



# POLICIES AND PROCEDURES

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## MEMBERS' POLICIES & PROCEDURES (P&P)

### SECTION 1 – INTRODUCTION

This Policies & Procedures (“P&P”) govern the way a Member (an Independent Contractor) does business with Global Trend Alliance Limited (“GTA”), its Affiliated Companies, Divisions, other members, and retail customers. These Policies and Procedures, along with Welcome Team Multiplier Sales Compensation Plan (“WTM Sales Compensation Plan”), Member Application and Agreement (“Member Agreement”), and such other agreements may be now exist or hereafter amended from time to time constitute a complete and binding agreement and understanding between a Member and GTA. Failure to comply with the provisions of any of these documents may result in the termination of a Member’s Agreement or the loss of a Member’s right to receive Commissions, Bonuses or Rewards. GTA reserves the right to modify any of these documents from time to time but will provide a prior notice before any change(s) is/are made effective.

Should any portion of the Agreement, or any instrument published by GTA be declared invalid in any court of jurisdiction, the balance of such policies, procedures, rules, regulations, applications, or instruments shall remain in full force and effect.

P&P is implemented with the purpose of safeguarding the rights and regulating the obligations of its Member rather than restraining the member’s independent business activities. A member must understand and abide by the P&P for the objective of building a healthy networking business environment for a long term and profitable business; and maintaining a fair playing ground by promoting unity and positive harmony among Member; and between Member and GTA and its affiliates. The strength and success of a Member is a collective effort, founded upon the enduring partnership of commitment and trust that exists between GTA and its Member.

It is the responsibility of each Member to; (i) read, understand, adhere to and ensure that he/ she is fully understand and comply with the most updated version of the P&P; (ii) frequently update their personal contact details and correspondence/e-mail addresses for the purpose of communication. The communication and/or updates shall be sent/emailed to Member at the last known address stored in GTA’s database.

Each Member acknowledges and agrees that the relationship between a Member and GTA is entirely contractual. GTA will not recognize any claim by a Member that the relationship is or has

been quasi-contractual which has arisen from any implication from any continuing practice or any course of action or has been verbally authorized by any employee of GTA which in contradiction with GTA P&P or policy, or is otherwise implied in fact or in law.

### **1.1 Member Code of Ethics**

A Member is required to observe the Member Code of Ethics at all time, acknowledge and agree to pledge:

- a. I will follow the highest standard of honesty and integrity in conducting GTA Business.
- b. I will abide by P&P, rules, regulations, Code of Ethics, and directives at all time.
- c. I will not conduct any fraudulent act in promoting GTA business.
- d. I will fulfill my leadership responsibilities as a sponsor to train, support and communicate with the members in my network.
- e. I will present WTM Compensation Plan accurately and honestly, clearly portraying the level of efforts required to achieve success.
- f. I will not make any negative or disparaging remarks about GTA, its products, officers and employees, or other people, products or firms. I shall respect GTA as well as the network marketing business.
- g. I will not retail GTA products at below or above the standard authorized prices.
- h. I will not use GTA trade name(s), information, literature, advertising material and downline network or any other GTA resources for other businesses interest. I will continuously strive to ensure that my customers and my downline network Member is satisfied with the GTA products and my service.

### **1.2 Independent Contractor Status**

A Member is an independent contractor and shall not imply or represent himself/herself as a franchisee, partner, employee, agent or authorized representative of GTA and shall neither have the right to negotiate or conclude any contract on behalf of GTA nor hold himself/herself as having such a right. Each member shall hold GTA harmless from any claims, damages or liabilities out of the conduct of his/her business practices.

### **1.3 Confidential Information**

As a member of GTA, he/she has gain access to Confidential Information that he/she acknowledge to be proprietary and highly sensitive & valuable to GTA. The information includes manufacturer information, product formulas, genealogy report, sales and commission report and any other financial and business report that are available to GTA member solely and exclusively for the purposes of promoting GTA business in product selling, prospecting and/or sponsoring new prospects, training and any other GTA activities or programs. It was agreed by member that he/she will not disclose any confidential information to any third party directly or indirectly, or use the information to compete with GTA

Member and GTA agreed that this information will not make available and/or accessible to member without this agreement of Confidentiality and non-disclosure. This obligation will survive the termination or expiration of the Member Agreement.

#### **1.4 Confidentiality of Membership Information**

As a member of GTA, he/she may have access to information about other Memberships and their downline organization (network) for allowing him/her to manage and provide business supports to his/her GTA business organization (network). This information includes downline's name, address, email address, phone number, product purchased and earning. These are highly confidential and member shall not disclose this information to other members or to any other party. The member, by executing the Agreement, consents to the use of these information solely for the business of GTA, including to enforce the terms and rights under the Agreement and to comply with applicable laws. Member agreed to these restrictions and acknowledge that, but for his/her agreement of confidentiality and nondisclosure, GTA would not provide such information available to him/her.

#### **1.5 Personal Information**

Personal information provided by member in details of his/her ID number, telephone numbers, addresses, photographs, videos, etc will be treated as confidential and shall only be used for supporting GTA business in related to the membership issues, downline organization, bonuses, other relevant business issues for promotional and marketing purposes, and for any other specific purposes in providing GTA business supports and etc, unless required by law.

All information submitted by the member will be held by GTA at its corporate offices in Hong Kong, its regional offices, and/or its local affiliated companies in the member's resident country. By signing the Membership Application Agreement, the member has consent to the transfer of his/her personal information outside of his/her local base resident country for GTA business purposes.

As a member, he/she should understand the obligation to provide the personal information requested in the Membership Application Agreement, failing which will result in rejection of his/her membership application. Any other personal data and information other than those required in the Membership Application Agreement shall be treated as given voluntary by member. It's understood by member that he/she has the right to request to access and to request the correction of his/her personal information by contacting GTA Customer Service Department.

## SECTION 2 – BECOMING A GTA MEMBER (AN INDEPENDENT MEMBER)

### 2.1 Member Enrollment

An Applicant may apply to become a Member by :-

- a. Completing, sign and return a hardcopy of Member Application Agreement with product purchase payment and other Identification and/or supporting documents to GTA corporate office; OR
- b. Enrollment by sponsor through online registration with the Member Application Agreement and product purchase payment.

### 2.2 Eligibility

- a. Any individual who is of legal age in Hong Kong or any country or state of residence that the GTA has officially announced its opening for business.
- b. GTA reserves the right to accept and reject any application without assigning any reason whatsoever.
- c. A Member must not be an existing agent, representative, employee or spouse of an employee of GTA.
- d. All applications must be sponsored by an existing authorized Member.
- e. All Membership is single membership. A Member may own or have an ownership interest in only one membership except as where an existing Member purchases another membership.
- f. Married couples can maintain two separate memberships under the same line of sponsorship provided they are directly sponsored by his/her spouse.
- g. Corporations, limited liability companies, partnerships and/or trusts may become GTA member ONLY after they submitted their Member Agreement signed by all participants, product purchase payment coupled with copies of articles of incorporation, articles of organization, partnership agreement, or trust document or any other charter or organizational documents of complete list of members, directors, partners, trustees and beneficiaries that filed with the authority. (*\*Please refer to GTA for supporting documents needed*)

### 2.3 Taxation

GTA members will be treated as Independent Contractor (*Section 1.2*) for Federal and/or State tax purposes, therefore, he/she shall responsible for the payment of all income, self-employment and other taxes related to his/her GTA business and earnings.

### 2.4 Lead Distribution

Occasionally, there are some prospects contact GTA seeking information pertaining to GTA opportunity. If a prospect is familiar with or being serviced by an existing GTA member, then GTA will recommend the prospect to continue contacting that member for products or as a

sponsor. However, if the prospect is not familiar with any member of GTA, then GTA shall considered the prospect's inquiry as "unsolicited".

GTA shall consider a member for "unsolicited" leads based on the qualifications:

- a. Membership status as well as the sales activities for the past sixty (60) days
- b. Recruitment activity for the past sixty (60) days
- c. Proximity to the prospect. If several members qualify under these requirements, leads will be rotated and/or divided among them, based upon the criteria stated herein and at GTA's sole discretion.
- d. GTA will consider those members who exhibits field leadership in conducting business meetings and training workshops.

The Lead Distribution system is intended to be fair and is structured to reward active members. However, GTA reserves its sole discretion in making such assignments.

## **SECTION 3 – TERMS AND RENEWAL**

### **3.1 Term**

- a. Upon registration of the Member Application Agreement, the Membership is valid and considered "active" for a term of 365 days from the date of acceptance by GTA.
- b. Member is required to keep his/her account active for 365 days consecutively, failing which membership shall be terminated by GTA.
- c. Member is entitled to rescind the Agreement within 7 working days from joining date or resign from his/her membership at any time thereafter with written notice to GTA. His/her downlines shall be transferred to his/her upline/sponsor.
- d. A Member must wait until the expiry of his/her membership (i.e. 365 days from last purchase or 6 months after GTA received his/her resignation letter), whichever comes first or such other time at GTA's discretion, to determine before reapplying to be a Member under new sponsor.

### **3.2 Renewal**

- a. Member is required to renew his/her Membership annually by paying a System Admin renewal fee of USD10 (HKD80) on or before end of 365 days failing which membership shall be terminated by GTA. Alternatively, System Admin fee shall be waived if Member maintains PS $\geq$ 60CV in a single receipt / purchase within 365 days prior to the anniversary date.



## **SECTION 4 – SPONSORING & PLACEMENT CHANGE/CORRECTION**

### **4.1 Sponsoring**

GTA member is entitled to sponsor any other individuals into his/her network organization in any countries officially launched by GTA. Member is compensated only from the generation of sales of GTA products and services but not introducing and sponsoring new members into his/her network organization.

### **4.2 Principal of Sponsorship Change**

- a. It is against GTA policy for any Member to change sponsor through all means. Any application submitted with the intention of changing sponsors will not be permitted.
- b. It is against GTA policy for a Member to be sponsored under two or more memberships. Such conduct will result in his/her membership being terminated.
- c. Application for the change of sponsor or transfer of some of his/her entire personal group is strictly not permitted.

### **4.3 Cross – Sponsoring**

- a. No Cross-Sponsoring of membership shall be allowed. Cross-Sponsoring in this context means:
  - i. Sponsor / enroll an existing Member from another group member.
  - ii. Enrolling under another sponsor to operate his/her GTA business while his/her existing membership is still valid.
  - iii. Allowing other people or relatives to use his/her GTA membership to conduct business.
- b. In the event of Cross-Sponsoring, the following actions shall be taken:
  - i. The membership of the Member who sponsored /enrolled an existing Member of other group shall be terminated.
  - ii. The newly enrolled Members of the entire network organization shall be transferred back to their original sponsor.
  - iii. If Member “A” is found to have used other people’s or relative “B’s” membership under another group to carry out business, “B’s” membership will be terminated and all of “B’s” downline network organization shall be transferred to “A”.
- c. GTA reserves the right:
  - i. to withhold commission/bonus payment of the offending Member; and/or,
  - ii. to terminate the offending Member at GTA’s discretion.

### **4.4 Rules of Placement**

- a. Sponsor shall have the sole right to place the placement of the downline he/she personally sponsored and can only place the placement under his/her existing membership account within his/her downline network organization.

- b. Sponsor cannot place downline which contravene with Sections 4.2 and 4.3 above.
- c. It's the duty of the sponsor to place his/her downline in his/her placement genealogy in order to generate commissions/bonus payment.
- d. In the event the placement instruction from the sponsor is not clear, erroneous, contrary to the P&P (including the WTM Compensation Plan) or he/she gives no placement instruction at all, the downline membership account placement shall be by way of default i.e. auto-placement in the first vacant position of his/her sponsor membership account.

#### **4.5. Placement Change / Correction**

- a. It's the duty of the member to ensure he/she makes the right placement for their downlines with the right sponsor information.
- b. It cannot be deemed to have the placement changed and sponsor changed if any mistakes made by any members.
- c. Therefore, Company has the right to reject any request at its sole discretion upon any request on the placement and sponsor changed.

#### **4.6 Exception to Sponsor and Placement Correction**

- a. Exception to the *Section 4.2 and 4.5* may apply due to the genuine typo error and subject to One Sponsor correction and placement change (*subject to additional Conditions*) which must be requested within 3 days from the date of enrollment.
- b. Such corrections must be requested in writing from both (all) the sponsor(s) and the applicant stating the reasons for correction, and submit with their identities proof.
- c. It will be reviewed for approval by GTA in its sole discretion.
- d. It is also subject to Fee for the corrections to be made

## **SECTION 5 – REPRESENTATIONS & OBLIGATIONS**

### **5.1. Representations**

- a. Member shall not enroll or attempt to enroll an individual without his/her knowledge or enroll or attempt to enroll a non-existent individual (phantom) as a Member or fraudulently execute a Member Application Agreement on his/her behalf.
- b. Member shall only conduct his/her business operations within the country where he/she has joined as a member.

### **5.2. Obligations**

- a. Member shall be responsible to make tax payment in relation to his/her earnings in accordance with the relevant local tax legislations/regulations (*Section 2.3*).
- b. Member shall comply with all relevant applicable laws, legislations, regulations and

ordinances concerning his/her business operations in their respective country of residence.

- c. Member is required to provide guidance, adequate training and supervision to his/ her downlines and to the Member he/she sponsored.

## **SECTION 6 – VIOLATION OF POLICIES & PROCEDURES AND TERMS OF TERMINATION**

### **6.1. Prohibited Acts**

A Member shall not:

- a. Incur any liability or debt in the name or on behalf of GTA;
- b. Make or modify or alter or discharge any contracts in the name of GTA;
- c. Negotiate, enter into contracts and/or agreements for and on behalf of GTA;
- d. Sponsor or solicit or attempt to sponsor or solicit GTA's Member, employee, supplier, manufacturer, consultant and vendor into any trade, business or profession whether directly or indirectly in competition with or in conflict with GTA's interest or to alter or terminate their employment or business relationship with Company;
- e. Solicit the participation of any GTA's Member, employee, supplier, consultant, manufacturer, and vendor to purchase any products other than GTA's or opportunity or to participate in any trade, business or profession whether directly or indirectly in competition with or in conflict with GTA's interest. Notwithstanding the aforesaid, this provision does not apply to businesses/ trades conducted by other associated and related companies within GTA and its affiliates;
- f. Be engaged in or be interested whether directly or indirectly or whether as director, shareholder, proxy, principal, agent, servant or licensee in the promoting the interest or opportunity and sale of any products or goods other than those of GTA in any trade, business or profession in competition with or in conflict with GTA's interest. Notwithstanding the aforesaid, this provision does not apply to businesses / trades conducted by other associated and related companies within GTA and its affiliates;
- g. Influence existing Member, employees or agents of GTA or its subsidiaries in any manner that may be detrimental, prejudicial, adverse or which may disrupt the operations or image of GTA;
- h. Be involved in any media release pertaining to GTA's corporate-related information (including personal interviews granted) to newspapers/magazines/others without prior written approval / consent from GTA;
- i. Violate any terms stipulated in the P&P, rules and regulars, Code of Ethics, and directives.

### **6.2. Reporting of Violation**

It is the obligation of every Member to abide by the terms of the Membership Agreement and P&P. If any Member observes another Member deemed to have violated any provisions

of Membership Agreement and P&P, he/she should report such violation to GTA either by hand, write in or emailing to Customer Service Department, giving details pertaining to the nature of the alleged violation.

### **6.3. Rectification, Suspension and Termination Procedures**

GTA reserves the right to suspend and/or terminate any membership account / position for cause when it is deemed to have violated the provision of Terms of the Membership Agreement and P&P. Violation of the terms of the Membership Agreement and P&P is a serious issue and constitutes a breach of agreement by the Member. It is likely to cause a negative impact not only on the business of the Independent Member involved, but also on others.

#### ***In the event of possible violation, the following procedure shall be observed:***

- a. Upon any possible violation of the P&P, a complaint must be lodged immediately with GTA. The complainant may hand in, write in, or email to Customer Service Department, giving details pertaining to the alleged violation. The complainant must also inform his/her sponsor and/or upline about the complaint lodged against the Complainee.
- b. Upon receiving the complaint, GTA shall notify the Complainee, demanding a swift response within a reasonable time and give him/her the opportunity to explain himself/herself regarding the alleged violation.
- c. In the event GTA found the information provided by both the complainant and the Complainee is inadequate, GTA reserves the right to request for more details from either party and/or 3<sup>rd</sup> parties involved.
- d. Upon securing more and/or full details pertaining to the alleged violation as claimed by the complainant, GTA shall start a dialogue with the Complainee to ensure he/she is understood of the alleged violation(s) and not repeating the alleged violation. If it's not resolved, the complaint lodged shall be brought to GTA's management for resolution and decision.
- e. If by acting on the principle of impartiality, GTA is convinced that the only way to rectify the established violation is to suspend or terminate the membership of the Complainee, GTA shall give a notice in writing citing the reason(s) for action(s) to be taken. This notice shall be delivered through postal or email to the last known address and/or email address of the Member (Complainee) as listed in GTA's database. The letter shall include a brief description of the complaint lodged and to spell out the necessary actions to be taken to rectify his/her alleged violation as well as the deadline for his/her compliance.
- f. Failure on the suspended Member's part in rectifying his/her alleged violation within the deadline stipulated and a timely appeal is not made by the Member in accordance with the appeal procedure set forth shall eventually lead to the termination of his/her membership.
- g. GTA reserves the right to take necessary actions against the terminated Member and

demand any compensation for damages and legal costs incurred, if any.

- h. GTA reserves the right to amend or change any part of the above procedure whenever necessary without giving prior notice.

#### **6.4. Effects of Suspension**

- a. During the investigation period, GTA may at any point make an involuntary suspension at its discretion pending for the investigation of the possible violation.
- b. During this investigation period of the suspension, GTA may have prohibited the suspended member from purchasing products, conduct any GTA meeting and/or attending any GTA meeting, incentive trips, or to participate in any of the GTA business in sponsoring or development of any of the GTA memberships or withdraw facilities and privileges of the Member, if any; and/or withhold commissions, bonuses or incentives earned under the WTM Compensation Plan, if any, will be held in abeyance by GTA pending for resolution.
- c. Should the infraction be deemed unsubstantiated, the suspension will be lifted and any commission, bonuses or incentives will be credited to the Member concerned.
- d. The suspended Member can reapply for a new membership after his/her suspension subject to GTA's approval and Section 6.4 (e).
- e. The suspended Member reapplying to become a new Member of GTA shall not lay claim to any of his/her bonuses/ incentives, ranks or positions, which he/she enjoyed or held prior to his/her suspension.
- f. GTA reserves the right to claim damages from the suspended Member if he/she is in breach of the P&P or has participated in any other actions that may cause losses in terms of financial or otherwise to GTA.

#### **6.5 Effects on Termination**

- a. Immediately upon the termination, the terminated Member shall cease to identify himself/herself as the GTA Member and shall covenant not to influence existing Member, employees or agents of the GTA or its affiliated companies in any manner that may be detrimental, prejudicial, and adverse or which may disrupt the operations or image of GTA.
- b. A terminated Member shall remove, discontinue the use of trademarks, trade name, name card, signs, labels related to any GTA products, plans or programs.
- c. A terminated Member shall no longer be entitled to the status of his/her membership, position in the WTM Compensation Plan and to all future benefits and entitlements. (Standing orders for future purchases will be terminated and GTA may refund the unutilized funds (if any) after deduction of administrative charges.) His/her downline network organization shall be transferred to his/her direct sponsor.
- d. A terminated Member shall have no further claims whatsoever against GTA.
- e. The terminated Member may reapply for a new membership after his/her termination

subject to GTA's approval and *Section 6.5 (f)*.

- f. The terminated Member reapplying to become a new Member of GTA shall not lay claim to any of his/her bonuses/ incentives, ranks or positions, which he/she enjoyed or held prior to his/her termination.
- g. GTA reserves the right to claim damages from the terminated Member if he/she is in breach of the P&P or has participated in any other actions that may cause losses in terms of financial or otherwise to GTA.

## **6.6 Resignation**

Any member may voluntarily resign his/her membership status by failing to renew his/her Membership annually by paying a System Admin renewal fee of USD10 (HKD80) on or before end of 365 days or maintains with PS $\geq$ 60CV in a single receipt/purchase within 365 days prior to the anniversary date (*Section 3.2*) or sending a written notice or resignation letter to GTA. Resignation is effective upon receipt of such notice. For re-application, please refer to Section 3.1(d).

## **6.7 Refusal of Product Delivery / Refund**

Refusal of delivery or request for return of products previously purchased for refund shall be deemed as self-suspension (see Section 10.2).

## **6.8 Appeal**

A terminated Member may appeal against the action of termination by GTA by submitting an Appeal Letter to GTA stating the grounds of Appeal. The Appeal letter must be received by GTA within ten (10) working days from the date of the termination notice. If no Appeal letter was received within the specified deadline, the involuntary termination shall automatic become final.

If an Appeal letter was received within the deadline, GTA at its sole discretion, shall review the ground of appeal and notify the terminated member on its final decision. This decision shall be final and is not subject to further appeal and review.

If the appeal was denied due to insufficient ground of appeal, the termination shall remain in effect as of the date of original termination notice.

# **SECTION 7 – SALE, TRANSFER AND SUCCESSION OF MEMBERSHIP**

## **7.1 Sale of Membership**

An independent member position of GTA may be sold to a 3<sup>rd</sup> party after a period of six (6) months from the date of original membership registration.

The sale of membership is subject to prior written approval of GTA upon fulfilling the following conditions:

- a. Only a membership in good standing with GTA and not in any violation of the terms of the Agreement and P&P may be sold. The Member must write in to GTA for prior written approval before any sale of membership can be made. Approval is based on the review of the proposed purchaser's qualification and intention to purchase. It will be subjected to the consent and approval of GTA.
- b. Upon obtaining written approval of the sale from GTA, a completed and notarized duly stamped Sales & Transfer Agreement copy which signed between the buyer and seller and other supporting documents must be submitted to GTA. This transfer is subjected to a transfer fee of USD50 (HKD400).
- c. Any Member who has sold his/her membership can only apply to rejoin as GTA's Member after one (1) year from the date of the sale. Accordingly, he/she will start from the very beginning with no whatsoever claims on his previous entitlements.
- d. Selling and buying of an existing membership as a means of changing membership is generally discouraged. GTA shall scrutinize such transactions for violation, if any.

GTA reserves the right to disapprove any sale of membership. Any effort to circumvent compliance of this section will render the transfer to be declared null and void.

The member shall waive all the claims and cause of actions against GTA's decision to transfer a sponsorship or any membership

## **7.2 Transfer of Membership**

A Member may not transfer his/her membership or any rights therein to any 3<sup>rd</sup> party without the prior approval of GTA. GTA may not consent to any proposed transfer if it determines that the reason of the proposed transfer is not substantial or not in good cause.

A complete and notarized Sales & Transfer Agreement signed by the Transferor and the Transferee, letter stating the reason for transfer request and other supporting documents, must be submitted to GTA through mail or email for the request of the transfer. When such transfer is approved, and accepted by GTA, all bonuses accrued to the previous membership will be paid to the new owners unless otherwise specified in the notarized Sales & Transfer Agreement. The awards and recognition previously awarded to the membership and all other benefits of the membership may be terminated upon transfer unless otherwise provided in a written agreement by GTA. Such transfer of membership is subject to a fee of USD50 (HKD400).

### **7.3 Transfer from Individual to Corporation**

A Member may request to change his/her membership status from Individual to a Corporation subject to the approval of GTA. This status change is subject to any applicable legal requirements and requires the completion and submission of documents (Section 2.2(g)) with a complete and notarized transfer Agreement to GTA. Such change of membership status is subject to a fee of USD30 (HKD240).

### **7.4 Divorce or Dissolution**

In the event of a divorce or dissolution, GTA shall under NO circumstance to determine the division of or divide a membership or downline organization, to split commissions or bonuses or other rewards between the divorcing parties or members of dissolving entities.

The divorce parties or members of dissolving entities must resolve their dispute over the disposition of commission or bonuses and the ownership of the business. GTA has the right to withhold any commission or bonuses earned during this period of dispute. If parties of divorce or the dissolving entities are unable to resolve their dispute over the disposition of commission or bonuses and the ownership of the business, then the Membership Agreement shall be involuntarily cancelled.

### **7.5 Succession**

- a. Notwithstanding any other provisions of this section, upon the death of a member, the membership shall be passed to his/her successor, subject to the *Member Eligibility in Section 2.2*, as provided by the relevant laws of the country concerned. GTA shall only recognize and/or proceed with the transfer after a complete and notarized transfer Agreement being submitted with the certificate of death, will, trust or other instruments and other supporting documents for the execution of a Membership Agreement of the successor. The successor shall be entitled to the rights and benefits for the membership inherited subject to the obligations in Membership Agreement and P&P of GTA.
- b. Upon incapacity or health problems of a Member, his/her membership may be transferred to the Member's beneficiary subject to GTA's approval and relevant laws, if any, of the country concerned. Please refer to *Section 7.2 Transfer of membership*.
- c. In addition, the member may request to add the name of his/her Beneficiary to his/her membership in which the beneficiary should be the next-of-kin being his/her spouse, parent, child, or immediate brother or sister. Such request may subject to the terms and conditions as may be imposed by GTA upon receiving a complete and notarized transfer Agreement with the medical certificate, will, trust or other instruments and other supporting documents for the execution for such changes request in the Membership. There is a process fee of USD50 (HKD400) for such changes in the membership.



## **SECTION 8 – PRODUCT SALES AND PRICING**

### **8.1 Sales Representation**

- a. GTA is a product based company and all the sales activities, incentives, programs are based on the sales of GTA's products and not on recruitment.
- b. Member shall do the sales presentation to his/her prospective customers on GTA business, GTA products and WTM Compensation Plan truthfully and accurately. The Member shall not give any inaccurate and untruthful information about GTA and may not use any misleading, deceptive, or unfair sales presentations.
- c. Member shall only do presentation on the products that are officially launched, approved and published in GTA's literature and available in the local market and shall not claim, represent, imply directly or indirectly, on any products which are not officially launch by GTA. The member shall not bind GTA for any of this misrepresentation and Company reserves the right to seek for indemnify from the member for any damages caused, if any.
- d. All statements, claims and representation regarding Product description and usage must conform with GTA literatures that have been approved for GTA business.
- e. Member shall not impose any minimum purchase or compel prospective members to purchase more Products than they can reasonably afford to sell, retail, use, consume or maintain a specific of number of products before joining GTA.

### **8.2 Credit Card Purchases**

Member shall only use his/her own credit card with sufficient funds for GTA product or sales literatures purchase. He/she shall not use another individual's credit card without the individual's prior written approval unless otherwise he/she can provide a copy of the written approval with supporting documents to GTA upon request.

### **8.3 Credit Card Chargebacks**

Under no circumstances can a member charge back any credit card payment made for the products purchased. Any member who does the chargeback shall lose all credit card ordering privileges until the charges are fully settled with certified funds. GTA reserve the right to suspense and/or terminate the membership of any unsettled certified funds due to credit card chargebacks until it is fully settled by the member.

### **8.4 Eighty Percent Rule (80%)**

A member shall not require to have a specific inventory requirement. He/she must use his/her own judgement in determining the inventory needs upon reasonably projection of own consumption and retail sale thus prohibited from purchasing more than reasonable amount of inventory. By placing an order, a member has certified that he/she has sold to retail customers or consumed at least 80% of all products previous purchased.

## **8.5 Back Orders**

At times when GTA's products and/or sales materials are unavailable for any period of time, the member may be given the option of placing the order(s) and waiting for the availability. The orders can only be cancelled with full refund if it has not been processed and/or keyed in into GTA system for commission/bonus calculation according to GTA WTM Compensation Plan; where no commissions were earned on the back orders. If the back orders were keyed in into the system where commission were earned on the back orders, then it shall be considered as a product refund (*refer to Section 10*).

## **8.6 Retail Sales**

To qualify for commissions and bonuses under WTM Compensation Plan, all members shall make retail sales to the ultimate consumers.

## **8.7 Product Ordering**

- a. Member shall purchase products and those promotional packages directly from GTA at Gross Member Price (GMP). Any purchase from his/her sponsor and/or upline personal inventory has attributed the commission on the products purchase to his/her sponsor and/or upline.
- b. Member is not allowed to resell GTA's products to their downlines, sidelines and other groups without the consent from GTA.
- c. Member is not allowed to purchase/sell to the staff of GTA and vice versa.

## **8.8 Pricing**

- a. All products of GTA shall be sold at the price (GMP) approved by GTA. Member shall sell products to customers at Suggested Retail Price (SRP) or any price but not lower than the GMP, accepted by the customers. However, the member is not permitted to label ("advertise") any price lower than the SRP.
- b. Member is NOT allowed to carry out their own products promotion campaign.
- c. Member is refraining from underpricing or overpricing any products of GTA for the purposes of earning more profits or promoting sales.
- d. Any violated of the above *Section 8.8 (a) – (c)* may warrant a termination and/or legal action by GTA.
- e. GTA reserves the right to make products and sales materials price changes without prior notice.

## **8.9 Uncollected Products**

Member is acknowledged that administrative time and costs will be incurred by GTA to retain Products and/or any literatures and/or sales materials purchased but remain uncollected by and/or undelivered to you within 10 days from your date of purchase; by reason of either you failed to collect it for whatever reason or GTA unable to deliver to you

due to incorrect or incomplete delivery address and/or unavailability of the named recipient at the address provided by you;

THEN upon the expiry of the aforesaid period of ten (10) days, GTA shall, without notice, cancel your order of such Products and/or any literatures and/or sales materials purchased. The amount to be refunded shall be not less than 90% of the original net cost (Net Member Price (NMP) – 10% Administrative Fee) of the member less any freight charges, any benefits/incentives under any campaign and commissions or bonuses paid on the returned products (*Section 10.2*). All upline members affected by the returned products shall be subjected to commission and/or bonuses adjustment / recoup accordingly based upon the returned products in his/her weekly Bonus Statement (*Section 9.(f)*).

## **SECTION 9 – COMMISSION AND BONUS PAYMENT**

- a. All commissions and/or bonuses payable under WTM Compensation Plan are based on the sales of GTA's Products and not through recruitment of member, sales of sales materials or sales aids or rank advancement. Only Active and Activated membership are eligible for commission and/or bonuses.
- b. All weekly commissions and/or bonuses will be paid in the local currency within 14 days after the end of each week closing save for Quarterly Dividend which will be paid within 14 days after the end of each quarter closing. In some unforeseeable circumstances, there may be a few days of delay due to external factors beyond GTA's control.
- c. The minimum payment for commission is USD20. Any commission generated less than USD20 shall be accumulated until it exceeds USD20.
- f. GTA shall charge a fee of USD10 for the following dormant outstanding commission payment:
  - i. No commission activity for a period of 12 months in the Member's e-wallet (no activity of member for more than 365 days from the date of registration – *Section 3.2 Renewal*);
  - ii. Commission payments that are delayed/pending due to the act/omission of Member for a period of 6 months.
- e. Upon receiving weekly Bonus Statements, Member should check to ensure the figures are accurate. Any queries should be made within 7 days from the issuing date of the statements, failing which the Bonus Statement is deemed correct.
- f. GTA shall adjust all commissions and/or bonuses paid or to be paid as a result of returned/refund/buyback (*Section 10.2*) of Products. All upline members affected by the returned products shall be subjected to commission and/or bonuses adjustment / recoup accordingly based upon the returned products in his/her weekly Bonus Statement.

## **SECTION 10 – PRODUCT GUARANTEE & REFUND**

### **10.1 Product Guarantee**

- a. GTA offers an exchange for any manufacturing or packaging damaged or defective products that are directly purchased from GTA within 14 days from the date of purchase through will call and/or 7 days upon receipt of the products by shipping. The Products returned must be in good condition, useable, resalable, restockable, unopened, unaltered and long shelf-life.
- b. However, this guarantee does not apply to expired Products or Products which were damaged due to negligence, misuse, unintended use, mishandling or unauthorized modification by member.
- c. For Member presents the product in person to GTA, the following procedure is required at the time of returning the products:
  - i. Product Return Form (attached with Product stating reasons for return); and,
  - ii. Copy of Invoice/Cash Order; and
  - iii. Payment Receipt
- d. For Member who wishes to ship the product for exchange, the following procedure is required:
  - i. Contact the Customer Service of GTA through mail or email, telephone for the request of approval and to obtain a Return Merchandise Authorization number (RMA).
  - ii. Attach the documents Section 10.1c (i) – (iii) into the package(s)
  - iii. Ship the package(s) with the RMA number on the outer package(s). Any package(s) received without such RMA clearly visible on the outer package(s) will be refused.
  - iv. Members are responsible for the shipping charges and GTA may not refund any original shipping cost to members, if any.
- e. Exchange products will be delivered within 7 working days upon receipt and verification by GTA.

### **10.2 Refund / Buyback policy**

- a. Upon voluntary resignation of membership, Member may apply to return any GTA's Products that are in good condition, useable, resalable, restockable, unopened, unaltered and long shelf-life, directly purchased from GTA for personal use within 10 days from the date of purchase which repurchased subject to the compliance of the Eighty Percent Rule (80%) (Section 8.4).
- b. Upon Company's approval, the amount to be refunded shall be not less than 90% of the original net cost (Net Member Price (NMP) – 10% Administrative Fee) of the member less any freight charges, any benefits/incentives under any campaign and commissions or bonuses paid on the returned products.

- c. The form of the refund will be based on the original mode of payment. If payment was previously made by credit card, a credit card charge back will be arranged and if payment was previously made by cash then GTA may choose other alternative mode of refund as it deems fit.
- d. If commission/bonuses have been paid on such Products, GTA will recoup the commission/bonuses of all upline members affected by the returned products (*Section 9.(f)*).

## **SECTION 11 – TRADEMARK AND COPYRIGHTS, ADVERTISEMENT & SOCIAL MEDIA**

### **11.1 Trademarks and Copyrights**

The name of GTA and the name of all the GTA products, services and programs are the trademarks owned by GTA. Only GTA is authorized to produce and market products and literature under these trademarks. Use of the GTA name on any items or materials not produced or authorized or consent by GTA is prohibited.

Members are liable for damages arising out of their misuse of GTA's trademarks, copyrights and any intellectual property rights of GTA.

### **11.2 Use of Trademarks and Copyrights**

- a. GTA's trademarks and copyrights are valuable assets of GTA and GTA is strictly regulating the use of these trademarks and copyrights to ensure the value of it. Apart from GTA produced printed materials may supply and/or sell to Members, a Member should not use the name of GTA, its logo, trademark(s), and/or other representation of GTA to produce, reprint, duplicate any materials without prior written approval of GTA. Upon expiration, suspension/termination of a membership, the Member:
  - i. Shall discontinue the use of all GTA's logo, trademark(s), and/or any other representations; and
  - ii. Shall not use any name, sign, label, stationery, Products name, copyrights, designs and/or any printed material related to any of GTA's Products.
- b. Member may not register or use any of GTA's name(s), trademark(s), logo(s) or product name(s) in any website, URL (Uniform Resources Locator) address, Domain name, electronic media advertising or other forms of advertisement.

### **11.3 Imprinted Business Cards and Letterheads**

The Member of GTA are not permitted to use GTA trade name or any of its trademarks to produce or print their business card or letterhead.

#### **11.4 Advertisement**

- a. Member shall not advertise GTA's Products and/or its WTM Compensation Plan without the prior written consent of GTA except by using the exact content written in Company's printed materials.
- b. Member shall not duplicate, reprint or personalized any/all Company official literature and materials without prior written approval from GTA. Any/all the promotional materials intended to be produced by the member shall be pre-approved in writing by GTA prior to its publication.
- c. All products of GTA shall be marketed and sold in its original form and packaging. Member shall not alter, relabel, repackage, rebundle, unbundle, put into loose form, or otherwise; change any of GTA's products or sell any product under any name or label other than the authorized by GTA.
- d. Member shall obtain prior written approval from GTA prior to selling, participating and displaying Company's products at trade shows/conventions.
- e. Member shall obtain prior written approval from GTA before participating in any media interviews, respond to any media inquiries and promote product or opportunity through any news report or trade industry publication.

#### **11.5 Product Claims**

- a. Members shall not make any specific product related claims and representations other than the content in GTA's literature that have been approved for GTA business in the authorized Country where the member make the claims.
- b. Only those pictures, photos, videos that have been approved by GTA may be used to demonstrate the benefit of product by comparing the "before and After" product consumption.

#### **11.6 Income Claims**

The Member shall not make any claims, specific or implied, regarding the income opportunity that are misleading including income guarantees of any kind, display commission checks to show the income opportunity in a manner for recruiting purposes. It is important for all members to fully informed and have realistic expectation concerning the income opportunity associated with being a member through the effort of sharing company's products and getting rewards and commission through our WTM Compensation Plan.

#### **11.7 Internet and Social Media**

- a. Member may promote GTA business through GTA's replicating website program only.
- b. Member must obtain GTA's prior written approval before setting up any online social platform, including but not limited to blogs, sites, Facebook account to share his/ her personal experience and/or network's experience. Such information published and/ or its

content shall comply with the provisions in the P&P.

- c. Any advertising online pertaining to GTA's products, campaigns and promotions shall be published upon obtaining prior written approval from GTA.

## **SECTION 12 – GENERAL PROVISION**

**12.1 Confidentiality:** Member shall not disclose to third party or use confidential information including but not limited to genealogy, manufacturer information, commission and sales reports, Product specifications or formula and other business and financial information of GTA received whether in electronic or written form for any other purpose except as permitted by GTA nor directly or indirectly contact or communicate with GTA's supplier, vendor, and manufacturer without Company's prior written consent.

**12.2 Waiver:** Failure to enforce or to require the performance at any time of anyone of the provisions of this P&P shall not be construed as a waiver of such provision, and shall not affect either the validity of this P&P or any part hereof or the right of any party thereafter to enforce each and every provision in accordance with the terms of this P&P. Any waiver by GTA can and shall only be effected in writing by the authorized personnel of GTA.

**12.3 Indemnity:** Member shall indemnify and hold harmless GTA, its shareholders, officers, directors, employees and agents from and against any/all claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Member's: (a) activities as Member; (b) breach of the terms of the Agreement; and/or (c) failure to comply with any applicable laws, legislations/regulations or rules.

**12.4 Limitation on Liability:** To the extent permitted by law, GTA shall not be liable for; and Member releases GTA and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Member as a result of: (a) breach of Agreement, P&P, rules, regulations, Code of Ethics, directives, terms and conditions of the Business Manual, and/or WTM Compensation Plan by Member; (b) Member's business operations; (c) any inadvertent, incorrect or wrong data or information provided by Member; (d) violation of any copyright in connection with materials provided by Member; or (e) failure by Member to provide any information or data necessary to GTA for business operations including but not limited to marketing and promoting of Company's Products and/or the joining and acceptance of any individual as GTA's Member or the payment of commission and bonuses.

**12.5 Limitation of Damages:** To the extent permitted by law, GTA, its affiliates, officers, directors, shareholders, employees and other representative shall not be liable for, and each Member hereby releases the foregoing from, and waives all claims for loss of profits, incidental, special or consequential or exemplary damages which may arise out of any claim whatsoever relating to GTA's performance or non-performance, act of omission with respect to the business relationship or other matters between the Member and GTA whether in contract, tort or strict liability. Furthermore, it is agreed that any damages to the Member shall not exceed and is hereby expressly limited to the amount of unsold Company's Products owned by Member and any commission and/or bonuses owed to Member.

**12.6 Force Majeure:** GTA shall not be responsible for delays or failure in performance caused by circumstances beyond GTA's control including but not limited to strikes, labor difficulties, fire, war, government decrees or orders, or curtailment of a party's usual source of supply.

**12.7 Entire Agreement:** The Member Agreement, P&P and WTM Compensation Plan together constitute the entire Agreement between Member and GTA.

**12.8 Notices:** Each notice, demand or other communication of any kind whatsoever given/served by either GTA or Member shall be in writing and delivered by electronic communication whether by telex, telegram, e-mail or fax (if confirmed in writing sent by registered mail or by personal service). Any Party may change its address for notice by giving written notice to the other in the manner provided in this section. Any such notice, demand or communication shall deemed to be have been given or served on the date personally served by personal service, on the date of confirmed dispatch if by electronic communication, or other evidence if delivery is by mail.

**12.9 Changes and/or Amendments:** Member shall comply with this P&P, rules and regulations, Code of Ethics, directives and any amendment made by GTA from time to time. GTA reserves the right to amend/change its Terms of Agreement, WTM Compensation Plan, P&P, Rules and Regulations, Code of Ethics, directives at any time without prior notice. Amendments will be communicated by GTA by publication at GTA's website and shall be effective and binding as the publication date. In the event any conflict exists between the previous documents/policies and any such amendments, the amendments shall prevail.

**12.10** Should there any part of this Agreement be unenforceable (including any provision of exclusion of liabilities), the enforceability of any other part of therein shall remain in full force and effect.