

GPN Terms and Conditions

This agreement is between Global Power Networks Ltd., hereby referred to as “GPN”, and “Participant”.

The following sections will define the terms and conditions of this agreement:

1.0 Overview

The Participant has agreed to contract GPN for marketing, sales support, business building planning assistance, and coaching services to support them in building a Multi-Level Marketing business unit(s), hereby referred to as “MLM(s)”. The Participant will be responsible to enroll themselves into the MLM(s) of their choice, which they want to build with the support of our GPN Business Building platform.

2.0 Business Builder Responsibilities (Customer Acquisition)

The Participant is responsible for any customer acquisition activities they choose or need to be involved with to build their MLM(s).

3.0 Business Builder Responsibilities (Member Enrollment)

The Participant is responsible to work collaboratively with GPN to enroll members into GPN and promote their MLM(s). The initial objective is for the Participant to complete their on-line "Getting Started" steps as soon as possible after enrollment, and to meet with the Member Concierge and a GPN Business Coach.

One of the key requirements is for the Participant to input Potential Business Partners (PBP's) into the GPN Lead Management System in our back office, with whom the Participant would like to share the GPN vision and opportunity and eventually their MLM(s). Potential Business Partners are defined in traditional MLM terminology as referrals and/or leads. Each of the PBPs provided by the Participant must have agreed to a consultation with GPN and given specific permission to be contacted by a GPN Business Building Consultant.

At this time GPN will only work with PBPs who speak English and reside in North America or Australia.

The Participant is responsible to continue bringing PBPs into the GPN Lead Management System until the Participant has the required number of members in their MLM(s) to generate a successful flow of income. In other words, building your business is an on-going activity, not a one-time event.

4.0 GPN Responsibilities

GPN will provide marketing, sales support, and business building support through coaching services to support the Participant. The GPN Business Building Consultant will, where possible with commercially reasonable efforts, conduct the necessary activities to successfully work with Participant's PBP's and assist them to build their MLM(s). The GPN marketing, business building assistance, and coaching support services will include the following:

- Online planning tool to assist the Participant in developing a customized action plan.
- Work collaboratively with the Participant to assist them in the enrollment of their PBPs into the GPN community. Per paragraph 3.0 above, it is the responsibility of the Participant to continue bringing PBPs into the GPN Business Building platform until the required or desired number of members is reached in the MLM(s) they have chosen to build.
- Follow-up with PBPs in a timely manner after they have given GPN their contact information and expressed an interest in the GPN opportunity.
- Educate Participants on how to generate leads and how to effectively communicate with your members and PBPs.

- PBP Marketing tools and systems to assist the Participant with the promotion of GPN and their MLM(s).
- Provide a personalized website which can be used to send out invitations to PBPs with an opt-in for Free Consultation
- System that accommodates the entry of PBPs.
- Fully automated multi-media presentation of the GPN platform for PBPs.
- Online tracking and reporting of PBPs' activity and their current status.
- Personalized one-on-one Business Building Coaching or the on-line self-guided Business Building Training modules. The type and amount of coaching will be based on the membership type purchased by Participant.
 - Basic Membership: you will receive a complimentary 30-minute, live personal 1-to-1 coaching session with one of our Business Coaches. You will also have access to our online self-guided training modules, which will be provided, through the "Self-Guided Training" section in the GPN back office.
 - Additional coaching packages may be purchased if desired.

GPN will commit to the above responsibilities, within commercially reasonable efforts, to assist the Participant in building their MLM(s).

5.0 Fees and Commissions

The Participant agrees to the following financial commitments:

- The Participant will become a member of the MLM(s) they choose and will pay for the startup fees associated with that MLM(s), plus applicable taxes directly to the MLM(s). The Participant also agrees to pay for any monthly fees or product purchases that are required to successfully operate and profitably build the MLM(s) they have chosen, plus applicable taxes, directly to the MLM(s).
 - If there are any annual renewal fees required to maintain the MLM(s) the Participant has chosen, the Participant will pay those on an annual basis, plus applicable taxes, directly to the MLM(s).
- The Participant will pay GPN a monthly membership fee upon signing of this agreement as follows:
 - \$99.97 US per month for the Basic Membership for a minimum of three months
- All Participants will pay GPN a monthly subscription fee of \$99.97 US for a minimum of three months.
- Additional fees will apply for any other services used by the Participant such as lead generation, additional coaching etc.
- Applicable taxes will be applied to all fees payable to GPN.

Affiliate Program

GPN has an affiliate program, which has the following parameters:

- If Participant has ten (10) personally sponsored and active members with GPN at the end of any calendar month, Participant will receive their next month's membership with GPN at no cost.
- All affiliate commissions from GPN to the Participant will cease upon termination of this Agreement.
- GPN reserves the right to modify the Participant's fees and/or fee structure and the affiliate commissions. If GPN increases their fees to existing clients, it will only increase those fees to levels that are within reasonable market prices for new entrants and will provide notice to the Participant of such increases.

6.0 Transfer of Ownership

If Participant sells, wills, or in any other way transfers ownership of any MLM(s) they are building with the support of the GPN Business Building platform, the person or entity to which the position has been transferred, shall be bound by, and must adhere to all terms and conditions outlined in this agreement, just as though the transferee were the original Participant who signed this Agreement. It is the intent of both GPN and the Participant that any transfer of ownership of any of the MLM(s) the Participant is building with the GPN business model, which is bound by this Agreement, shall be transferred subject to this Agreement. Transferor and transferee agree to be bound by the terms of this Agreement, in the place and stead of the Participant.

7.0 Payment Method

GPN will charge the Participant's credit card appropriate fees immediately upon signing of this Agreement based on the chosen membership option. For the Basic Membership you will be charged \$99.97 immediately and then \$99.97 monthly thereafter. The first month's subscription fee will be charged to the Participant's credit card immediately upon signing of this Agreement and the ensuing GPN monthly subscription fees will be charged to the Participant's credit card each month following.

8.0 Indemnity

The Participant agrees to indemnify and hold GPN harmless, to the fullest extent permitted by law, and its affiliated companies, directors, officers, shareholders, employees, assigns, and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from (i) any claim made by or against the Participant relating to any product and/or services performed or provided by the MLM(s) the Participant is building; (ii) the action or inaction of the Participant attributable to bodily injury, sickness, disease, or death, or any other injury, illness or loss, including the loss of any income resulting from it, to the extent caused in whole or in part by any negligent act or omission of the Participant or anyone directly employed by him or her or anyone for whose acts he or she may be liable; or (iii) any breach of the representations or warranties contained herein.

The Participant further agrees to release GPN and its affiliates from all liability arising from or relating to: (a) the Participant's breach of this Agreement; (b) the promotion or operation of an MLM and/or GPN business by the Participant and any activities related to it, including but not limited to, the presentation of the MLM and/or GPN products or the MLM and/or GPN Marketing and Compensation Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc., and agree to indemnify GPN and its affiliates and hold them harmless of any liability, damages, fines, penalties, legal and attorney fees and expenses or other damages or losses; (c) any incorrect data or information provided by the Participant to GPN; (d) the Participant's failure to provide any information or data necessary for GPN to operate its business; or (e) awards arising from any unauthorized conduct that the Participant undertakes in operating their business. This provision shall survive the termination of this Agreement.

9.0 Confidentiality

All documents related to policies and procedures for our GPN Business Building platform are property of GPN and are to be treated as confidential information. These documents cannot, under any terms, be shared with individuals outside of the GPN membership base without prior consent from GPN.

GPN will treat the PBP information from all members as confidential information. The PBP information will only be used for purposes related to GPN activities and will not be shared with any external parties outside of GPN. GPN will not sell, license or transfer personal information, except as necessary or required by law or in connection with judicial or governmental proceedings, or in connection with the sale of all or substantially all of the assets of GPN.

10.0 Termination

If the Participant fails to observe or fulfill any of their commitments to GPN, GPN shall provide notice of such default to the Participant, including particulars of the same. In the event that the Participant has not cured such default within sixty days of receiving the notice of the same, GPN may terminate this agreement and GPN will be entitled to resort to any remedy available under this agreement or otherwise available at law. If GPN deems the Participant's default or any aspect of the actions associated with the default to have malicious intent, GPN reserves the right to terminate this agreement without any notice.

The Participant may terminate this agreement at any time without penalty after the first three months of the Agreement. If the Participant terminates their GPN Agreement within the first three months, the Participant will pay GPN a termination fee equal to 3 times the current GPN monthly subscription fee less any GPN monthly subscription fees paid to that date by the Participant.

The Participant may terminate this agreement, without penalty, in the event that it has been proven in a court of competent jurisdiction that GPN engaged in fraudulent or illegal activity. If GPN ceases to exist, and is not succeeded by another entity, then this Agreement will become null and void.

11.0 Legal proceeding

Any and all disputes, controversies or claims arising out of, or relating to, this Agreement, the subject matter hereof or the breach of any provision hereof shall be settled by binding arbitration in Calgary, Alberta, Canada in accordance with the rules and regulations then applied by the Arbitration Act (Alberta). Judgment on any award rendered may be entered in any court of competent jurisdiction. The prevailing party in any such binding arbitration shall be awarded all reasonable attorney fees, costs and related expenses.

12.0 Disclaimer

GPN operates its Business Building platform to support and assist the Participant with the building of their MLM(s). GPN is not a subsidiary of any MLM and is not associated or affiliated with any MLM in any way other than the fact that GPN includes certain MLMs in their Member Exchange and support the Participant in the promotion of their particular MLM(s). The Participant hereby acknowledges and GPN hereby expressly represents and warrants that GPN is not and shall not be construed to be an employee of the Participant, and vice-versa and that GPN's status shall be that of an independent contractor.

GPN will offer their Member Exchange to facilitate the exchange of new GPN members that the Participant enrolls but that do not want to join the MLM(s) the Participant is building. GPN makes no commitment or guarantee of any numbers or timing with respect to GPN members coming back to the Participant in exchange for members that the Participant has put into the Member Exchange.

GPN intends to generate leads and make them available for purchase to their members. GPN does not make any commitment or guarantee as to the quality of the leads or the quantity of leads that will be available for purchase.

The Participant understands that all fees paid to GPN are for the purposes of assisting the Participant build their MLM(s). Any initial or monthly payments made by the Participant to GPN shall not be refundable under any circumstances.

The compensation earned by the Participant through their MLM(s) will vary relative to the number of customers, members and overall billing volume in the Participant's organization as well as the quality of the members enrolled. GPN is not making any promises or guarantees, in any manner whatsoever, of any level of income as a result of their services as outlined in this agreement. Any charts indicating compensation levels of any kind, in any of our GPN documentation, are strictly used for illustrative purposes only.

13.0 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

14.0 Terms: Verbatim

I hereby agree to contract GPN for marketing, business building assistance and coaching services to assist in the building of my MLM(s). I have carefully read and agree to abide by all terms and conditions of this agreement as outlined in this document and all associated documents.

3.2015