

Court File No:T-1824-04

FEDERAL COURT

FEDERAL COURT COUR FÉDÉRALE	
FILED	NOV 18 2004
M. COSSETTE	
OTTAWA, ON	2

BETWEEN:

HER MAJESTY THE QUEEN

Applicant

- and -

GLOBAL ONLINE SYSTEMS INC.

Respondent



INDICTMENT

Global Online Systems Inc. stands charged:

THAT it did, during the time period commencing as early as April 3, 2002 and continuing to October 30, 2003, being an operator of a multi-level marketing plan as defined in section 55(1) of the *Competition Act*, did make representations relating to compensation under the plan, without such representations constituting or including fair, reasonable and timely disclosure of information relating to compensation actually received or likely to be received by typical participants in the plan, contrary to the provisions of Section 55(2) of the *Competition Act*.

THAT it did, during the time period commencing as early as April 3, 2002 and continuing to October 30, 2003, being an operator of a multi-level marketing plan as defined in Section 55(1) of the *Competition Act*, did by offering compensation to participants who recruit new participants and by making the purchase of products as a condition of participation in the plan, operate a scheme of pyramid selling, contrary to the provisions of section 55.1(2) of the *Competition Act*.

Dated at Vancouver, this 18 day of November, 2004

Gordon E. Kaiser
 Gordon E. Kaiser
 ORR KAISER

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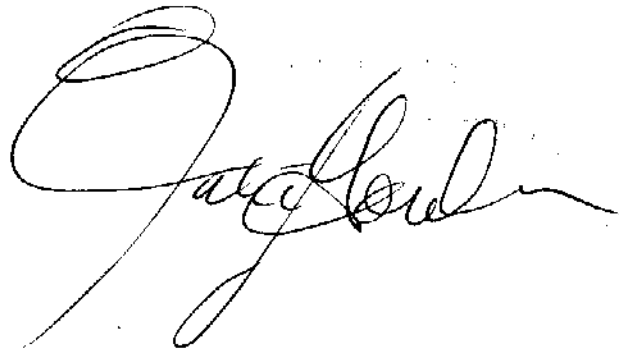
ENDORSEMENT

VANCOUVER, BRITISH COLUMBIA, November 23, 2004

“Guilty plea noted. Accused found guilty as charged and sentenced to a fine of \$75,000 on each of the two charges, such fines shall be paid by cash or cheque to the Receiver General of Canada and over a period of twenty-four (24) months. As security for the deferred payments, the Directors of GOLS, Marilyn Thom and Deborah Jane Stoltz shall execute and deliver a Guarantee in the form attached as Appendix “D” hereto, to the Court on or before December 23, 2004.”

(Sgd.) "Douglas R. Campbell"

Judge

A handwritten signature in black ink, appearing to read "Douglas R. Campbell", written in a cursive style.

APPENDIX D

*Amended
November 23, 2004*

GUARANTEE

two criminal fines each in the amount of \$ 75,000.00

FOR GOOD CONSIDERATION, and as an inducement for the Attorney General of Canada (The "Crown"), to agree to Global Online Systems Inc. ("GOLS") ~~an extension~~ of the time period to pay a ~~criminal fine in the amount of \$150,000.00~~ to the Receiver General of Canada, it is hereby agreed that the undersigned Deborah Jane Stoltz and Marilyn Thom (the "Guarantors"), do hereby guarantee to the Crown the prompt, punctual and full payment of the agreed upon fine.

Until the fine is paid in full, this guarantee shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto.

The obligations of the undersigned shall be at the elections of the Crown, shall be primary and not necessarily secondary, and the Crown shall not be required to exhaust its remedies as against GOLS prior to enforcing its rights under this guarantee against the undersigned.

The guarantee hereunder shall be unconditional and absolute and the undersigned waive all rights of subrogation and set-off until all sums under this guarantee are fully paid. The undersigned further waives all suretyship defences in the nature or defences thereof, generally.

In the event the sum of 6250.00 dollars paid at the end of each month beginning on November 30th, 2004 for 24 months under this guarantee are not punctually paid, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guarantee.

The obligations on the guarantors to this guarantee shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Each of the undersigned warrants and represents that she has full authority to enter into this guarantee.

This guarantee shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives.

This guarantee shall be construed and enforced under the laws of the Province of British Columbia.

Signed this _____ day of _____, 20____.

In the presence of:

Witness

[Signature]

Guarantor

Witness

Guarantor