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GCOOP

GCOOP USA POLICIES AND PROCEDURES

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GCOOP USA POLICIES AND PROCEDURES

The Policies and Procedures of GCOOP USA (hereinafter “GCOOP USA” or “Company”) of GCOOP USA Corp. (hereinafter “Company”), are provided as a guide for participating members and contains policies regarding network marketing. It is imperative that all members read, understand and agree to these policies. This document may be modified, to accommodate the growth of the network and the business including the policies and procedures, product prices and compensation plan etc.

The Company adheres to all regulations and legislations related to multi-level marketing and all members must adhere to said regulations and legislations as well. Members must read and understand the contents of this document. Any questions or concerns regarding the policies and procedures are to be directed to enrollment/placement sponsors, upline members, as well as the 1:1 inquiries board, which can be found on the GCOOP USA website.

SECTION 1 Member Regulations

1-1 To be eligible for membership an applicant must meet the following qualifications

- a. The Applicant must be sponsored by a current member of GCOOP USA and must agree to enrollment and all terms and conditions, privacy policy, and policies and procedures.
- b. Only applicants that meet the desired qualifications are eligible for membership and will be able to sell the company’s products and services, participate in the Compensation Plan and sponsor other applicants for membership.
- c. Applicant must be residing in the United States (excluding Alaska, and Hawaii) and must be over 18 years of age (born after 1997).
- d. Applicant must have a valid Social Security Number (SSN) or a valid Tax Identification Number (TIN)

1-2 Reenrollment

Terminated Members must meet the conditions listed below to be eligible for re-enrollment

- a. Members that voluntarily terminated their accounts and have waited 6 months (from the date of termination)

- b. Members that were terminated by company policy due to inactivity for 1 year.
- c. Members that were terminated by company policy due to lack of sales volume for 3 months.

1-3 Spouse and Joint (Married Couples) Membership.

Married couples are allowed one joint membership. If both the husband and wife wish to register as members, the spouses must register under a single membership. A married couple may not have separate memberships and may not sponsor each other. If a spouse is already a member, the unregistered spouse wanting to become a member himself/herself has to apply for joint spouse membership. The Company, and the married couple, as joint members, can conduct business together and pursue joint interests. The Company reserves the right to deny approval of a joint membership; once the Company denies approval, the spouse cannot be registered under joint GCOOP USA Membership. Joint (Married Couple) members must designate a main member who will be receiving various information and commissions from the Company. Any restriction, suspension and termination of the status of either member holds valid for both members. The main partner of membership may not be changed once designated. Any business activity by an unregistered spouse that is deemed to have been approved by or conducted at the request of the registered spouse, the registered spouse will be responsible for any violation of the Policies and Procedures or any GCOOP USA policy by unregistered spouse.

1-4 Marriage

If two registered members are married, one of the spouses must terminate membership within 30 days of marriage and request for joint Membership after his/her membership is terminated.

1-5 Divorce

If Joint Members decide to divorce each other, the Company, on grounds of the couple's divorce, will not divide Membership status, commissions or downline. The divorcing joint (married couple) Members must comply with the Policies and Procedures and decide who will be retaining the Member status moving forward, based on mutual consent, and notify the Company of their final decision. Until a letter

of consent or a court ruling is submitted to the Company, the Company will recognize the right of the Membership in the same way before the divorce.

1-6 Immediate Family Members

Immediate Family Members may not be placed above or below on the placement or enrollment genealogy tree.

1-7 Member Company Relations

Members may not claim the Company as an employer to others or on any documentation.

1-8 Registration in Borrowed Name or False Identity and Prohibition of Business Activity

A Member may not enroll or operate a membership in the name of a parent, spouse, offspring, relative or a third party and may neither claim present nor future ownership rights to Membership registered under a borrowed name or false identity. Once the Company becomes aware of any borrowed name or false identity, in the Membership or business activity, the membership status is temporarily suspended, and payment of commissions, bonuses and promotions are put on hold. The Company can decide on sanctions against violations, including suspension or termination of status based on the Policies and Procedures, and then notify the Member. Any such decision can be made solely at the Company's discretion.

1-9 Independent Business Owner Status

Members are independent business owners (contractors). A Member is not a merchant, joint venture partner, business partner, employee or agent; stating or implying otherwise verbally or in writing is strictly prohibited. Members hold no authority whatsoever to represent or act as an agent on behalf of the Company, and the Company is not legally responsible for Members. Members themselves are responsible for their own business decisions and should determine their business activities and the time invested based on their own judgment. The Company pays commissions based on a Member's sales and not on the time invested for business activities. The Member takes full responsibility for any potential risk or losses on his/her part resulting from his/her own business activity. Responsibility for Member's

expenses for meetings, entertainment, office rentals, operations, labor, legal counsel, equipment, accounting and other business related activities, and his/her business decisions lies fully with the Member.

1-10 Taxes

A member, as an independent business owner, should not be regarded as an employee or an agent of the Company.

Members are required to abide by US laws, enforcement ordinances and enforcement regulations and are obligated to pay all taxes including federal and/or state tax on products purchased and sold according to tax laws of the United States. The Company is not responsible for personal taxes nor for personal duties in regards to tax payment.

1-11 Observation of Laws and Regulations

A Member must comply with all laws, regulations and ordinances pertaining to business activities of a Member. A Member himself/herself decides his/her expected income, as well as expenses including taxes levied on independent enterprises and is held responsible for the outcome of the decisions.

1-12 Submission and Collection of Personal Information

The Company assigns a Member a unique Member serial number and subdomain with URL, upon acceptance of the Agreement. The Company respects Members' privacy and makes every effort possible to protect their personal information. In order to support Members' business success, the Company collects, stores and strictly manages personal information of Members, including their personal information and Membership, downline, and bonuses. All information provided by the Member himself/herself will be in the custody of GCOOP USA Corp. which is headquartered in the United States. A Member can check his/her personal information in the Company's custody after completing the personal identification procedure through the Customer Support Center.

1-13 Modifying Member Information

It is the responsibility of the Member or Preferred Customer to provide the Company with current and correct contact information, including but not limited to: address(es), telephone number(s), fax number(s), website address(es), and e-mail address(es) in

order to facilitate prompt communication between the Company and the Member. The Company reserves the right to deny enrollment if they suspect that false or incorrect information has been submitted. It is the responsibility of the Member to update and provide accurate information. The Company reserves the right to suspend or terminate members that do not execute these responsibilities and will not be held responsible for situations arising from communication that is delayed, misdirected, or returned to the Company due to incorrect or outdated information provided by the Member.

1-14 Ban on Unauthorized Activities

Members may not engage in any activity whatsoever that presents themselves or concerned individuals as a representative or an agent of the Company, including the following:

- a. Registration and retention of Company name, trademark, or product.
- b. Registration and retention of URL using Company name or trademark. (the Subdomain provided by the Company is an exception)
- c. Registration or obtaining of approval/certification of Company products.
- d. Any business activity whatsoever that represents the Company.
- e. Any activity not authorized by the Policies and Procedures, including dissemination of Company information to a mass audience through on/offline media. (Approved in advance is an exception)
- f. Any other activity that violates the rights of the Company.

Members that incur losses to the Company through inappropriate actions that present themselves or concerned individuals as representatives or agents of the Company will be held responsible to pay compensations for damages as well as for all legal expenses borne by the Company to make resolution. Moreover, the Member must immediately turn over the rights of the Company, including Company name, trademark, product name and URL, registered in violation of the aforementioned guidelines.

1-15 Non-exclusivity

There is no area of exclusivity in the marketing and sponsoring of the business. Members are not allowed to say or imply that they hold exclusive right to a business area or status. They will not be provided with a dealership or a franchise, and will not

have exclusive rights to a certain area with regards to sales or sponsoring.

1-16 Ban on Sales of Goods Between Members

Selling Products to another member of the Company for attainment of a higher rank, commissions or promotion is strictly prohibited. A Member must purchase Company products, sales aids, publications and materials directly from the Company. Anyone in violation will be subject to having his/her Member status restricted (suspension or termination).

1-17 Communication Restriction

Members' Communications regarding their business activities must be limited to the Company and its employees. A Member cannot directly contact Company partners, vendors, advisors or hired experts without explicit written consent from the Company.

1-18 Compliance to the Company's marketing material use and Compensation Plan

Members must comply with the terms of the compensation plan provided by the Company. When offering business opportunities and marketing materials, members must provide accurate information provided by the Company regarding the Compensation Plan and not otherwise.

SECTION 2 Term of Status and Renewal

2-1 Term of status

The term of GCOOP USA member status is valid for 1 year from the final purchase.

2-2 Inactivity

The status of a Member who has not been active for 1 year after his/her final purchase of products will be automatically terminated. The member will be informed regarding the termination of their membership, four weeks from the effective date in the way that the Company designates.

SECTION 3 Sponsorship

3-1 Sponsorship

Members can sponsor other Members in the United States that are approved by the Company. A sponsor must make every effort to help a member study and fully understand the Agreement, the Policies and Procedures and the GCOOP USA Compensation Plan.

3-2 Ban on Income Claims

Partners cannot present or promote income projection based on a “mathematical” or “idealistic” projection of the GCOOP USA Compensation Plan to potential Members. Since successful attainment of expected income may depend on numerous variables and personal efforts, a Member cannot present his income to others as indication that success is guaranteed for everyone. Commission income cannot be used as marketing material in any case whatsoever, and Members are not allowed to present or promote to potential Members projections of rewards and income to be generated by the business. Members must present honest and objective information on the GCOOP USA Compensation Plan. A Member cannot claim past income or future income projection as current income to a potential Member. A Member cannot present or guarantee a potential Member anything whatsoever regarding income.

3-3 Change of Placement Sponsor and Enrollment sponsor

A Member may not change the placement Sponsor of a new member, nor the enrolling sponsor. Placement/Enrollment sponsors may be modified within 3 days after enrollment, only if the member has no downline members.

SECTION 4 Resignation and Termination

4-1 Voluntary Resignation

A member may resign voluntarily by failing to renew member status or by notifying the Company of the intent to resign by filing a resignation form along with a scanned copy of identification (such as a passport, social security identification, driver’s license, etc.) to info.us@gcoop.com. Voluntary resignation takes effect from the date that the Company receives the notification.

4-2 Suspension of Status

A Member who violates the terms of the Agreement, including the Policies and Procedures, GCOOP USA Compensation Plan, and other documents published by the Company, may have his/her Member status suspended. When a decision is made to suspend the status of Member, the Company will notify the person in writing that he/she is suspended beginning the date the notification is made, the reasons of suspension and the requirements for lifting the suspension. Suspension notification shall be sent to the member's email or his/her Back Office Notice board according to the notification clause of the Policies and Procedures. It is at the discretion of the Company to have the status in suspension terminated and the member may not request the decision for termination to be revoked or appealed.

4-3 Termination of Status

A member who violates the terms of the Agreement, including the Policies and Procedures, GCOOP USA Compensation Plan and other documents published by the Company, may have his/her Member status terminated. The Company has the discretion to terminate the status of the Member in violation right away without suspension. The Member is given the opportunity to explain to the Company the reason for the violation that led to termination. When the final termination decision is made, the Company will send a notification to the member's email and the notice board on member's Back Office informing the member that termination is effective within 30 days of the date of the letter notifying the violations.

4-4 Appeal

A member who wishes to appeal the termination of status must file an appeal via email and the notification board on the Back office within 15 days of the Company's notification of the termination. If the member fails to file an appeal within 15 days, the termination will automatically be finalized.

4-5 Obligations Pertaining to Resignation and Termination

A member who has resigned or is terminated is affected by, and must comply with the following.

- a. The member must stop claiming to provide Company products, GCOOP USA

Compensation Plan, services or programs, and must remove or permanently stop the use of Company trademarks, logos, service marks, trade names, signatures, labels, stationary and advertisements.

- b. The member must stop claiming himself/herself as a member of GCOOP USA including and without limitation on social media sites.

- c. The member loses all right to the member status, the status position in the GCOOP USA Compensation Plan and the resulting future commission. The member must comply with all legitimate request made by the Company regarding confidentiality. The Company has the right to deduct losses incurred by the member, from commissions and deposits that are due to the member.

4-6. Reapplication

Acceptance of the reapplication of a resigned or terminated Member or the application of a family member of such a member is at the discretion of the Company, which reserves the right to deny.

4-7. Legal Jurisdiction

If a lawsuit is to take place regarding resignation/termination of a Member, the competent court will be one that has jurisdiction over the location of the Company, GCOOP USA Inc. in the United States.

SECTION 5 Proprietary Information

5-1 Confidentiality Obligation

During the period that Member status is maintained, the Company may provide a Member with confidential or proprietary information, including trade secrets that are deemed to be confidential or proprietary information, trade secret information that is confidential or proprietary, trade secrets including organization and downline reports, customer lists, information being developed by or whose rights are with the Company, Member lists, manufacturer and vendor information, business reports, commission, sales and other financial information, profitability reports and others. Such information (in either written or electronic versions) is confidential or proprietary, or are trade secrets of the Company and will be shared with Members

based on the highest level of confidence only when needed and strictly for use in business with the Company. Members must make every effort to protect such confidential, proprietary information and trade secrets and cannot directly or indirectly disclose such information to a third party. During and after the period Members status is maintained, Members shall not use the information to compete with the Company or for any other purpose than to promote Company programs, products and services. If a Member no longer has Member status or has failed to renew, he/she must stop using such confidential, proprietary information and trade secrets, and immediately return such information to the Company. If such information is not returned or is supplied to a third party, the Company can decide to suspend or terminate Member status of the concerned Member, as provided by the Policies and Procedures, even if the information supplied is not used, and can take legal action if necessary, in order to protect the rights of the Company.

5-2. Restriction on the Use of Copyrights

Upon enrollment, a Member must comply with the copyright protection policies. A member illegally using Company's creative work can have his/her Member status suspended or terminated, and has to take legal responsibility for the infringement of copyrights.

5-3. Prohibition on Contacting Vendors, the Science Advisory Board and Others

A member agrees he/she does not have any right to take action concerning introduction or pursuance of business in a certain country or region. (The Company's business relationship with its vendors, manufacturers, suppliers and researchers is confidential. A Member may not contact or engage in direct or indirect communication with any supplier, manufacturer or researcher who has a business relationship with the Company.

SECTION 6 Trademarks, Content, and Advertising

6-1 Trademarks

The Company has the ownership of the Company name, trademarks, logos, service marks, and all other copyrighted materials, including the Company's product names.

Such marks and materials must be used in strict compliance with the Policies and Procedures. Only the Company can produce and promote products and content with such trademarks. Using Company name on products and other promotional goods that are not produced or authorized by the Company is strictly banned.

6-2. Print, Electronic and Online Advertising

A member cannot officially use any advertisement or advertising media to promote Company products, business opportunities, GCOOP USA Compensation Plan, etc., as means of selling products and attracting potential customers. However, advertising materials created and disseminated by the Company or those created by a member and approved by the Company can be used partially in print or electronic media, including Internet websites to advertise member's business or to sell Company products or services. No one, however, can use materials with Company name, logos, trademarks or copyrights not created or approved by the Company in advance. Members must comply with Company policies in the document as well as the requirements of the programs. All questions regarding this matter are to be directed to the 1:1 Inquiries board in myoffice.

6-3 Video and Audio Recording Ban

Video or audio recording devices at any meeting or event hosted by the Company is strictly prohibited. No such documents regarding such meetings may be created or circulated.

6-4 Medical Claims

Members are not allowed to make medical claims (explicit or implicit) on any of the Company products. The Company recommends customers under medical care or with certain medical conditions, to consult their doctors before using the products.

6-5. Legal Responsibility

Violating the provisions in the Policies and Procedures can be grounds for termination of Member status. The member in violation may be liable for damage incurred to the Company under civil and criminal laws.

SECTION 7 Payment of Commission

7-1 Basis for Generation of Commissions

For a Member to be able to receive commissions, he/she must adhere to all policies and procedure, terms and conditions, privacy policy and the compensation system designated by the Company.

7-2 Commission Payments

Commissions are paid weekly, according to the method designated by the Company

7-3 Payment Terms and Condition

After enrollment, a member must provide banking information and a void check to prove that they are in possession of the account that they provided, as well as proof of identity, proof of residency, and a W-9 form to myoffice.

7-4 Date of Payment Commissions

Commission payments occur once a week on Thursday through myoffice. If the payment day falls on a holiday or a weekend, commissions are paid on the next normal business day, exact times may vary depending on the member's banking institution.

7-5 Minimum Payment of Commissions

Payment threshold for commissions is 50 USD. Commissions that fall short of the threshold for minimum payment are not paid out and will be added to the following commission payment.

7-6 Deduction from Commissions

Commissions that are generated and paid on goods returned, shall be the responsible of the member who has received commissions, and shall be returned to the Company. The Company holds the right to deduct the amount of commission from commissions to be paid in the future, to the member and to his/her upline member.

7-7 Income and Tax Reporting

Commissions paid to Members are governed by tax laws of the United States.

Payment is reported as income and is subject to taxes. Members are responsible to report income and pay taxes accordingly.

SECTION 8 Product Purchases and Sales

8-1 Purchasing Products

Only authorized users of credit cards or bank accounts can use a credit card or bank debit card to process transactions. The company cannot accept purchase orders using another person's credit card, debit card, etc.

8-2 Ban on Excessive Stockpiling

The Company recommends Members to purchase products for their personal use and for the purpose of filling consumers orders. However, purchasing excessive amount of products for rank advancement, retention and promotion qualification is strictly prohibited.

8-3 70% Retail Rule

To qualify for commissions, a member has to be able to prove that at least 70% of products purchased are sold to consumers and consumed by a member or member's family. Any Member may be requested by the Company to provide evidence of the Member's adherence to the rule. We advise members to keep a good record of his/her business and be able to answer Company requests for confirmation truthfully.

8-4 How to Order

All orders submitted to the Company via the website or myoffice, require the following information: Member name, delivery address, telephone number and email so as to enable the Company to process the order correctly. An order sheet that fails to provide the necessary information can be delayed in its processing. There is no burden of minimum order requirement and shipment fees, and charges can differ depending on delivery location and order quantity.

8-5 Payment Options

The Company does not receive orders on trust. Orders are valid only when the

payment process is completed. Payment must be made by debit or credit cards. Debit cards and credit cards, must be in the name of the individual purchasing the order. The Member is responsible for all legal claims. If a transaction is unable to be processed, the product will not be shipped.

8-6 Order Errors

Providing accurate, current member information, products, payment information and shipping address when purchasing products is the responsibility of the Member. The Member is solely responsible for order processing or shipment delays due to erroneous information provided; the Company will not be held responsible for any problem due to such errors.

8-7 Temporarily Unavailable Products

Once payment for ordered products is complete, the Company processes the order for shipment. If an order item cannot be shipped because it is not available temporarily, the Company notifies the consignee before shipment and consults the consignee whether to readjust the schedule for delivery or to send the rest of the order first. In such a case, Notification through myoffice or an email is sent out with information on the unavailable item and future delivery schedule. Products that are temporarily unavailable are shipped consecutively according to order sequence. Once the reason for temporarily unavailability of a product is resolved, resumption of shipment becomes possible. The member may cancel the order for the temporarily unavailable product or the entire order altogether.

8-8 Reporting Defective and Damaged Products for Exchange

The member who ordered the product has an obligation to confirm that the contents of the shipping package (products) are in good condition within 3 business days of receiving the order. The member who ordered the product is solely responsible for all product damage occurring after three (3) days of the acquisition. Therefore, the Member shall promptly check the product for any defects within 3 days of receiving the product from the shipper. If the product is damaged, the Member shall notify the Company within 3 days from the date it was received. A Member who receives a defective or damaged product during the delivery process must deliver it to the company in accordance with the following procedure.

Obtain related materials (pictures of defective or damaged goods) of the damaged products

- a. Check whether the contents of the transaction statement enclosed with the product match the contents of the order, and check the name of the damaged or defective product name and quantity.
- b. Please go into myoffice and select the return and exchange option. Members must confirm their member information, order information, product name, order quantity, etc. of the damaged product(s) and upload a photo proving it.
- c. The company reviews the photos of the damaged product(s). If it is determined that the damage was caused by the Company or the shipping company, the company will re-deliver the product at the expense of the company.
- d. If the damage was caused by the member, the value of the product is significantly reduced due to some use or consumption of the product, the product cannot be replaced by the Company.
- e. In certain cases, the member may be responsible for the round-trip shipping charges incurred in the exchange of products.

8-9 Change in Prices

The Company can readjust or change the price of products, services, programs, sales aids, etc. without prior notification to Members.

8-10 Receipts and Retail Price

A member may resell products purchased from the Company to retail customers. A member is not permitted to determine a retail price of the goods that is higher or lower than that of the retail price set by the company. The Member is responsible for creating and maintaining receipts that show sales revenue generated through retail activity.

8-11 Ban on Selling Products for Reselling

A member is allowed to sell only to consumers who will be the user of the product and cannot sell or distribute products to individuals or firms intending to resell directly or indirectly. Selling or distributing products to individuals or firms intending to resell in

any form or way, including the following, is prohibited. Moreover, before selling products, Members must first make sure that the potential purchaser does not have any intent to resell.

- a. Individuals or companies that intend to resell through retail store;
- b. Individuals or companies that intend to resell through online/offline channels;
- c. Individuals or companies that intend to export to countries where our Company products are yet to be officially launched;
- d. Individuals or companies that use distribution methods that could cause damage to the purpose of the Company and Member business.

8-12 Prohibit sales through online and SNS

Members may conduct sales activities to generate retail profit, but online sales activities, or sales activities through social media are prohibited. If online or social media sales are detected, the Company reserves the right to immediately terminate the Member.

8-13 Consumers are prohibited from selling below the retail price

Members may conduct sales activities to create retail profits, but selling products below the retail price designated by the Company are strictly prohibited. If it is determined that a member is selling products below the retail price designated by the Company, the Company reserves the right to immediately terminate the member and pursue legal action.

8-14 Loss during shipping

The Company tracks all shipping information through the shipping company. A member must contact the Company through the 1:1 Inquiries board, immediately after becoming aware of any problem during shipment.

8-15 Error in Delivery

If an unordered product is delivered to a customer due to the Company's mistake, the purchaser must inform the Company of the error according the following procedure:

- a. Upon receiving the delivery, look for any defect in the goods, check the transaction

- details (member number, customer name, shipping address, etc.), and make sure that the products and the quantity are correct;
- b. If there is any discrepancy between the delivery and the order placed, secure proof (photos, etc.) and inform the Company by uploading proof and information on the help desk of Back Office.
 - c. Save the contents and the packaging box so that the Company can retrieve the delivery.
 - d. Based on the information filed, the Company will check for errors in the order together with the shipping company. If errors are found the Company will reship the order and retrieve the previous delivery through the shipping company.
 - e. The retrieved products must be in the same condition as they were when first delivered to the customer and must be packaged properly to prevent damage during return shipment.

SECTION 9 Returns and Cancellations

9-1 Warranties

Unless explicitly stated in the document, the Company does not guarantee or represent commercial viability, certain purpose suitability or technical viability whatsoever concerning products bought from or through the Company.

9-2 Customer's Right to Cancel

The Company will make every effort to process customer's return and cancellation requests as quickly as possible. If a Member decides to return products and receive a full refund, they must submit a return form through myoffice. The Member must receive confirmation that the request for return was processed before shipping the order to the location designated by the Company. After the Company receives and confirms the returned order, the Member will receive a full refund.

9-3 Return Policy

Members may choose to return purchase orders. Members must download the return form from my office data room, fill out the form, and upload it to the exchange or return section of myoffice. If the Member returns product(s), the Company will accept the return, provided that the returned product(s) has not been damaged, or

mishandled and the Member will return the Product within 7 working days from the date that the order was received. We will refund to the member the amount that was paid by the member after subtracting the commission, bank charges and shipping charges incurred regarding the order.

9-4 Return Period

The return request period is 15 days from the date that the product was received and the product must arrive at the location designated by the company within 30 days of receiving of the product.

SECTION 10 Shipping Policy

10-1 Shipping Policy

The company ships all of its products to all parts of the United States (except Alaska and Hawaii) listed on the order confirmation page. Orders over \$ 600 will be shipped free of charge. Shipping policies may change and members will be notified in advance on the homepage or in the manner specified by the company. The company makes every effort to deliver the product within the stated time frame. If the Company is unable to deliver the product due to lack of stock, shipping difficulties or other problems, we will do our best to complete the delivery soon after the stated period. FEDEX Signature Service is used to ship all orders, and the shipping company may change according to the circumstances of the company. In case of incorrect purchase orders and delivery failure due to absence at the delivery time, the product will be returned to the USA Logistics Center, and the member will be charged all shipping charges and fees incurring thereafter.

10-2 Shipping Period

Shipping may take up to 5 days, and depending on location, may take up to 2 additional weeks.

SECTION 11 General Provisions

11-1 Indemnity Agreement

Member agrees to indemnify the Company, shareholders, the management, executives, employees, etc. from litigation expenses and attorney fees incurred by violating the Policies and Procedures and the provisions of the Agreement, and all the related expenses, and from damage claims, legal obligations, losses, costs or related expenses brought about by violating laws and regulations directly or indirectly, in doing business as Member, and to compensate the Company for all the expenses incurred.

11-2 Other Service and Products

Products and services other than Company products and services cannot be sold or displayed at events or places where Company products or services are sold or displayed. Moreover, promoting network marketing, door-to-door sales, sponsoring door-to-door sales, or promoting products and services of companies that sell product and services that are in competition with Company products is strictly prohibited. Other than what is stated above, selling products that have no similarity to or that are not in competition with Company products is not prohibited.

11-3 Limit on Liability

The Company is not liable for any claims for damage, to the extent permissible by US law, concerning non-payment of commissions, damages that are direct, indirect, specific, accidental, or other losses brought onto or may be brought onto a Member as the result of the Member i) violating the Agreement and the Policies and Procedures, ii) operating the business, iii) supplying the Company with erroneous or wrong data or information, iv) providing materials in violation of copyrights, v) failing to provide the Company with information or data necessary for business in a timely manner.

11-4 Restriction of Damage

Members exempt the Company, its affiliated firms, management, directors, employees and other representatives from liability for any loss of profit, or supplementary, special, accidental or punitive damages that could result from omissions related to execution/non-execution of Company work and activities by the Company, its affiliated firms, management, directors, employees and other representatives, business relationship between Members and the Company, or any

other issues. With regards to this, the Company, its affiliated firms, management, directors, employees and other representatives are not legally obligated to the extent permissible by US law.

11-5 Record Keeping

The Company recommends Members to keep a complete and accurate record of all business transactions.

11-6 Ban of Solicitation

Members can protect the Company's business rights, confidential information, ownership, trade secrets, consistency and security of the sales organization created by the Member, by recognizing that it is strictly prohibited to recruit or solicit to another company or other Members whom he/she became acquainted with as Member, for the period he/she has Member status and for a certain period after the termination of the status and agrees to the provision. The provision prohibiting solicitation guarantees and protects sound business for Members for the period a Member has Member status and for two years after termination of the status in compliance with all the rights provided by the Policies and Procedures. Members agree not to recruit or solicit Members of the Company, directly or indirectly, to other direct selling, MLM or network marketing businesses for whatever reason. According to the Policies and Procedures, the provision is valid for the period a Member has Member status and for two years after termination, resignation, succession, and change of ownership. Members agree not to sell or promote products that are similar to or in competition with Company products for whatever reason in US or in countries where the Company is in business. A Member agrees not to sell or promote products and services other than Company products and services, directly or indirectly, during the time he/she has Member status and for six months after termination (or suspension), as described by the Policies and Procedures

11-7 Revision of Agreement and Policies and Procedures

The Company reserves discretionary rights to revise the Policies and Procedures and the Agreement, and product (member) and retail prices, whenever deemed appropriate, without prior notification. The revisions are transmitted through official Company publications, websites and blogs, and may be shared through email, SMS

and SNS. The revisions become effective 30 days after they are notified, or from a designated date. If there are any discrepancy between the original and the revised versions, the revision takes precedence.

11-8 Non-Waiver

The Company not exercising the rights under the Policies and Procedures or failing to demand stricter adherence to Member obligations or the provisions of the document, or inconsistency or noncompliance on the part of diverse parties with regards to the Policies and Procedures, does not constitute a waiver by the Company to exact stricter compliance with the Policies and Procedures. Company's exemption concerning a Member's noncompliance of a specific obligation does not impact or pose a barrier to the Company's right related to noncompliance, and does not impact the rights or the obligations of other Members in any way whatsoever. The Company's delay or failure to exercise its right following noncompliance of an obligation does not impact or impede the Company's right concerning the noncompliance or a future noncompliance. An exemption by the Company can have an impact only by a written approval of a member of the management.

11-9 Complete Agreement

The Policies and Procedures is contained in the Back Office, and effects a complete agreement of all parties with regards to the business relationship

11-10 Force Majeure

The Company is not responsible for delays or failure to perform caused by circumstances beyond a party's control, such as strikes, labor disputes, wars, fires, government laws or ordinances, or a party's reduction of its usual source of supply.

11-11 Governing Law

The laws of the State of California shall govern this Agreement.

11-12 Notice

Any communication, notice or request that a Member or the Company may be obligated or may desire to transmit or supply to each other should be in written

electronic communication (or both in writing and in electronic forms), such as postal mail, email or fax (if confirmed in writing, the communication has been made through registered or certified mail, pre-paid postal mail, mail requiring return receipt or personal service). For notification purposes, any party may provide a written notice regarding a change in address to the other party through means explained in this Section. Any communication, notice or request shall be deemed to have been delivered or given on the day it was provided through personal service. As for electronic communications, they are deemed to have been delivered or given on the day they are confirmed to have been sent, and postal mail requires return receipt or some other proof.

11-13 Severability

If any provisions in the Agreement, including the Policies and Procedures or any Company prescribed details, standards, or operational procedures under the laws and regulations of an applicable jurisdiction, are found to be invalid or incapable of being enforced, the Company should have the right to modify the invalid, unenforceable provisions, details, standards, operational procedures or anything therein to the extent that they become valid and enforceable, and the Members are legally bound by any such modifications. The modification is valid only in jurisdictions in which such modification is required.

11-14 Violation

All Members are obligated to uphold the integrity of the Policies and Procedures. When a Member becomes aware of another member's violation, he/she should talk directly with the Member in violation. Any violation reported to the Company has to follow Company reporting procedure. Violations can be reported to the Customer Support Center or 1:1 inquiries through myoffice.

SECTION 12 Prohibited Acts

12-1 Member Enrollment without Prior Consent

The act of enrolling (as an enrollment sponsor/placement sponsor) a particular person as a downline member without their prior consent or using their personal information to enroll and create a membership is strictly prohibited.

12-2 Use of Borrowed or False identities

- a. Persons unenrolled as members shall not act as a member or conduct sales for the Company.
- b. Member are prohibited from enrolling in the name of another person or family member.
- c. Members may not register family or other person's who are not active members and receive commission on their behalf.
- d. If the above cases are confirmed, the Company reserves the right to terminate membership of related members and take remedial action on the payment allowance through the credit information company.

12-3 Enrollment of Unqualified, Ineligible Members

A member shall not register a civil servant, a teacher (including faculty), a minor, or a student who does not have the qualifications to become a member, and must terminate membership in writing immediately or without delay if he / she falls under Article 6 of this regulation.

12-4 Participation in Sales Force of other MLM Companies

- a. Member shall not participate in similar and or unregistered multi-level marketing companies
- b. The member shall not be a member of other multi-level marketing companies and or conduct training sessions or lectures for said companies.

12-5 Solicitation of Sales Force to join other MLM Companies

- a. Members shall not directly, indirectly propose, or otherwise induce other members to join or sell products and services at any other multi-level marketing companies.
- b. Members shall not directly, indirectly propose or otherwise induce other members to change the genealogy within the company.

12-6 Solicitation to Enroll or to Buy Products

The Member shall not impose any force on the other party for the purpose of forcing the conclusion of the contract for the sale of the goods.

12-7 Deceptive or Unlawful Consumer or Sales Practices

- a. Members shall not engage in activities that propose false or exaggerated facts, dealing with the other parties using deceptive methods, misrepresent the facts about the price or quality of the goods, or misinterpret the goods as being significantly superior or advantageous than the actual. Members shall not express personal arbitrary interpretation or opinion other than the official expression of the company.
- b. Members shall not defame, compare, or disparage the business of other companies (marketing plans, business methods, products, etc.).

12-8 Prohibited Acts regarding Termination

- a. Any act to interrupt or create a delay in the termination of membership, the Agreement, or a product return, such as change of address, telephone number, etc. (the communication disconnection) is strictly prohibited.
- b. Returning or exchanging the goods without member's consent.
- c. Submission of another members' termination request form and other changes to the genealogy (Acts of counterfeit and forgery) are strictly prohibited.
- d. Acts of deliberately returning products and terminating membership to rejoin a different part of the genealogy are strictly prohibited.
- e. To intentionally solicit other members for other purposes such as transferring to a different company, and conduct a systematic collective return is strictly prohibited.

12-9 Solicitation to buy products

A member shall not force any members, and or downline members to purchase products for the purpose of promoting himself / herself or an upper level member to receive a benefit.

12-10 Unusual Business Activities such as Communal Living, Loans, and Support

- a. A member or an applicant shall not be subject against his or her intention, to receive training, participate in communal living, or similar activities.
- b. A member shall not engage in activities to solicit or propose to an applicant or a upper or lower line members to take loans.
- c. A member shall not solicit or pressure applicants or upper or lower line members by way of excessive purchasing to manipulate genealogies.

12-11 Deceptive or Unlawful Income Claims

Members shall not propose or imply false or deceptive income claims to solicit persons to enroll as members. Members shall not propose or imply false or deceptive income claims to solicit those who do not qualify for membership (minors, students, etc)

12-12 Defamation of Company or Members

Members shall not act in any manner that would intentionally slander or misrepresent the Company or any other members in any public or private place, and, as a result, undermine the integrity of the Company and other members.

12-13 Unlawful or Deceptive Sales

- a. Members shall not use the networking opportunity provided by the company to engage in any transactions that are solely monetary transactions.
- b. The member must confirm that the goods are properly delivered after the sale, and shall notify the product information such as the description of the goods (usage method, etc.).

12-14 Conduct that Negatively Impacts Business

Members shall not engage in any of the following acts:

- a. Disrupting business by insisting on the personal demands despite the company's business regulations

- b. Causing disturbances or disruptions (verbal abuse, violence,) within corporate locations (corporate building, campuses, event halls, etc.), or on social media, or via cell phones, text messages, emails.
- c. "Verbal abuse" refers to acts that give offense to the other party or give offense or intimidation by vulgar or offensive speech or offensive vocabulary or accent.
- d. Any act that causes a disturbance between members for any reason related to fraudulent use of money or credit cards.

12-15 Substituting Cash Sales

It is strictly prohibited to substitute the cash sales of other members with the card of the principal or other person, and if a situation of this nature arises it will be dealt with according to the severity of the issue and may lead to termination of membership.

12-16 Unethical Conduct

- a. Adultery, unethical behavior among members
The above matters are personal matters. However, if it is determined that the above statements have occurred and are causing disruption among the members and is enough to cause defamations to the company, then membership may be terminated.
- b. Sexual harassment or assault between members will be severely dealt with.

12-17 Exclusivity

Members may not claim to be in a franchise or claim exclusivity of a business location, or region in connection with the Company's business.

12-18 Legal Compliance

Members must abide by the laws and regulations of the country in which they conduct their business, and shall not act in any way that may impair the image or reputation of the Company.

12-19 Status of Members as Independent Business Owners

All members are considered independent business owners and shall not claim that they are employed by the company. The use of the words "employee" or "company representative" is strictly prohibited, verbally or printed.

12-20 Defamation

Members shall not engage in activities that are likely to harm the Company's image, products, trademarks and other members' reputations.

12-21 Code of Ethics

Members must abide by the Code of Ethics and other rules and regulations, as well as the regulations posted by the Company.

12-22 Violations

If a member has violated the rules announced by the company, such as the Code of Ethics, the Company may take necessary and appropriate measures in accordance with its own discretion. This includes suspension of product purchase, warning, suspension (suspension of membership) or termination of membership.

12-23 Reporting Violations

All members have an obligation to promptly report to the Company if they find any violations of the Code of Ethics and the regulations posted by the Company.

12-24 Failure to Comply with Company Procedures

Registration of members must be done correctly according to regulations, which is very important for the correct operation of the compensation plan.

- a. All processes such as applying for membership, and sponsoring applicants,

- etc. must be conducted according to company procedure.
- b. Illegal membership enrollment is strictly prohibited.
 - c. It is strictly prohibited for other members to violate regulations or to manipulate the compensation plan.
 - d. It is strictly forbidden to solicit members who are sponsored by other members to register as a downline member in a deceptive or unlawful way.

12-25 Online Sales

A third party operating site, such as an online shopping mall, an online marketplace, an online auction site, an online secondary marketplace, an online community, or a social commerce (including mobile) shall not be conducted by members. The Company may take immediate action (termination) if the above cases are confirmed for the purpose of protecting the retail revenue of other members.

SECTION 13 Liability

13-1 Notice of Violation and Company's Authority

The Company reserves the right to discipline, terminate or suspend commission payments after notifying the member in case of violation of the membership application, contract, regulation or other violation determined by the company. The member will be notified of the action. Such termination means the termination of all rights in the Membership Agreement and Compensation Plan and shall be effective immediately upon notice of such breach by the Company. After termination, the Company may seek legal remedies for any damages provided by law, and may contact any governmental agency of any laws, rules, ordinances or regulations that the member has violated.

13-2 Termination of Membership

If the Company becomes aware of a policy violation or alleged violation, one or more of the following procedures may apply.

A. Termination of Membership

Membership may be terminated if one of the following is true:

- a. If a member has caused serious damage to the company due to violation of the membership regulations and violation of the provisions that are specified separately
- b. If a member violates the membership regulations and requests to correct such an act, but does not correct or repeatedly violates the regulations
- c. If a member is against the interests of the Company and conducts acts of defamation the Company or slander
- d. If an act causes disruptions that interferes with the continuations of normal business operations of the company or other members
- e. If a suspended member violates the provisions of the membership regulations during suspension
- f. If a member is involved in other direct selling, network marketing or multi-level marketing ventures (collectively “network marketing”), online and mobile social media activities, or if a member is soliciting other members to be involved in other network marketing companies
- g. If a member sells the Company's products online

※ Terms of Termination

Terminated members lose all rights and obligations as a member. The sponsor of a terminated member will be assigned to another member designated by the company in accordance with the company's regulations. If the Company terminates a membership, the member may choose to terminate the membership in accordance with his / her own decision, or if the member terminates without notice or by death and does not have a successor in place the company reserves the right to decide how to proceed.

B. Suspension

The Company may suspend a member if any of the followings are true:

- a. Violation of a provision stating that the member may be suspended
- b. If the member does not participate in any membership activities for more than 3

- months without any special reason
- c. Any member in violation of the Member Regulations that is reported with proof may be terminated at any time by the Company.
 - d. In the process of recruiting new members, if a member solicits existing line members of another line to join with another falsified membership account.
 - e. Suspension of membership may include any or all of the following:
 - Suspension on purchasing products
 - Suspension of commission
 - Suspension of the benefit acquired by sales promotions.
 - Participation in Company events are strictly prohibited
 - Suspension of ongoing qualifications
 - Not permitted access to myoffice
 - Not permitted to access Campus locations
 - Not permitted to sponsor new members
 - f. If there are no further violations during the six months of suspension the number of previous disciplinary actions may expire.

✘ Terms of Suspension

- a. Members who have been suspended will not receive any commission accruing to the marketing plan during the suspension period.
- b. The Company reserves the right to hold or pause participation in the marketing plan for a suspended member.
- c. Suspended members are not invited to any official events of the company and are not allowed to attend.
- d. Suspended members are not permitted to engage in any business activity as a member, including introducing or selling company products or recruiting or sponsoring other members during the suspension period.
- e. Suspended members are not permitted to use any member services provided by the Company, including access to all Internet sites associated with the Company.

✘ Termination of the suspension period

- a. After the suspension period has lapsed, if the company deems that the member will no longer cause violations, the company will release the suspension and restore the member's rights in accordance with the regulations.

- b. If the member is found to be in violation of the Membership Regulations again during the period of suspension or after the end of the period, the Company may take action for further suspension or terminate the membership.

C. Warnings

- a. If it is deemed that a Member has violated minor provisions of the Member Regulations, he / she will be issued a warning. In the event that another violation does not occur within six months from the date of the warning the previous warning may expire.
- b. If a warning is issued, the member may be excluded from promotions and other events conducted by the company.
- c. In addition to the warning measures, additional measures may be taken for matters that need to be dealt with more severity.

SECTION 14 GCOOPER's Code of Conduct

1. Do not engage in verbal abuse or violent language to members or company employees
2. Do not solicit other members to engage in business by receiving loans.
3. Do not engage in camp training with 3 or more members or for an extended period of time
4. Do not engage students in business.
5. Do not sexually harass or assault member.
6. Married couples (legal, de facto) may not have individual memberships.
7. Do not register family members who do not wish to participate in the business and to receive commission through multiple accounts.
8. Do not falsify identity or create multiple accounts.
9. Do not submit forms or documents on behalf of other members (Forgery, counterfeit documents)
10. Do not participate in other direct selling, network marketing or multi-level marketing ventures (collectively "network marketing")
11. Do not participate in other competing companies as a member or a lecturer

12. Do not engage in any acts of abuse, intimidation or slander against the Company or its employees
13. Do not engage in business by manipulating the system
14. Do not engage in similar and or unregistered network marketing companies
15. Do not expose prices below the consumer price on the Internet
16. Do not sell the company's products online through eBay, Amazon and other shopping malls.
17. Do not conduct any acts that may harm the integrity of the Company