

## **\*\*GSPRO MEMBER APPLICATION & AGREEMENT\*\***

1. **\*\*Authorization and Contract:\*\*** By executing the GSPRO Member Agreement (“Agreement”), you apply for legal authorization to become a GSPRO business owner and enter into a contract with GSPRO.network, hereinafter “GSPRO.” You acknowledge that prior to signing, you have received, read, and understood the GSPRO Income Disclaimer Statement, that you have read and understood the GSPRO Policies and Procedures, the GSPRO Privacy Policy, the Compensation Plan, if applicable, the Business Entity Registration Form, and all terms set forth in this Member Agreement. All documents are collectively referred to as simply the “Agreement.” GSPRO reserves the right to reject any application for any reason within thirty (30) days of receipt.
2. **\*\*Expiration, Renewal, and Termination:\*\*** This Agreement will remain in effect until you voluntarily cancel the Agreement, your account becomes inactive and/or you fail to renew, or the Company terminates you as a Member, as outlined more fully in the Policies and Procedures. If you fail to renew your GSPRO business, or if it is cancelled or terminated for any reason, you understand that you will permanently lose all rights as a Member. You shall not be eligible to sell GSPRO products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. GSPRO reserves the right to terminate all Member Agreements upon thirty (30) days’ 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. Member may cancel this Agreement at any time, and for any reason, upon written notice to GSPRO. GSPRO may cancel this Agreement at any time and for any reason upon written notice to Member. GSPRO may also take actions short of termination of the Agreement if the GSPRO distributor breaches any of its provisions.
3. **\*\*Independent Contractor Status:\*\*** You agree this authorization does not make you an employee, agent, or legal representative of GSPRO or your sponsoring Member. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through GSPRO on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours.
4. **\*\*Refunds:\*\*** GSPRO offers a 30-day satisfaction guarantee on all initial fees paid to the company. All subsequent fees are nonrefundable. The digital nature of the service and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.
5. **\*\*GSPRO’s Proprietary Information and Trade Secrets:\*\*** You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by GSPRO, including Line of Sponsorship (LOS) information, constitutes a commercially advantageous, unique and proprietary trade secret of GSPRO. During the term of your contract with GSPRO, GSPRO grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and member sales, earnings and other reports to facilitate your GSPRO business.
6. **\*\*Non-Solicitation Agreement:\*\*** A GSPRO Member may participate in other direct sales, multilevel, network marketing, or relationship marketing business ventures or marketing opportunities (collectively, “Network Marketing”). However, during the Term of this Agreement and for one (1) year thereafter, a GSPRO Member may not recruit any GSPRO Member or Customer for any other Network Marketing business, unless that Member or Customer was personally sponsored by such Member. The GSPRO brand, presentation, products, and services may not be presented alongside any other Network Marketing companies.
7. **\*\*Images / Recordings / Consents:\*\*** You agree to permit GSPRO to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow

any such recorded media to be used by GSPRO for any lawful purpose, and without compensation.

8. **\*\*Modification of Terms:\*\*** With the exception of the dispute resolution section in the Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in the Policies and Procedures.

9. **\*\*Governing Law:\*\*** The formation, construction, interpretation, and enforceability of your contract with GSPRO as set forth in this Member Agreement shall be governed by EU Law. As of February 17, 2024, Regulation (EU) 2022/2065, better known as the Digital Services Act ("DSA") will be fully applicable in all EU member states.

10. **\*\*Dispute Resolution:\*\*** ANY CONTROVERSY, CLAIM OR DISPUTE OF WHATEVER NATURE BETWEEN THE COMPANY, COMPANY MEMBERS, OWNERS, MEMBERS, MANAGERS, AND EMPLOYEES ("RELATED PARTIES"), ON THE ONE HAND, AND YOU AND/OR THE BENEFICIAL OWNERS OF A MEMBER BUSINESS THAT IS A BUSINESS ENTITY, ON THE OTHER HAND, SHALL BE SETTLED EXCLUSIVELY BY CONFIDENTIAL, FINAL, BINDING ARBITRATION BEFORE A SINGLE ARBITR

ATOR, OR, FOR DISPUTES IN EXCESS OF \$2 MILLION, A PANEL OF THREE ARBITRATORS, IN A LOCATION DETERMINED BY GSPRO IN ACCORDANCE WITH THE THEN PREVAILING COMPREHENSIVE ARBITRATION RULES OF JAMS AND AS FURTHER DESCRIBED IN THE POLICIES AND PROCEDURES. Additionally, you agree not to initiate or participate in any class action proceeding against GSPRO, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.

11. **\*\*Time Limitation:\*\*** If a Member wishes to bring an action against GSPRO for any act or omission relating to or arising from this Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Member waives all claims that any other statutes of limitations apply.

12. **\*\*Indemnification:\*\*** Member agrees to indemnify, defend, and hold harmless GSPRO (together with its Related Parties, agents, other Members, stockholders, members, employees, directors, officers, and attorneys, collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of Member's breach or alleged breach of the Member Agreement, including, without limitation, any terms or conditions of the Policies and Procedures.

13. **\*\*Miscellaneous:\*\*** The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and GSPRO and supersede any prior agreements, understandings, and obligations between you and GSPRO concerning the subject matter of your contract with GSPRO.

14. **\*\*Notice of Right to Cancel:\*\*** You may CANCEL this application, without any penalty or obligation, within FIFTEEN BUSINESS DAYS from the date of this Application.