

# GPM AGREEMENT TERMS AND CONDITIONS

- 1) **Registration:** I certify that I am at least 18 years old (or of contractual age in my state of legal residence) and that all information I provided is true and accurate. In order to register as a GLOBAL POWER IN MOTION Associate, I must provide my legal name, home address, social security number or tax ID, date of birth, email address, and telephone number. In addition, I must also agree to be bound by the GLOBL POWER IN MOTION (GPM) Terms and Conditions, Policies and Procedures Manual, Spam Policy, and GPM independent associate Compensation Plan. I understand that the following information is a summary of the above mentioned agreements and that I will review them, within the first 30 days from the date of my registration, the complete agreements, which are available on the GPM website.
- 2) **Term:** This Agreement will remain in effect until I elect to submit my cancellation of this Agreement to GLOBAL POWER IN MOTION. If no purchase is made by me or my customers for a period of six (6) months, my Associate position will be cancelled. I may cancel my agreement at any time.
- 3) **Preferred Customer Rule:** A Preferred Customer must personally opt-in to the monthly Auto-Delivery Order Program. Invalid Preferred Customer orders are defined as orders submitted as Preferred Customer orders for qualification purposes without the written authorization from the customer. If a GPM Associate submits a Preferred Customer order without the customer's consent, the GPM Associate will be subject to disciplinary action, including termination. Preferred Customer orders cannot be paid by or shipped to a GPM Associate for any reason, no exceptions.
- 4) **Cancellation:** I have the right to terminate or cancel my GPM Associate position at any time by contacting Global Power in Motion support by phone or email. If my GPM Associate position is cancelled or terminated for any reason, I will not have any further access to my GPM Associate Business Center.
- 5) **Independent Contractor:** I agree that as a Global Power in Motion Associate I am an independent contractor, and not an employee, partner, legal representative, or franchisee of GPM. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. **I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF GPM FOR FEDERAL OR STATE TAX PURPOSES.** GPM will not withhold or deduct from your bonuses and commissions, if any, FICA, or taxes of any kind. I understand I am responsible to pay all applicable Federal and State Taxes and or license fees that may become due as a result of my activities as an independent Associate or distributor.
- 6) **Termination:** The term of this Agreement is one year. If I fail to annually renew my GPM business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Associate. I shall not be eligible to sell GPM products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the sales and other activities of my former downline sales organization. GPM reserves the right to terminate all Associate Agreements upon 30 day notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to GPM at its principal business address. GPM may cancel this Agreement for any reason upon 30 days advance written notice to Associate.
- 7) **Termination Returns:** An Associate who terminates his or her business relationship with the company has the right to return for repurchase on commercially reasonable terms currently marketable inventory including company produced promotional materials, sales aids, and kits in possession of an Associate who purchased them for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory within twelve (12) months from the Associate's date of purchase at not less than 90% of the Associate's original net cost less appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable usable or shelf life period has passed (shelf life will be deemed to have passed if the product package has been opened); nor shall products be considered "currently marketable" if the company clearly discloses to Associate prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation. The company will not issue a refund nor replace any product previously certified as having been sold under the 70% Rule. No refunds will be issued unless an Associate is in strict compliance with the published refund policy that is part of the GLOBAL POWER IN MOTION Policies and Procedures Manual.
- 8) **Ownership and Licensing Rights:** I understand and agree that all of the content, programs, and other information on Global Power in Motion's site is solely owned by GPM, and protected under the laws regarding trademarks, copyrights, service marks, patents, trade secrets, and/or other laws. I will not publish, reproduce, copy, paste, and/or otherwise use, in any part, any content, program, or other information from GPM's site without Global Power in Motion's express written permission.
- 9) **"Third Party Dealings":** GPM may provide, or advertisers or other third parties may provide, links to other sites or resources. You agree that GPM is not responsible or liable for any content, advertising, products, services, or other matters on or available from such sites or resources from such advertisers or third parties.
- 10) **Assignment:** You may not assign any rights or delegate your duties under the agreement without the prior written consent of GPM.
- 11) **Compliance:** I understand that if I fail to comply with the terms of the agreement, GPM may, at its discretion, impose disciplinary action as set forth in the Policies and Procedures.
- 12) **Dispute Resolution:** Any and all disputes regarding, or related to, this agreement, and all other documents incorporated herein, shall be governed and construed in accordance with the laws in the State of Nevada, and shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") and conducted under its rules, and the arbitration proceeding shall be held in Las Vegas, Nevada, as is more particularly set forth in the GPM Policies and Procedures Manual.
- 13) **Limitation of Damages:** To the extent permitted by law, GPM and its affiliates, officers, directors, employees, and other representatives shall not be liable for, and Associate hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non-performance, act, or omission with respect to the business relationship or other matters between any Associate and the company, whether sounding in contract, tort, or strict liability. I further agree to release GPM and its agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the agreement. I further agree to release GPM and its agents from all liability arising from or relating to the promotion or operation of my GPM business and any activities related to it (e.g., the presentation of GPM Products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.) and agree to indemnify GPM for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my GPM business. Furthermore, it is agreed that any damages to the Associate will not exceed, and is hereby expressly limited to, the amount of unsold company programs, services and/or products of the company owned by an Associate, and any commissions owed to the Associate.
- 14) **The Following States are not available for participation as customers or Associates in the USA:** Louisiana Residents and Massachusetts Residents.
- 15) **Montana Residents:** A Montana resident may cancel his or her Associate Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
- 16) **Use of Image:** I authorize Global Power in Motion to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- 17) **Code of Ethics:** GLOBAL POWER IN MOTION believes that its Associates should subscribe to the principles of fairness, honesty, integrity, and service. The relationship of the company to Associates, Associates to Customer, and Associates to others should be preserved, protected, and promoted in accordance with the highest standards of conduct. Therefore, Associate agrees to abide by and subscribe to the code of professional ethics (the "code of ethics") contained in the GPM Associate Policies and Procedures manual.
- 18) **Faxed Copies:** A faxed copy of this agreement shall be treated as an original in all respects.

## Autoship Program Enrollment and Payment Authorization

If you have elected to participate in the optional Autoship Program the following terms apply:

- A. By enrolling in the Autoship Program I understand that I will automatically receive the items I selected on a monthly basis.
- B. I authorize GLOBAL POWER IN MOTION (GPM) to automatically withdraw payment for my Autoship orders using the method of payment identify on this application and agreement or as I may update in my back office.
- C. GPM will only withdraw payment equal to the amount of the products I have selected, plus shipping and handling, and any applicable sales tax.
- D. I understand that my product will ship when payment clears. GPM will not be responsible for any qualifications, bonuses, or commissions that are missed as a result of declined payments. As an active Associate my responsibility is to check the status of my qualification and qualify every month within the pay cycle, in order to be eligible for commissions per GPM detail associate compensation plan description.
- E. I may cancel my Autoship order at any time and for any reason by submitting a written request to GPM or by cancelling my Autoship in my back office at least 5 business days before the next schedule shipment of my Autoship order. I understand that cancellations received less than 5 business days before the next schedule shipment will become effective the following month.
- F. Cancellation of my participation in the Autoship program does not automatically cancel my GLOBAL POWER IN MOTION independent Associate agreement.

### Step 2: Auto-Delivery Order (ADO) Options – *Ships within 30 Days from Enrollment Order*

Enroll me in the Auto-Delivery Order program. My Auto-Delivery Order will be processed and shipped monthly, starting next month. The payment method used for my initial enrollment will be used for my Auto-Delivery Order.

Signature: \_\_\_\_\_

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Signature of Cardholder

I authorize Global Power in Motion™ (GPM) to charge the above named account for the enrollment option selected. I understand that GPM will apply applicable taxes and shipping and handling charges to my order. If an auto-delivery is included in the purchase option, I authorize GPM to ship/charge for these products monthly. Cancellation must be submitted in writing at least five (5) business days prior to the auto-delivery billing cycle date. I understand that all financial transactions are in US Dollars.

My signature below indicates that I have carefully read and understand the Terms of Agreement, Policies and Procedures Manual, and included Payment Authorization and Auto-Delivery Agreement on the reverse side of this application and I am willing to accept the terms and conditions herein. As an Independent Associate, I understand that I have the right to cancel at any time, for any reason. Cancellation must be submitted in writing to the company at its principal place of business. This agreement is not effective until accepted by GPM at its principal place of business.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All signatures to this application must be affixed personally.  
See reverse side for Terms of Agreement and Auto-Delivery Agreement.