



Policies, Procedures, Terms and Conditions

GBX INTERNATIONAL - A DIRECT ENROLLMENT COMPANY

Our GBX International cause-driven marketing structure secures the integrity of our enrollment ambassadors while protecting our true culture of GIVING. Unlike other direct-marketing companies, our primary product is complimentary. There is no cost to enroll as a customer and receive GivBux rewards on your purchases and the purchases of those whom you refer. There is no cost to enroll as a charity and receive donations from loyal customers and merchants through our payment platform. And there is no cost to enroll as a merchant and have your company featured on our app. All we ask is that when we bring our merchants customers, our merchants give those customers a discount so that customers may receive rewards and donate a portion of those rewards to their favorite charity.

GBX International has been designed to create genuine opportunity for the people who are really driving this paradigm-changing culture of giving – our customers. By creating a plan that generously compensates those who share our platform, we are empowering our community to get paid while they pay it forward. GBX Independent Associates get to personally connect with the heartbeat of our economy by providing an easy to use payment processing system to our merchants. Our revolutionary no-cost customer acquisition model can make a huge impact on our challenged economy, especially for smaller merchants. But the greatest societal relief that we are proud to bring to the forefront is a mindset of abundance, compassion and genuine giving.

Building this phenomenal platform encompasses all of the best aspects of direct-marketing companies, and we have taken great care to meet compliance guidelines with our compensation plan. Certain aspects of various direct marketing programs attract the concern of some government agencies. The two areas which are most prominent are the methods by which a company attracts new distributors, and the basis on which incentives are rewarded. For example, demanding payment from an individual in exchange for the right to sell products, and basing bonuses or commissions on the successful recruitment of others into the network (unrelated to the sale of the company's product), are discouraged. We have more than resolved those issues for GBX International. Our primary products through GivBux are complimentary, and **our GBX compensation plan allows for participation without financial contribution. We have implemented a ZERO-COST OPTION for anyone to participate in the GBX International opportunity.** For those who choose to make the optional initial and monthly financial contributions, those pay for the privilege of the GBX International Promotional Pack and access to GBX University, containing valuable tools, education and resources to help our GBX Associates be successful entrepreneurs.

INDUSTRY HISTORY AND SATISFACTION OF ESTABLISHED STANDARDS:

Since 1979 the FTC has been refining its definition and acceptance of legitimate direct marketing programs. In its landmark decision concerning a four-year action with Amway Corporation, the FTC found that most aspects of the Amway marketing program were legal because: (1) no compensation was paid for recruiting, (2) compensation was linked directly to product sales, (3) the company provided a comprehensive inventory buy-back policy, and (4) the company required its distributors to sell a certain percentage of their purchased products to retail customers who were end users of the product.

The resulting FTC ruling opened the door for legitimate entrepreneurs to seek out people eager to build independent businesses through the person-to-person form of product distribution. It was this condition that provided the groundwork for GBX International to launch its powerful marketing plan and unique compensation program.

Since the FTC ruling, there has been an evolution of direct marketing programs. Today almost every conceivable product is merchandised using direct marketing. The industry has become intensely competitive with companies competing for independent distributors to join their ranks. This competition has resulted in the development of a variety of compensation structures. It has also stimulated further scrutiny of marketing plans and their compliance with the

laws enforced by various regulatory agencies. Although there are contradicting interpretations of certain legal limits by the various agencies, GBX International has meticulously observed even the most stringent of these regulatory interpretations and has continuously maintained a conservative posture of cooperation and compliance with regulatory agency guidelines and directives.

The GBX International marketing plan has been designed to meet these regulatory requirements. Each Independent GBX Associate is sponsored into the organization by another Independent GBX Associate. Our Management Performance Compensation Plan (MPCP) offers GBX Associates the potential for significant financial rewards based on product sales. The plan has no inherent limitation, so each Independent GBX Associate has an equal opportunity for success if the requisite hard work is put into the marketing plan.

The marketing plan was developed to avoid negative incentives and/or pitfalls, and to minimize limitations frequently inherent in other direct marketing programs. The GBX International compensation plan contains retail sales requirements to ensure regulatory compliance. One interesting observation is that the very design of our marketing plan eliminates the potential for abuse or misrepresentation. The design of our plan is such that economic incentive is based entirely on products reaching end users, customers making purchases with the app. Under the plan, **to fully qualify as a GBX Associate it is required that you successfully invite at least five (5) customers to download the app using your invitation code and then purchase \$25 in GivBux.** This qualification alone establishes a clear alignment with regulatory guidelines. Plus, primary compensation is paid only on sales volume from purchases made by customers through the GivBux payment platform.

GBX International has also engineered a means by which GBX Associates can avoid the temptation of making extravagant product or income claims. Video, audio, and printed presentations relate exciting, objective information about the company plan and products. One of the biggest potential problems in the direct marketing industry is misrepresentation by a distributor in business presentations. GBX Associates are contractually obligated to understand the marketing plan and present it properly. In fact, **there is a TEST to show a legitimate understanding of the required information that must be passed with a perfect score of 100%.** GBX University is provided to all Independent GBX Associates to satisfy the contractual obligations of GBX International corporate associates to train, supervise, and monitor their organizations and guard against misrepresentation. GBX International encourages GBX Associates to use only company-developed marketing tools in group settings, and prohibits unauthorized income claims or use of unauthorized literature or marketing tools. All other materials must be sent to the company for prior written approval. This practice minimizes the risk of misrepresentation.

GBX International has established a Compliance Department to oversee the ethics and policy enforcement to ensure that the company's operational standards remain intact, and that each Independent GBX Associate and Ambassador honors all applicable federal, state and local laws. The company is represented by credible and experienced legal counsel in the areas of regulatory compliance, multi-level marketing law, securities law and business opportunity law. The strength and future of GBX International depends on innovative products and marketing, but the company equally relies on Independent GBX Associates who adhere to its policies and procedures.

All GBX International Independent Associates are required to comply with all policies, procedures, rules and regulations set forth in this operations guide, and these may be amended from time to time. Part 2 of the operations guide is included as part of the Independent GBX Associate Application and Agreement and is legally binding, as are the other terms of the Application and Agreement.

GBX International honors all federal, state and local regulations governing good business practices, and requires all Independent GBX Associates and Ambassadors to do the same. The company is a direct enrollment company, marketing products through Independent GBX Associates. The policies, procedures, rules and regulations herein are applicable to GBX International and all Independent GBX Associates and Ambassadors.

ADDITIONAL TERMS AND CONDITIONS:

GENERAL

These terms and conditions apply to ALL transactions made on or through the GBX International website/application. This agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act. You

manifest your agreement to the terms and conditions in this document by any act demonstrating your assent thereto, including clicking any button containing the words "I agree" or similar syntax, or by merely accessing the website, whether you have read these terms or not. It is suggested that you print this form for your personal records. By placing an order with us, you will be deemed to have read, understood, and agreed to these terms and conditions of use (collectively, "Terms"). If you do not agree to be bound by these Terms, you may not access or use the website, or purchase any product(s) through the website. By accessing, using or ordering product(s) through the website, you affirm that you have read this agreement and understand, agree and consent to all Terms contained herein.

SHIPPING AND HANDLING

Charges/Refund Policy, you will be responsible to pay the shipping and handling charges that you selected upon ordering the Product. However, if you have encountered an error in your order, GBX International may, at its discretion, refund your shipping and handling. If you suspect any errors in your order, please contact our Customer Service Department. GBX International reserves the right to alter the packages being offered and will notify affiliates of any changes or substitutions via email and back office communication.

PHYSICAL PRODUCT RETURNS (Applicable ONLY to products ordered directly from GBX International; excludes third-party suppliers.)

PLEASE REFER TO OUR REFUND POLICY FOR COMPLETE DETAILS ON RETURNS OR REFUNDS ON YOU E-WALLET BALANCE. For all other merchandise purchased directly from GBX International, you may return any unused and unopened item purchased from us for any reason within 21 days of your purchase date. If you return a partial amount of merchandise, you will forfeit the free product and receive a refund on the discount price per item based on the total purchase. Your complete satisfaction is our ultimate goal. You may return any item shipped by GBX International, keeping the following in mind:

- You should return the item to us within 21 days of your purchase date.
- Shipping and handling fees are non-refundable.

To request a refund you must obtain an RMA (Return Merchandise Authorization). Requests must be made via email and submitted with your order information. If you return your product without a RMA number you will not be refunded. Shipping and handling charges are non-refundable. For returns via mail, you must carefully package the product, you are responsible for the cost of return shipping, and we must physically receive the return within the 21-day period. GBX International reserves the right, at its sole discretion, to reject any return that does not comply with these requirements. Once your return has been received, a credit to your card or refund check will be issued and an e-mail confirmation will be sent within 21 days.

For any product to be returned please send an email requesting return instructions to:

CustomerService@GBXIntl.com. You may return your unused and unopened package for a full refund, less shipping charges, within 21 days. Returned products must be sent to the following address: 2901 W. Coast Hwy, Suite 140, Newport Beach, CA 92663

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless GBX International, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from your misuse of the Website, or your breach of any of these terms and conditions of this Agreement. We shall promptly notify you by electronic mail of any such claim or suit, and cooperate fully (at your expense) in the defense of such claim or suit. If we do not hear from you promptly, we reserve the right to defend such claim or suit and seek full recompense from you.

Any person(s), company(s), or corporation(s) that register any website, social media platform or other, utilizing any derivative or variation of "GBX International", "GBX Intl" or "GivBux", shall be immediately terminated, forfeiting their organization and all commissions, bonuses, etc., and may be subject to legal prosecution within the boundaries of the law, unless written corporate approval is given prior. Act accordingly.