

POLICIES & PROCEDURES

Global Wealth Trade Corporation

June 2010

POLICIES AND PROCEDURES

The Application Form, Terms & Conditions, Policies & Procedures and Variable Business Plan™ collectively are the contract which governs the relationship between Global Wealth Trade Corporation (hereinafter referred to as “GWT”), and any person or entity that engages in business as an Independent Member of GWT products (hereinafter referred to as “member”). The terms “you” and “your” refer to each member, “We, us, our,” and the “Company” refer to GWT. Retailers are considered members, and members who purchased a product package are referred to as ranked members.

When you become a member, you are in business – and immediately have access to your website, shopping cart and Back Office. Follow the instructions in the Welcome Letter email to order your business cards. If you have received no Welcome Letter email within 3 business days of submitting your application, you are responsible to contact the Head Office to confirm your contact information.

As an Independent member of GWT, you are required to read, understand and comply with the rules, regulations, policies and procedures contained in your contract; GWT may change these policies and rules from time to time at its sole discretion. Updates to the contract may be found on the official company website. Violation of the contract by a member may result in immediate termination of his/her membership.

GWT honours all Federal, Provincial/State and local regulations governing direct sales and network marketing. Members are required to honor all of the rules and regulations governing network (multi-level) marketing as regulated by Federal, Provincial/State, and local authorities. Failure to comply with said statutes and regulations could result in the termination of the membership.

QUALIFICATION FOR MEMBERSHIP

Any person who is of legal age may apply to become a member of Global Wealth Trade Corporation. Anyone under the legal age to contract must have the consent of their parent/guardian. On receipt of a signed application, faxed application or on-line application, GWT, at its sole discretion, can accept or reject an application. Once the application has been accepted, the person officially becomes a member of GWT and will be sent a Welcome Letter email containing log-in information and instructions. Please note that the new member must go online through their Back Office to place the order

ONLINE APPLICATION

Online applications are encouraged as the enroller enters the new member’s information and the new member is immediately placed in the genealogy. If a new member qualifies for a rebate, then the enroller must inform the Head Office within 2 business days; if there is no such confirmation, then after 2 business days the member will be entered with a full package.

The membership will be terminated without recourse if payment is not received within 7 days; the affected person is free to re-apply at any time.

To be a successful member, one must focus on an effective and profitable retail and wholesale business. The primary areas of importance are:

1. Education in the quality and value of GWT products;
2. Acquiring the skills to introduce the GWT products and opportunity to your prospects;
3. Developing the leadership skills to teach others how to duplicate this business opportunity and distribution system.

In the Variable™ Compensation Plan, members may only sponsor two new members directly into their front-line. All other personally-enrolled members will be selectively placed within their own Group for the benefit of either the left team or the right team; at the discretion of the enroller.

Each product package includes a business start component; your investment of \$597 in a turn-key business covers the first year membership fee of \$138, the website and shopping cart, and administration and business tools; this investment is one time for as long as you are a member. Please note that all funds are in US dollars, and may incur a currency conversion and a processing fee.

A Retailer position is available for those who wish to build a business. Retailers are able to earn retail profit and support bonus, but will be charged 25% for any wholesale order and 25% of each retail profit on customer orders placed through their website. Retailers can also choose to contribute to their SAC account every month; in such case they will also accumulate volume from all downline group sales, however, they will not receive Team Earnings commissions until they become a ranked member. Upgrades to a ranked member can be done at any time by paying the full price of the package; if the upgrade is done within 7 days of becoming a member, then the Retailer payment will be treated as a deposit toward the ranked package.

All members are required to choose product within 30 days from the approval date or upgrade date incorporating their Shopping Account Credits (SAC).

Change of enroller is not permitted.

ENROLLER

GWT encourages people to join with the member who brought them to their first presentation. An Enroller – the member personally introducing a person to GWT, and who would be paid the support bonus on a resulting product package sale – will have 30 days from the time a person first registers for a presentation, to encourage that person to become a member. Members are encouraged to keep a copy of the survey as proof of the date that their prospect participated in a Tour. During that 30 days, the person cannot join GWT with another member as the enroller; except with the original enroller's written permission. After that time period, while the person can still join with the member as his Enroller, the person will be free to choose another member as their Enroller.

GWT shall regard the first signed application, via hand, mail, e-mail (reply) or fax, received by the GWT corporate office as binding; subject to the preceding paragraph. The Enroller will receive future bonuses and incentives from the new member's activity commencing as of the date the application is approved by GWT.

ENROLLER AND SPONSOR RESPONSIBILITIES

The GWT Support System is an important part in ensuring the success of each and every member. You must fulfill your leadership responsibilities as an Enroller and as a Sponsor. There are three parts to providing support for your group over time:

1. Getting started: *SUPPORT*

You have just started and do not fully understand the system, use qualified upline team members to present the Toru and the Compensation Plan for you.

2. Building your business: *TRAINING*

After some time of listening to your upline team members expanding the system and answering questions, you are now ready to start doing the same.

3. Maintaining your business: *MOTIVATION*

Your group has grown and is providing a comfortable income. While the GWT system ensures that most members continue their monthly SAC contributions (the basis for your monthly residual), you need to ensure that the leaders you have developed in your group stay motivated and continue to build your business.

Proof of performance of such activities must be kept, and made available to GWT on request. Failure to provide satisfactory proof of such activities can result in involuntary resignation.

A member who enrolls other members is obligated to provide optimal service and training for those members (left and right teams - downline) and their Groups. To be a successful member, one must focus on an effective and profitable retail and wholesale business. The primary areas of importance are:

1. Education in the quality and value of GWT products;
2. Acquiring the skills to introduce the GWT products and opportunity to your prospects;
3. Developing the leadership skills to teach others how to duplicate this business opportunity and distribution system.

In the GWT Variable Compensation Plan™, members can only sponsor two new members directly into their front-line. All other personally-enrolled members will be selectively placed within their Group through personal enrollment and downline sponsoring.

A member is encouraged to be judicious when distributing internal newsletters, conducting training workshops and other programs to their downline Group. Members must exercise the utmost caution to avoid giving the impression that they are acting as an agent of GWT.

PLACEMENT

If an Application does not indicate which side the Enroller wishes to place the new member, then the new member will be placed on the common side. Placement cannot usually be changed, and may be irreversible. Please review "Enrol a New Member" on InfoCentral, as an administrative fee of C\$50 will be charged for changes. If, within their first week, a new member places a downline new member incorrectly, then the Enroller will have US\$50 deducted from the Support Bonus.

CORPORATION/PARTNERSHIP

No member will be permitted a beneficial interest in more than one membership. A partnership or corporation may be a member according to the following rules: a) when a corporation applies to be a member, then application must be submitted in the full legal name of the corporation, and must include the name and signature of an officer authorized to contract for the corporation, and a list of all shareholders must be submitted. b) when a partnership applies to become a member, then the application shall be submitted in the full legal name of the partnership, and must include the name and signature of the partner authorized to execute contracts, and a list of all the partners is required. If any of the shareholders/partners is already a member of GWT, then the corporation/partnership cannot become a member and vice versa (see Simultaneous Interests below)

ADDING OF CO-APPLICANT

When adding a co-applicant (either an individual or a business entity) to an existing GWT membership, a properly completed Agreement Form containing the applicant's and co-applicant's signature must be submitted.

The original applicant must remain as a party to the original application and agreement. If the original member wants to terminate his or her relationship with GWT, he/she must do so in accordance to GWT policy. If this is not followed, the membership shall be cancelled upon withdrawal of the original member. Note that the modification permitted within the scope of this section does not include change in sponsorship.

MEMBERSHIP RENEWAL

Each member has a one-year renewable contract with GWT. The contract will automatically renew on the Member's one-year anniversary of the application acceptance date, unless the Member terminates their membership by providing timely notice in writing. The annual renewal fee is US\$138, and the company will automatically attempt to charge the credit card on file 7 days before the anniversary date. A Member may terminate their Membership by notice in writing received by Head Office at least 14 days before the anniversary date (see Termination process). There is no refund applicable to a renewal payment. Notice given to an upline member does NOT constitute notice to the company.

Each Member is responsible for reviewing current Policies & Procedures and for staying apprised of changes in the Compensation Plan, which may be changed at GWT's sole and absolute discretion.

If payment for renewal is not received, then termination of the membership will take place. See TERMINATION below. Upon review and solely at the discretion of GWT, a terminated account may be renewed within 3 months of the anniversary date upon payment of the renewal fee of US\$138 plus a C\$250 administrative charge. Twenty-five point deductions from the SAC will not be reversed. Reinstatement will be from the original anniversary date.

KEEPING INVENTORY IS NOT REQUIRED

Members are not required to keep any inventory, and can simply refer customers to their website. The GWT program is built upon retail pricing and member pricing. GWT also recognizes that members may wish to purchase products in reasonable amounts for their personal or family use. It is GWT policy,

however, to strictly prohibit the purchase of products or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the compensation program.

Retail sales are an integral part of the GWT business. While the retail price of products cannot be changed when purchasing online, members are free to establish their own retail price when re-selling GWT products personally to customers.

BUSINESS CONDUCT

A member will perform all of their business activities in a professional and ethical manner, which will enhance the member's reputation and the positive reputation of GWT. A member will conduct their business and dealings as honestly and fairly as possible. Members will not engage in any conduct which would negatively reflect on GWT. Members will be courteous and respectful of every person contacted including employees of the corporate office and **shall not libel/slander the products, company, corporate staff, or its members** at any time. Serious violation of this provision will result in termination of membership.

A member will never sign on behalf of another member or prospect, except as duly authorized. Any violations will be reported to the authorities.

You shall not misrepresent the GWT products or Variable Business Plan™. You must realize and accept that engaging in any deceptive or illegal activities will be grounds for termination. You cannot make appraisal claims other than the ones supplied by GWT for any of the products, nor will you misrepresent the income potential of the GWT Compensation Plan. Currently, anywhere a statement of income potential is made, you must include the following statement on the same page ***"Compensation for the majority of Canadian members conducting activities necessary to realize the plan's benefits for over one year are forecasted to be between \$2,500 and \$15,000 per year. However there are GWT members that earn significantly higher incomes due to their commitment and effort. A typical GWT member is one who has the right to sponsor others in the plan, engages in sales to others and has been a member of the plan for at least one year."***

You must understand and agree that you are solely responsible for all financial and/or legal obligations you incur in the course of your business as an Independent Distributor/member of GWT. You must also discharge all debts and duties as is required of an independent business.

SELLING OTHER SERVICES AND PRODUCTS

GWT believes that it has superior products, offers better value and pays more. A member can be part of any other product or service, as long as the GWT products and opportunity are not presented in a negative light. An example of negative action could be a member actively recruiting for GWT at another company's event. Copying of the concept and the way that GWT operates their business is strictly prohibited and will be subject to legal action by GWT.

GWT leaders who are involved in making public presentations shall not also make public presentations for other companies.

CROSS RECRUITING

Approaching GWT members and customers for the purpose of cross recruiting into another network marketing programs or similar marketing model is strictly prohibited, and subject to firm legal action. In any case, no recruiting shall take place in GWT offices or at GWT meetings.

CONFIDENTIALITY AND EXCLUSIVITY AGREEMENT

Information contained in any genealogy, down line or recap report is confidential, proprietary to GWT and is transmitted to the member in confidence. The member agrees not to disclose such information to any third party directly or indirectly or use the information to compete with GWT; or for any purpose other than to promote the sale of GWT Products and the building of a sales force of members selling GWT products. The members and GWT agree that if not for this agreement of confidentiality and nondisclosure, GWT would not provide the information to the member. A member's breach of confidentiality for the purpose of disclosing information to a third party could be cause for immediate termination and legal action by GWT.

INDEPENDENT CONTRACTOR STATUS

All members are independent contractors for GWT; they are not franchisees, joint ventures, partners, employees or agents of GWT. Member are strictly prohibited from stating or implying orally, electronically, or in writing that they are franchisees, joint ventures, partners, employees or agents of GWT. No member has authority to bind GWT to any obligation or otherwise.

A member, as an independent contractor, is fully responsible for all of their conduct in the operation of the Membership. Each member agrees to indemnify and hold harmless GWT, its officers, agents and directors against any and all liabilities including judgments, civil penalties, returns, attorney fees, court costs or lost business incurred by GWT as a result of the member's conduct in the operation of their Membership.

INCOME TAXES

Members will not be treated as franchisees, joint ventures, partners, employees or agents with respect to any government regulations. When applicable, GWT will issue reports of income to members as required by each country in which GWT does business; accumulated earnings are available to members in their back office.

NO EXCLUSIVE TERRITORIES

GWT does not recognize any exclusive territories. Members are not restricted from conducting business anywhere where permitted by law.

CUURENT CONTACT INFORMATION

A member shall report any change in their contact information in writing to Member Services at payments@globalwealthtrade.com at the GWT corporate office AS SOON AS POSSIBLE. GWT can only contact a member at the most recent information on file; contact at the most recent information on record shall be taken as valid delivery of any information, notices or documents.

As a convenience, members can make changes to the information through their Back Office, however GWT still requires notification by the member that such a change was made, by written notice, fax (1-905-482-3079) or email (payments@globalwealthtrade.com).

All communication with Head Office should include:

- Member's full name
- GWT ID number
- SAC day
- Last 4 digits of all credit card involved

INTERNATIONAL SPONSORING

There are no special requirements to Sponsor in other GWT authorized countries. To inquire about GWT authorized countries, prospective members should contact the GWT office in the particular country of interest or the GWT Head Office, and follow appropriate enrollment procedures.

Bonus Buying is strictly prohibited by GWT. Any investigation that uncovers an attempt to Bonus Buy will result in serious punitive action, up to and including termination.

Bonus buying includes:

1. The enrollment of an individual or entity as a GWT member without their knowledge
2. The fraudulent enrollment of an individual or entity as a retailer or member,
3. The enrollment or attempted enrollment of non-existent individuals or entities as members (phantoms),

PRODUCT TESTIMONIAL

All GWT members are encouraged to share their excitement of GWT products and business opportunity. GWT reserves the right to use statements and photographs voluntarily submitted to its corporate office from members and customers in its promotional material without any stated, written or implied financial compensation.

CLAIMS – PRODUCT

A member may not make claims about the products except those officially approved in writing by GWT or as contained in the official GWT literature. In particular, a member may not make any statements, which claim to the market value, cut and quality of the gemstones & jewellery other than the one provided in the official certificate by GWT. Such statements directly violate GWT policy and are prohibited.

CLAIMS - COMPENSATION

A member may not make any representation relating to compensation unless it includes disclosure of the compensation likely to be received by typical participants in the plan as disclosed by GWT. Hypothetical compensation figures based upon the inherent power of network marketing as actual compensation projections are against Industry Canada and Federal Trade Commission's (USA) Truth-in-Advertising law. The compensation potential is highly attractive in reality without resorting to artificial and unrealistic projections. A member who violates this policy may be subject to immediate termination.

CLAIMS – MARKET VALUE OR PRODUCT APPRAISAL

Members may not say or imply that the product appraisals are endorsed by any government agency.

NAMES, LOGOS, TRADEMARKS

The names "Global Wealth Trade", "GWT", "FERI", "FERI MOSH", and the names of all GWT products are the trademarks of GWT. Only GWT is authorized to produce and market products and literature under these trademarks. The use of the GWT name on any product not produced or offered by GWT is prohibited.

The GWT name, trademarks, logos, and the names of the corporate executives, Board of Directors, Advisory Board members, employees or any other professionals who endorse GWT may not be used in any form, either written or spoken, without prior written approval by GWT. Members must submit requests to use any such names, logos or trademarks; the use of GWT names, logos, and trademarks is strictly limited to GWT-approved formats. When a GWT member has received approval to use the GWT name, trademarks or logos in any pre-approved medium, the member must indicate that he or she is an "Independent Consultant" of GWT.

TRADEMARK INFRINGEMENTS

GWT makes no warranties regarding possible infringement of any U.S. or foreign patent, trademark, trade name, copyright or the like caused by a member's operations; and members shall have no claim in connection therewith. When a member learns of any suit or claim regarding any patent, trademark, trade name or copyright infringement involving GWT, the member shall immediately notify the GWT Compliance Department.

GWT LITERATURE

A member may use only official GWT approved literature, websites, videos, conference calls or any other GWT approved methods to promote their GWT business. Members may order company-produced business cards, brochures, instruction manuals and other resource and marketing manuals. GWT literature, audio tapes, video tapes and web pages may not be duplicated or reprinted unless so authorized. **GWT** permits publications used directly in connection with the sale of Precious Gemstones & designer fine jewellery. Members must strictly adhere to these guidelines:

1. Material cannot be false or misleading.
2. Material cannot promote a particular manufacturer or company.
3. Material must be displayed or presented so as to present a balanced view of the available information on a value, cut, quality of the product.;
4. Member must have full permission from the authoring party for further publication.

Websites may not use GWT names, logos or trademarks except if approved by GWT. Independent sites may link to any official GWT websites if approved by GWT; in such case, any change in the content of the website must immediately be brought to the attention of GWT. Members may not use or attempt to register any of GWT trade names, trademarks, service marks, product names, the Company name or any derivative thereof, for any Internet domain name.

A member may use authorized promotional materials to promote GWT products and opportunities. GWT wants to ensure that the prestigious image of the company and its products are properly put on display. To ensure conformity, and assist members in their marketing efforts, GWT strongly encourages members

to submit any other materials, displays, etc. for review. GWT must pre-approve signs, banners, and flyers to be used in conjunction with promoting and sales of GWT products. Pre-approval is not required for a sign or banner that includes the heading: "Independent Consultant".

All Forms of advertising using GWT names, logos or trademarks (including but not limited to printed materials, forms, video tapes and any media including computer networks) must be approved by GWT prior to use. A member may be liable for damages resulting from unauthorized use of GWT copyrights, trademarks and materials.

A Member who attempts to change or modify the label or packaging, which misrepresents the products or who makes claims other than those set forth in GWT literature will be terminated without notice.

TELEPHONE

A member's telephone listing must be under the heading of "Independent Wholesale Representative", "Independent Distributor", "Independent Contractor", "Independent Member", or "Independent Consultant". A member shall not answer the telephone by saying "GWT", or use any other GWT trademarks that would possibly give the impression that the member is a GWT employee or that the caller has reached the GWT corporate office.

MEDIA INQUIRES

With increasing public interest in GWT, members may be contacted by the media. When this happens, the member must contact GWT Head Office immediately. Members are not authorized to make any statements or comments to the media with reference to any or all of GWT officers, products or procedures except what is approved by GWT or provided in press releases. This policy is to insure accuracy and consistent public information. Any variation to this policy or violation thereof is grounds for immediate termination.

RECORDINGS

Members may not produce for sale any recordings of GWT events or speeches without prior written permission from GWT. Members may not reproduce for sale or for personal use any recordings of GWT-produced recorded materials.

ACCOUNT INQUIRIES / REQUEST FOR CHANGE

A member can make changes in their account by logging into their Back Office. The name of the original applicant cannot be changed, and if a co-applicant is added then the co-applicant must also submit a signed request or email from their own email account. Any account changes should be confirmed by email to oliver@globalwealthtrade.com.

Requests to make changes to an account can also be submitted to the GWT Head Office. To accept a request to make changes in an account, GWT requires:

- Notice submitted with the signature of the member on a dated document; if the signature is not on record with GWT (GWT must be able to establish the identity of the owner of the account), then an email from the address on record must be sent or a copy of a government-issued ID with the member's signature must be submitted.

- Email sent from the email address on record

Notice sent to the email address on record shall be considered as notice to the member.

Any account activity in a member's GWT account that appears incorrect must be submitted in writing within 30 days of the posting of the account activity to the GWT Head Office for research and final decision. GWT is not responsible for errors and omissions not brought to its attention within 30 days from the time of occurrence.

DATES / TIMING

The Head Office is open during regular office hours which are Monday to Friday 10 am to 7 pm EST; closed on statutory holidays. Any payments other activity that falls on a weekend will be deemed to be due on the Friday before.

PAYMENT

GWT issued payment card is the preferred method of payment. GWT will deposit the commissions in your GWT Card. A current schedule of fees is available from the Head Office. There is a \$5 administrative charge every time money is loaded onto the GWT Card. Please see the notice enclosed with the GWT Card for other fee payments associated with the GWT Card.

PAYMENT PERIOD

The GWT week is from Sunday midnight to Sunday midnight (Eastern Standard Time). Any activity finalized during the week is confirmed on Sunday, and payment is loaded onto the GWT Card on Thursday the following week (see Timeline examples below).

TIMELINE – Package Purchase

Enroller receives Support Bonus and all Upline receive volume the week following the 10-day cooling-off period; volume usually shows by Tuesday that week, and payment is usually on Thursday that week.

For example: new member joins on April 5, and therefore the cooling-off period ends on April 15. Assume that the week ends on Sunday April 18. Normally, the volume will show on Tuesday April 20, and payment of Support Bonus and cycles will be made per the Compensation Plan on Thursday April 22.

TIMELINE – SAC Purchase

SAC contribution is successfully processed on SAC date, SAC points appear in Member's SAC and goes as accumulated group volume to Upline on the week following the Anniversary day; volume usually shows by Tuesday that week, and payment is usually on Thursday that week.

For example: member's SAC day is April 5, and therefore the anniversary day April 12. Assume that the week ends on Sunday April 18. Normally, the points and the volume will show on Tuesday April 20, and payment of cycles per the Compensation Plan will be made on Thursday April 22.

ADJUSTMENTS

GWT reserves the right to deduct from payments any account receivable balances owed to GWT, including balances resulting from reverse transactions due to product returns, chargebacks and

cancellations. Upline members affected by returned products or cancellations will have their accounts and payments adjusted accordingly.

PRODUCT

ALL PRODUCT ORDERS MUST BE SUBMITTED ONLINE OR BY FAX. As a general rule, delivery of product requires up to 3 weeks from the date the order is placed; custom-made items require up to 8 weeks, and a custom order form must be submitted. If a product order is for more points than a member has in their SAC, then the credit card on file will automatically be charged for the difference at the time the order is processed. Product may be picked up upon arrangement with Head Office.

For your protection, if your order is over \$1,000 a signature may be required for delivery **regardless** of any courier company waivers you may have.

The jewellery prices listed are based on the price of Gold \$900/OZ, Silver \$13/OZ and Platinum \$1300/OZ. The actual price of the jewellery will be adjusted according to the current market place rates.

Forms of Payment Accepted:

- Visa, MasterCard or Amex
- Certified Cheque (USD funds only)
- Money Order or Bank Draft (USD funds only)
- Cash (in person at Head Office only)

All product prices are in US dollars. Payments in Canadian funds or other currencies will be charged in US funds. GWT will reimburse the amount owed in US funds, and is not responsible to cover any foreign exchange conversion rates and fees agreed to between the card holder and the credit card issuer. Amex charges are charged in Canadian funds.

Fulfillment fee and applicable taxes are charged at the time an order is placed.

Credit card information provided may be used for membership, monthly SAC contributions, promotion material orders, and all other purchases from GWT unless specific instructions with respect to limiting use of the card are provided. Such instructions shall be provided in writing 7 days before the due date/SAC day of any charge. This requirement applies to changes in credit card information as well.

FULFILLMENT FEE

Members and their customers have access to Designer goods direct from the company. Buying direct avoids the retail price which hides the profit and other charges; buying direct means that the customer is aware of all costs. A fulfillment fee is added to cover the cost of **SHIPPING to Head Office, STORAGE, HANDLING, PRODUCT BOXES, PACKAGING and INSURANCE.**

This charge applies even if the product is picked-up; shipping is only a part of the Fulfillment Charge. Note that product has to be picked, inspected, put into jewellery boxes and padded.

FULFILLMENT FEE

Business Start Kit	\$10 plus shipping and insurance
Gift Certificate	\$20 plus shipping and insurance
Jewelry Order	\$30 for up to 3 pieces, \$4 every extra piece plus shipping and insurance
Handbag Order	Please contact the Product Department

Custom/special order products may have higher charges. Special shipping methods and information can be obtained when placing an order or by submitting a ticket for the Product Department.

PRODUCT ORDERS

Members may shop 24-hours a day, seven days a week and may place their orders either online or by fax. Payment for product can be made with the funds that you may have accumulated in your online Shopping Account (SAC) and/or any payment method accepted by GWT. Shipping and taxes cannot be paid using SAC points.

Unauthorized use of a credit card is considered fraud and will be turned over to the proper authorities. In the event that a mistake is made by the Enroller that results in a charge-back by the member, the Enroller will be liable for any financial loss incurred by GWT, as well an administrative fee of \$150 will be charged.

Products must be purchased directly from GWT corporate office or from GWT designated regional offices and authorized distribution centers in order for the purchase to be eligible for commissions, bonuses and incentives.

A member MAY NOT purchase other jewellery or Gemstones from any other source other than GWT for resale as a GWT product. Members may not repackage products in any way. Federal and state laws expressly forbid this practice.

ORDER CANCELLATION

If an order is placed, and then cancelled before it is shipped, then the re-stocking fee will not apply. However, the member must contact the Product Department in writing (products@globalwealthtrade.com) and specify which products in that order are not to be processed, or which are to be exchanged. For every such piece, there will be a \$5 fee (maximum \$50 per order). This does not apply to Gold orders; such orders are subject to re-stocking as soon as they are placed.

GIFT CERTIFICATES

The redeemer MUST have participated in a Tour; GWT reserves the right to verify that the redeemer did see a full Tour. Each Gift Certificate is good for only 1 item and provides a \$100 discount off the retail value (there is no cash value). A minimum fulfillment fee of US\$20 plus shipping applies.

PRODUCT PACKAGES

A new person can join as a Retailer member, or purchase a product package of either Gold, Titanium or Platinum and become a ranked member. Therefore ranked members start with points in their SAC (shopping account for product purchase at member price), and retailers start with zero points in their SAC.

If a member upgrades from Retailer to a ranked package within 7 days of becoming a member, then the Retailer payment will be considered a deposit towards the ranked package.

REBATES

An Enroller may offer a rebate to their prospect if the prospect submits an application the same day that they see a Tour.

TITANIUM \$250 rebate means the package will be US\$1,347; leaving \$750 in product (after subtracting the Business Starter investment of US\$597. So instead of 800 SAC points, the new member will start with 600 SAC points (and 600 points will be pushed upline).

PLATINUM \$500 rebate means the package will be US\$3,097; leaving \$2500 in product (after subtracting the Business Starter investment of US\$597. So instead of 2400 SAC points, the new member will start with 2000 SAC points (and 2000 points will be pushed upline).

An Enroller must contact Head Office at payments@globalwealthtrade.com to confirm whether a new member is to get the rebate within 48 hours of entering the new member into the system.

CONVERSION

US dollars are converted into points by multiplying by 0.8. Points are converted to US dollars by multiplying by 1.25.

A member can use SAC points at any time to buy product. If the cost of the desired product is less than what is available in a member's SAC, then the cost for the product is withdrawn and the member keeps the remainder in their account. If the cost is more than what is available, the member can either choose to wait until their monthly SAC contributions have accumulated to the desired level, or if the member decides to place the order, then the difference will be charged to their card on file.

If the credit card is not approved for the membership level requested by the person, then the next lower level membership will be charged, and so on. If a lower membership is bought under such conditions, and the member provides payment to upgrade to the original package within seven (7) days, then the initial payment will be considered a deposit and will be deducted from the cost of the original Product package. An enroller must contact the Head Office within 48 hours of entering the new member into the system; if there is no confirmation, then the new member will be processed for a full package.

SAC points cannot be used to pay the fulfillment fee or taxes.

If a member decides to downgrade their package to another ranked package, then there will be an administrative charge of 4% of the difference in the investment cost. A downgrade to Retailer (or cancellation within the first 10 days) will incur a charge of US\$138 plus 4% of the original investment cost; see Terms & Conditions for detail.

TAXES

There are no taxes due on product until an order is placed, however applicable taxes will be charged on the one-time Business Account set-up fee of US\$597. Taxes are also due on services such as the annual renewal and Retailer membership.

GWT collects and remits applicable taxes for purchases made from GWT as required by law. The applicable rate of tax due is based upon the address to which the product or sales material is shipped. It is the responsibility of the members to be informed as to the tax laws regarding sales tax charges with respect to their area of residence.

CANADA – orders shipped within Canada are charged GST/HST

ONTARIO – orders picked up/shipped to Ontario are charged Ontario HST

BUSINESS KIT

A ranked member (not Retailer) may choose to order one Business Kit included in their membership package, however the order has to be placed online by the member to confirm the information as the member wants it to appear on the included business card. The member will be charged a fulfillment fee of C\$10 plus shipping. A member can request that the kit be held at the Head Office for pick-up. If the kit is not picked-up within 7 days, then the kit will be shipped to the address on file and the member will be charged the shipping.

Retailers can order a Business Kit online.

MONTHLY SAC CONTRIBUTIONS

Monthly product purchase using the monthly SAC contribution of \$75 for Retailers, Gold and Titanium members, and \$150 for Platinum members, is optional. Making such monthly contribution allows the full amount to accumulate in their SAC, and the member can use these points at any time to buy product. If the cost of the desired product is less than what is available in a member's SAC, then the cost for the product is withdrawn and the member keeps the remainder in their account. If the cost is more than what is available, the member can either choose to wait until their monthly SAC contributions have accumulated to the desired level, or if the member decides to place the order, then the difference will be charged to their card on file.

Retailers, Gold and Titanium members may choose to contribute US\$150 per month to their SAC; a request to change the SAC can only be done once every 4 months.

SAC UPDATE

Monthly SAC contributions are charged on the member's SAC day – which is seven (7) days BEFORE the anniversary day (the day the member's application was entered into the system). If a SAC day falls on a Saturday or Sunday, then the SAC day will be the Friday before. For example, if a member's application was entered on January 25, then the SAC day is the 18th of every month. If a SAC day falls on the 29th, 30th or the 31st, then the SAC day shall be taken as the 28th. Your Welcome Letter email confirms your SAC day.

If timely notice is not given or payment is not received by the anniversary day, then there will be an administrative charge of 10 SAC points deducted from the member's SAC account, for every month that this happens. Note that notice must be provided to Head Office if a member changes the information in

the Back Office (including changing credit card numbers or expiry date). Notice given to an upline member does NOT constitute notice to the company.

If a contribution is missed for whatever reason, then the member will have 7 days to ensure that payment is received by GWT. If payment is not received by the anniversary day, then the system will:

- Mark the member as “inactive”; not having made their monthly SAC contribution
- Will automatically and IRREVOCABLY flush all accumulated volume for Team Earnings
- Will NOT allow the affected business centers to accumulate any new volume for that month

While GWT will attempt to contact the member, ***it is the member’s responsibility to ensure that payment is received by GWT on time.*** GWT is not responsible for any lapse that may occur, and cannot reverse the system once the payment has been recorded as not having been made. ***Late payments will contribute to your SAC account, however your volume will have been flushed irrevocably, and you will not be eligible for commission, bonuses or incentives for that month. Please note that GWT reserves the right to collect unpaid amounts at any time.***

Members must ensure that their credit card information is kept up-to-date with GWT, and promptly inform GWT of any changes with respect to the expiry date or new card issued. GWT recommends that members submit a second credit card to ensure that payments are not missed.

The monthly SAC contribution can be stopped, or started, at any time, by providing at least seven (7) days written notice to the company, prior to the SAC day. While unused group volume is never flushed if a member makes their monthly SAC contributions, please note that not making your SAC contribution will result in the flushing of any accumulated group volume, and no volume for that month will be accumulated.

SAC cannot be used to pay shipping, handling or taxes. GWT reserves the right to adjust SAC accounts for errors and omissions. As SAC is product purchase and subject to payment of commissions, members must notify the Head Office in writing with respect to any errors or omissions within 30 days of posting.

CREDIT CARDS

Payment information can be changed in the Back Office (please confirm change by notice to Head Office) or submitted directly to Head Office; payments@globalwealthtrade.com. Please provide your SAC day and GWT ID number. Please note that changes may require up to 7 days to take effect.

BACK-ORDERS

If a product is not available, a member can indicate whether they are willing to accept a similar substitute or whether they wish that GWT only ship a partial order. However, separate shipment charges will apply for each shipment.

GWT Fashion is constantly evolving depending on the new style for the coming fashion season; no back orders are accepted for GWT Fashion items.

GWT will ship back-orders, as soon as product becomes available. Back-orders will be shipped in the same manner as paid for, unless determined otherwise by GWT corporate. Bonuses paid on back-orders are

credited to the members in the period in which payment for the original order was received by GWT, not when the products were shipped or received.

MAIL ORDERS

In order to be included in payment calculations, GWT must receive all mail orders no later than 5 pm EST on the last business day of that week. Due to variable postal service delivery times, members should mail their orders far enough in advance of the cut-off date to ensure that the order is received by GWT in time.

RUSH ORDERS

Special handling may be requested but is not guaranteed, *for Feri and GWT Fashion orders.*

Must note RUSH on placing order and call office to confirm. RUSH orders will be prepared within 1 business day; shipping time will vary depending on location to be delivered to, and customer instructions.

A onetime extra charge of \$40 will be charged.

METHOD OF SHIPPING

Orders are shipped via ground delivery and may at times require more shipping time than usual and are not guaranteed. Upgraded delivery service may be available for an additional charge.

ERRORS IN ORDERS SHIPPED

If a member receives an order where an error has been made, they must advise GWT Customer Service by telephone, or in writing, of the error within three (3) days from receipt of shipment. In any case GWT will not accept claims filed thirty (30) days or more after the product has been shipped.

LOST SHIPMENTS

In case of a lost shipment, member must notify GWT as soon as they are aware of the problem. Upon notification of non-delivery by the carrier, GWT will conduct an investigation and will file a claim and replace the products.

Handling your Jewelry and Timepieces:

Fine Jewelry is precious and elegant. It requires care & regular maintenance to prolong its beauty and reliability. Below are some important dos and don'ts of handling your GWT fine jewelry and timepieces.

Do's:

- Follow the GWT warranty maintenance schedule
- Clean your jewelry regularly
- Place your jewelry in its original box at night or when not in use
- Check the tightness of the stones by shaking and listening, as well as visual inspection; if you

- detect any looseness, then bring it in for repair
- Wear and take off your jewelry with care and patience

Don'ts:

- Avoid impact from banging or dropping
- **DO NOT wash dishes** while wearing your jewelry or Timepiece. The impact of the dishes will harm the items. Soap & Chlorine do not mix with diamonds and gold/Rhodium plating.
- DO NOT swim with your jewelry or Timepiece. The chlorine or salt in water will shorten the life of jewelry plating and color.
- Do not place your jewelry on the table or hard surfaces. Always use a cloth or napkin to protect your jewelry from scratches and impact.

UNDERSTANDING THE DIFFERENCE BETWEEN WATER RESISTANCE AND WATER PROOF:

The common misconception by watch users is the difference between water resistance and water proof. Some High-end Sports watches are water proof and are safe for swimming and even shallow scuba diving. These watches are not designed for fine outings as they are made with water repellent materials.

Top designers produce fashion watches that are water resistant but not water proof. The most common standard is water resistant to 3 ATM, a few are 5 ATM. FERI designer watches (2008 and 2009 collection) are 10 ATM. 2010 FERI Professional Grade Timepieces offer 10 ATM.

Water resistance means that if you were dumped in deep waters for a few moments, the watch has the ability to "resist" the water pressure and keep your watch mechanism safe. Water resistance is generally to protect the watch mechanism from hand wash and rain. Water sports will eventually penetrate the fashion watch housing and damage the movement hence swimming or deep diving is prohibited. High end Fashion watches are expensive because the raw materials are expensive and provide the glamorous feel, and allow the unique look and design.

Water proof and water resistance does not protect you from steam. Long hot showers, hot tubs, steam rooms and saunas are prohibited and will void the warranty. Furthermore chlorine and other chemicals will fade the color, numbers and other details from ceramic watches. Avoid Steam, soaps and chemicals, chlorine, and excessive water, and be careful not to cause impact to your jewelry and Timepieces, and you will be able to wear it proudly and pass it on to your children.

Fashion Timepieces are not suited for sports and other active outings. FERI Timepieces are constructed of high density Tungsten, and excessive movement may shorten the life of the band.

FERI TIMEPIECES**WARRANTY**

FERI customers enjoy the benefits of an extended 36-month maintenance free warranty valid for all watches sold worldwide. Our limited warranties cover all manufacturing and mechanical defects, excluding malfunction or deterioration resulting from accidents or negligence. It also covers pin maintenance for the full three years. The watches must be shipped to the GWT head office; repairs covered under warranty will have the shipping charges refunded. GWT will, at its sole discretion, repair or replace any component needed to restore the timepiece to full working order.

All warranty claims are subject to close micro evaluation in the GWT lab. The warranty is void if the micro evaluation indicates damage to the watch is caused by accidents or negligence.

The warranty is null if the jewelry has been altered in any way by non-GWT authorized personnel. Alteration includes but not limited to ring sizing, re-setting, re-polishing engraving and rhodium plating. To keep your warranty valid, please contact GWT BEFORE having any work done; GWT will provide authorization in writing for any outside work, specifically mentioning the place/person that is authorized to do the work.

REPAIRS

GWT Corp offers a repair service for FERI watches purchased from a GWT member. Products must be brought or mailed to GWT head office.

FERI DESIGNER JEWELRY

WARRANTIES – GENERAL PROVISIONS

Please note that customers are responsible to inspect their jewelry on a regular basis, including shaking the piece and bringing it for maintenance if a stone is loose.

All warranty claims are subject to close micro evaluation in the GWT lab. The warranty excludes malfunction or deterioration or damage resulting from accidents or negligence caused by user.

RECEIVER IS RESPONSIBLE TO CHECK FOR DAMAGE OR SHORTAGE IMMEDIATELY UPON RECEIPT OF THE PRODUCT. IN THE UNLIKELY EVENT OF A SHORTAGE OR DAMAGE DURING SHIPPMENT, THE CLIENT MUST NOTIFY THE GWT OFFICE WITHIN THREE (3) DAYS.

WARRANTY: FERI FINE SILVER

FERI Rhodium Plating or 18 carat Gold Plating is protected by a 12 month warranty***. All FERI Fine Silver pieces come with industry's best warranty. Exclusive to FERI Fine Silver is the 0.1 microns of natural rhodium plating and up to 5 microns of 18 KT gold plating, to ensure long lasting beauty and shine.

Important notes:

**** The FERI plating warranty is null and void if the jewelry has been subject to extreme conditions such as soap, harsh cleaning chemicals and perfume.*

WARRANTY: FERI STONE SETTING

*FERI Stone Settings are protected by a 6 month warranty***. In the unlikely event of a manufacturing defect, or damage caused during shipping, any lose stones or separated stones will be repaired or replaced, at GWT's sole discretion.*

Important notes:

**** The FERI stone setting warranty is null and void if the micro evaluation determines that the damage or stone fall was caused by misuse of the jewelry. Misuse is labeled if the micro evaluation by an expert product specialist determines damages to the jewelry's structure, setting, prongs and stones caused by a fall or banging of the item by the user****

WARRANTY: FERI TUNGSTEN

- The color and luster of FERI Tungsten designer pieces are protected by a lifetime warranty.
- Pins are covered for a full 36 months

Please note that chips caused by impact or negligence is not covered.

WARRANTY: FERI PLANGSTEN

- The color and luster of FERI Plangsten designer pieces are protected by a lifetime warranty.
- Pins are covered for a full 36 months

Please note that chips and any other damage are not covered.

GWT GOLD COLLECTION

WARRANTY: GWT GOLD COLLECTION

*All GWT Gold Collection designer pieces are protected by a 12 month warranty****

**** The GWT Gold Collection warranty is null and void if the jewelry has been subject to extreme conditions such as soap, harsh cleaning chemicals and perfume. There are also rare cases of high level of acidity with some users. In these rare cases the warranty will not apply***.*

FERI MOSH

FERI MOSH exquisite 21 K collection is simply *"beauty in its purest form"*. Each unique piece takes a team of master designers and jewelers months to draw, design and create each exclusive FERI MOSH jewelry piece. Out of hundreds of designs, only a select few are approved for production. Each piece is meticulously inspected by quality control teams at the GWT laboratory in Toronto and is further fully certified by the International Gemological institute (IGI) before delivery to its proud owner and care-giver.

WARRANTY: FERI MOSH

*Each and every FERI MOSH prestige series piece is protected by a 60 month warranty*** which includes inspection, annual clean up and precious stones setting maintenance, including prong check and tightness check..*

Important notes:

**** FERI MOSH warranty is null and void if the item has not been returned to the GWT Head Office for the annual inspection each year. The jewelry will go through a close micro evaluation of the precious stone setting as well as cleaning and polishing before it is returned to its owner.****

A client is responsible for shipping their FERI MOSH piece back to Head Office for the annual inspection at their own expense; the item will be returned at GWT's expense.

The appropriate insurance coverage must be bought by the owner.

19K BRIDAL SIGNATURE SERIES

WARRANTY: 19K BRIDAL SIGNATURE SERIES

*19K Bridal Signature Series comes with a three year maintenance free warranty *** which includes*

inspection, annual clean up and precious stones setting maintenance, including prong check and tightness check..

Important notes:

**** 19K signature series warranty is null and void if the item has not been returned to the GWT Head Office for the annual inspection each year. The jewelry will go through a close micro evaluation of the precious stones setting as well as cleaning and polishing before it is returned to its owner.****

The packaging, shipping and appropriate insurance coverage is the responsibility of the owner.

GWT QUALITY CONTROL

Two GWT product specialists inspect each piece of jewelry under a microscope before shipping to ensure its accuracy and quality.

RETURNS

GWT designer merchandise can be returned or exchanged within 30 days of shipment. An item must not have been used and must be in original condition, and must be returned with the original packaging.

There are no refunds on earrings (due to hygienic reasons). There are no returns on custom-made pieces.***

A re-stocking charge of 15% will apply to all returns without cause within the first 30 days. No returns are accepted after the 30 days. Points will be credited back into the SAC account from where they came. Please note that shipping costs will not be subject to refund, and that appropriate shipping charges will be deducted.

Returns will be processed within seven (7) business days of receipt of merchandise at GWT Head Office. We recommend UPS or insured parcel post for tracking purposes. The customer also must provide adequate insurance to cover the purchase price of the merchandise. GWT Corp will not assume responsibility for reimbursement or compensation in the event that return packages are lost, stolen, mishandled or otherwise damaged.

No product is to be returned without written authorization from GWT and then only in accordance with GWT's terms and instructions. If a product is returned because of a mistake by GWT, it will be accepted with no restocking fee provided GWT is notified within 48 hours of receipt of the product by the customer. Return procedures must still be followed.

ANY product to be returned must have a fully completed RAF (Return Authorization Form) in accordance with GWT's Terms and Conditions. To complete an RAF, a person MUST contact the GWT Product Department to obtain an RAF number. Such RAF number must be used in all communication, and must be clearly visible on packages sent to Head Office. Packages without an RAF number will not be accepted and will be returned to the sender.

Merchandise that has been worn, used, altered or damaged does not qualify for refund..

****Custom-made pieces are the items that are made to custom fit a client. Special ring sizing and custom-made designs cannot be returned for refunds****

You must follow these instructions exactly, failure to do so will prevent the processing of your return. If you have any questions about our return procedure, please contact us at our website – Company – Contact Us - http://www.globalwealthtrade.com/contact_us.php - use “Product Inquiries” or call 905-482-3078

TRANSFER / SALE OF MEMBERSHIP

Each business center is an asset for the member, which can be sold, passed on as inheritance, willed to a charity, etc. Any transfer or sale must be approved by GWT, upon submission of the proper forms.

The person acquiring the membership and becoming a member cannot have been a GWT member in the past 6 months, unless the membership is under the same enroller.

All transfers are subject to an administration fee (plus HST).

SALE OF MEMBERSHIP

A membership may be sold; the seller (member) will submit a Sale of Membership form, and the buyer will submit an Application form (package information can be left blank). Upon approval by GWT, the membership shall be transferred, including any current SAC points, and current accumulated group volume as per the physical file.

TRANSFER – DEATH AND INHERITANCE

Upon the death of an individual or dissolution of a business entity the membership will be transferred to their successors according to applicable law. A notarized statement or certified court order will be required. The successor-member must provide a signed Application form, and must fulfill all of the obligations and responsibilities of the member in order to continue the membership and receive all of its benefits and bonuses.

If a member inherits a membership, while they cannot benefit from two memberships, they can choose which membership they wish to sell.

TRANSFER UPON INCAPACITATION

To effect a transfer of a GWT business, the successor must provide the following to GWT (1) a notarized copy of the will or other instrument establishing the successor’s right to the GWT business, and (2) a completed Application form executed by the successor.

DIVORCE OR DISSOLUTION

GWT will only change ownership/payments upon receiving legal documents relating to the disposition of the GWT membership. Until such notice, the GWT membership will be operated jointly, on a business-as-usual basis. Under no circumstances will GWT split commissions and bonuses between divorcing spouses or members of dissolving entities.

In the event that parties to a divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Agreement shall be involuntarily terminated.

If a former spouse or former entity has completely relinquished all rights to their original GWT business, then they can re-join immediately. In either case, the former spouse or parties shall have no rights to any members in their former Group.

CANCELLATION – 10 DAY COOLING OFF PERIOD

Buyer's Right to Cancel

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/state consumer affairs office.

If you cancel this contract, GWT will refund your money within 15 days.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

Goods or services is defined as the online store and back office made available to members upon joining.

MEMBERSHIP CANCELLATION

A member has 10 days from the date their application is accepted to cancel their membership. After submitting a written request for cancellation, a member must contact GWT Head Office to discuss their cancellation request, and may be asked to confirm their request to terminate. In all cases, US\$138 is non-refundable, as well as a processing fee of 4% of the original amount paid. If a product order or a business kit order has been placed by the member, then there will be an additional \$50 administration fee. If the order has been shipped, the person must cover the cost of returning the order plus there will be a 15% re-stocking charge (product/kit must be in re-saleable condition). If the business cards have been sent to the printer, then \$80 will also be deducted. If a member has placed a product order of any amount using their SAC points, then the member is deemed active and no refund of money will be made; a request for a refund under such circumstances will be considered a voluntary termination and will be treated accordingly.

Should a member cause a charge back of their purchased member package without cause after the 10 day cancellation period or product purchase, GWT will take legal action to recover its loss and damages,

and forward the member's account to a collection agency for collection, and will report such delinquency to the Credit Bureau; note that this may affect the member's credit rating.

Payment for product packages, subject to the 10 day cancellation (above) and monthly SAC contributions can only be redeemed for product – when payment is made, product is bought, however GWT allows the points to be accumulated and used at any time to choose the desired product.

TERMINATION

VOLUNTARY TERMINATION (RESIGNATION)

A member may voluntarily terminate/cancel their membership at any time by sending a written letter to GWT. Voluntary termination is effective immediately upon receipt of such document by the GWT corporate office. GWT may notify any affected parties of the termination.) See "Effect of Termination" below)

If a member does not renew their membership by their anniversary date as per these Policies, then that member is considered to have voluntarily terminated their membership as of their anniversary date (see Membership Renewal).

A voluntarily terminated member may not reapply to GWT for membership status for a period of six (6) months. A new Agreement Form must be submitted, and is subject to GWT acceptance. If a member has placed a written resignation and has waited a six (6) month period as per the Policies & Procedures, he or she may change sponsors, but Groups already created will remain in place. Any Sponsor changes must be completed prior to any new product orders. GWT at its sole and absolute discretion, reserves the right to cancel memberships which have not purchased for one (1) year or to not renew a membership at its sole discretion. Additionally, GWT reserves the right to amend this renewal policy as it deems appropriate.

SUSPENSION / INVOLUNTARY TERMINATION

GWT reserves the right to suspend or terminate any membership at any time for cause when the Member has violated any provision of the membership agreement, including the provision of the Policies and Procedures, as they may be amended, or the provisions of applicable laws and standards of fair dealing.

1. SUSPENSION

Suspension of a members account will result in, but is not limited to, holding their bonuses, inability for the members to access account information via online, place orders, or sponsor new members during the review process. Suspension may be made by GWT at its discretion and without prior knowledge.

2. INVOLUNTARY TERMINATION

Involuntary termination shall be made by GWT at its discretion and without prior knowledge. When GWT terminates a membership, GWT will inform the member in writing that the membership is terminated immediately, effective as of the date of the written notification. GWT will send the termination letter by certified or registered mail to the member's current address on file with the company.

An involuntarily terminated member shall not again become a member until after at least six (6)

months from the date of termination. If a terminated member applies to GWT to again become a member after a six (6) month waiting period, then the decision to accept the application will be at GWT sole discretion.

APPEALING A SUSPENSION / TERMINATION

The member must appeal the termination in writing within thirty (30) days of the date on the termination letter. If a member files a timely appeal, GWT will review the termination, consider any other appropriate action and notify the Member of its decision. GWT decision will be final and shall not be subject to further review. In the event that the termination is not rescinded, the termination will be effective as of the date of GWT original termination letter.

EFFECT OF TERMINATION

Voluntary (cancellation, resignation, non-renewal, etc.) and involuntary termination results in the member's loss of all rights to their downline Group. No terminated member shall present themselves as a member of GWT.

The account will be suspended as the owner is no longer a member of GWT, and there will be no access to the Back Office. The SAC points remain available for use to purchase product at retail price; and the owner must contact the Product Department to place the order. There will be an administrative fee of 25 points deducted from the SAC of such account every month. This fee is first deducted immediately following the anniversary date, and every month on the SAC day thereafter. If an account has zero SAC points it will then be terminated.

Terminated persons cannot use their GWT business cards, and such cards must returned to Head Office.

CHARGE BACKS

GWT is committed to refunding any monies owed. However, if a member has not first contacted GWT, then an extra administration fee of \$50 applies. Any member who causes a credit card charge back of any amount to be issued will have their GWT membership involuntarily terminated. Under such conditions, the person has 7 days from the date of termination to use their SAC points for product purchase.

SUBJECT TO CHANGE

All GWT products, materials, shipping and handling charges and other fees are subject to change without prior notice however, GWT will make every effort to give ample notice of any change. Notice of change will be considered made upon posting on the GWT website.

Reimbursements will be refunded in the same form as payment was made.

GENERAL PROVISIONS

An Executive Decision may override any part of this Agreement.

ENTIRE AGREEMENT

This Agreement (comprised of these Policies and Procedures, the Application Form, the Terms & Conditions and the Variable Business Plan™) as such may exist or hereafter be amended, constitutes the

entire agreement of the parties regarding their business relationship, the subject hereof and related hereto.

AMENDMENTS

GWT reserves the right to amend the Agreement set forth herein, product availability and selection, and compensation plan, as it deems appropriate. Amendments will be communicated to all members through email or other means that are effective and binding upon all members as of the date of issuance. In the event of any conflict between the Agreement and any such amendment, the amendment shall prevail. In the event that any company brochures, product catalogues, product lists, literature, website, fax on demand information, etc. is revised, only the most current version is authorized for use by GWT.

EXCUSE FOR NON-PERFORMANCE

GWT and its members shall not be responsible for delays and failures in performance where performance is commercially impractical due to circumstances beyond the parties' reasonable control including but not limited to, without limitations, strikes, labor difficulties, riot, fire, death or curtailment of the parties' usual source of supply, or governmental decrees or orders.

REPORTING POLICY VIOLATIONS

Policy violations by another member should be submitted via a written report of the violation to the Compliance Department of GWT either through mail, fax, or email. Such documentation must bear the writer's signature and identification number. Anonymous complaints will not be accepted. Details of the incident such as dates, number of occurrences, persons involved, witnesses, and any supporting documentation should be included in the report. Note: No telephone calls will be accepted with such matters.

All complaints are held confidential.

No Waiver Provision

Failure to exercise any power under this Agreement, or failure to insist on strict compliance by a member with any obligation or provision herein, or custom of the parties at variance with these Policies and Procedures, shall not constitute a waiver of the Company's right to demand exact compliance with this Agreement. The Company's waiver of any particular default by a member shall not affect or impair the Company's right with respect to any subsequent default, nor shall it affect in any way the right or obligation to any other member; nor shall any delay or omission by the Company to exercise any right arising from default affect or impair the Company's right as to that or any subsequent default.

Limitation of Damages

To the extent allowed by law, GWT and its affiliates, officers, directors, employees and other members shall not be held liable. The member hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special consequential or exemplary damages, which may arise out of any claim whatsoever relating to GWT performance, non-performance, act or omission with respect to the business relationship or other matter between the members and the Company whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damage to the member shall not exceed, and is thereby expressly limited to, the purchase thereby from GWT and any commissions or bonuses due.