelled for any reason will lose all GCOOPER rights, benefits and privileges. This includes the right to represent yourself as an Independent GCOOP USA GCOOPER, to sell GCOOP USA products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the

GCOOPER and the GCOOPER's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, or MyOffice website or renewal fees if a GCOOPER's business is cancelled.

49. Voluntary Cancellation. A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation shall be effective by: (a) submitting written Membership withdrawal form to the Company at its principal business address or by cancelling his/her business through the GCOOPER MyOffice website; (b) the Company may (but is not required to) rely on any public announcement of resignation or cancellation by the GCOOPER (including but not limited to any announcement on social media) as an effective cancellation; (c) failure to pay MyOffice website and MyOffice Website fees; or (d) Revoking your authorization to contract electronically. If a GCOOPER is also on the autoship program, the GCOOPER's autoship order shall also be cancelled.

50. Cancellation for Inactivity and Conversion. If a GCOOPER fails to generate any Business Volume in his/her account in any rolling 12 consecutive month period his/her GCOOP business will be cancelled for inactivity and his/her status shall be converted to a consumer.

51. Business Transfers. A GCOOPER may not transfer his/her GCOOP business to a third party except upon his/her death as provided in Policy 52.

52. Transfer Upon a GCOOPER's Death. A GCOOPER may devise his/her business to his/her heirs. Because GCOOP USA cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a corporation and GCOOP USA will transfer the business and issue commissions to the business entity. In the case of a business transfer via testamen-

tary instrument, the beneficiary of the business must provide GCOOP USA with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a GCOOP USA GCOOPER Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

53. Business Distribution Upon Divorce. GCOOP USA is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. GCOOP USA will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the GCOOP USA business must also execute and submit a GCOOP USA GCOOPER Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

54. Transfer of a Business Entity. A GCOOP business may be transferred to a third-party so long as the transfer complies with the law of the state in which the business entity is incorporated.

55. Inducing GCOOPERs to Violate the Agreement. GCOOPERs shall not directly or indirectly induce, encourage, or assist another GCOOPER to violate the Agreement.

56. Reporting Errors. If a GCOOPER believes that GCOOP USA has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the GCOOPER's income, he/she must report it to the Company in

writing within 60 days from the date on which the mistake occurred. While GCOOP USA shall use its best efforts to correct errors reported more than 60 days after the date of the error, GCOOP USA shall not be responsible to make changes or remunerate GCOOPERS for losses for mistakes that are reported more than 60 days after the mistake occurs.

57. International Activities. GCOOPERS may not sell GCOOP USA products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business. Similarly, GCOOPERS shall not directly or indirectly distribute or transfer the Company's products, publications, sales materials and/or promotional materials to any foreign country that the Company has not announced is officially open for business. To change the country in which you conduct business (a GCOOPER may only change the country in which he/she conducts business once), a GCOOPER must:

- Hold the rank of Bronze or above in the country in which he/she currently conducts business;
- Meet the qualifications specified in the country in which he/she wishes to conduct business; and
- Submit a country change request to GCOOP USA and receive written approval from the Company.

Failure to follow these requirements will result in the cancellation of the GCOOP business in the unauthorized country(s).