

Power Solutions (PSUK) Independent Affiliate Programme Policy and Procedures

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Introduction

The Power Solutions Independent Affiliate Programme is a network of individuals and organisations who are all engaged with Power Solutions (UK) Limited (“PSUK”).

These Policies and Procedures are intended to offer guidance and clarity to all Independent Affiliates (“IA”), whilst protecting the reputation of PSUK and its Affiliates on the basis of facilitating good practice and eliminating bad practice.

If any Affiliate wishes to do something or build a business in a way that the Policies appear to prevent or be in contradiction with, then PSUK must be approached with the ideas or concerns. If what is requested meets the PSUK’s requirements, then approval may be granted. However, no action should be undertaken without prior written approval from PSUK. If no advance written approval has been given, any action will be in breach of these policies which form a part of your agreement with PSUK.

In anycase PSUK want to work with IA’s to offer them the freedom to build their business by working within the terms of their agreement inclusive of these policies. The golden rule is: in any doubt about what you can and can’t do, ask. Seek advice from the Affiliate Support or Compliance Officer.

Please take the time to read these Policies & Procedures carefully.

This document will play an important part in building strong foundations for your own business, by protecting you and providing you with professional good business practice.

These Policies and Procedures have been established to explain and define the rights and responsibilities of PSUK and its Independent Affiliates (IAs), which expression shall in these Policies and Procedures mean Independent Affiliates (IAs), Affinity Affiliates; Clubs, Association and not for profit member (AA’s), Training Affiliates (TA’s).

In these Policies and Procedures, the expression “the IA Agreement” shall where the context so admits mean the Independent Affiliate, Affinity Affiliate, Training Affiliates, Legacy Affiliate, Independent Affiliate Agreement made at time of registration which incorporates such Policies and Procedures.

1. Definition of a Power Solutions

1A. Independent Affiliate

Power Solutions Independent Affiliate (IA): This Independent Affiliate position allows the applicant to refer business leads to PSUK, as well as sponsor others in their organisation who will also refer business leads. IA's do not carry out any act of "selling" and simply act as introducers for all products and services offered by PSUK.

1B. Affinity Affiliate; Clubs, Association and not for profit member

Power Solutions Affinity Affiliate (AA); Clubs, Associations and not for profit members: This Independent Affiliate position allows the applicant to refer business leads to PSUK. AA's do not carry out any act of "selling" and simply act as introducers for all products and services offered by PSUK.

To become an IA the applicant must be:

- At least 18 years of age (if an individual)
- Resident of the UK or mainland Europe
- Holding a UK or European bank account
 - a. in the same name of the registrant's name or associated company, club, association or partnership.
 - b. Where the registered bank address of the account is identical to the address of the person or the business who registered.
- Upon registration; have agreed to the PSUK Independent Affiliate Agreement, including its Terms & Conditions, Policies and Procedures.
- Have been accepted as an IA by PSUK. On acceptance; notification is sent to the email address of the registrant within 48 working hours of registration.
- Have carefully read and understood the Terms & Conditions, Policies and Procedures and PSUK Commission Plan.

2. Business and Legal Entities as IAs

A partnership or company may become an IA on approval by PSUK, subject to the conditions set out below. No individual, however, may (directly or indirectly) own, operate, have management control of or have an interest in more than one (1) IA position as in 1A or 1B above. The entity, if not an individual, must have a separate Registration username. All owners of the entity must be at least 18 years of age.

2A. Companies

To become a new IA as a company or to change status, PSUK must be notified in writing.

The application or notice submitted must include details of all shareholders, officers and directors of the company, the Registered number and Registered office of the company and a copy of the certificate of incorporation and articles of association of the company. The officer who submits the form must be authorised to enter into binding contracts on behalf of the company, and must provide PSUK with the appropriate documents evidencing that authority. This information should be provided when making the initial IA registration.

It is not permissible for shareholders, officers and directors of the company applying as an IA company to have been Power Solutions IA's:

1. as individuals or,
2. as members of another IA partnership or,
3. as members of an IA company

within six (6) calendar months preceding the IA Agreement.

If a 'Joined-up' IA desires to change status from an individual IA to a company IA, the company is required to designate one individual as the responsible party for the company's operations.

2B. Married Couples

PSUK suggests that married couples operate as a single IA. If a married couple elect not to operate as a single IA, each spouse must register under the same Sponsor at the time of joining. When two IA's subsequently marry, each will maintain their separate IA status. Upon divorce of previously married IA's, PSUK must be notified as to which former spouse will assume ownership of the IA position as determined by agreement between the parties or by an order of a court of competent jurisdiction. A change in the ownership of the IA position will not take place until PSUK receives a copy of the divorce documentation. Should the party who does not assume ownership of the IA position desire to remain an IA, he/she may do so by registering as a new IA under the original Sponsor at the time the divorce. If there is any question over the disposition of the IA position or the income from the IA position, PSUK may suspend the IA position and hold all Commissions and/or Bonuses until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

Married couples who operate as a single IA agree to be, and hereby represent to PSUK, that each of them is bound by the terms of the IA Agreement and these Policies and Procedures and hereby agree to be jointly and severally liable for the actions of the other spouse even though only one spouse is designated as an Affiliate; if the spouse of an IA acts in a manner which would be a violation of the Affiliate Agreement and/or these Policies and Procedures, such violation will be attributed to the IA.

2C. Partnerships

To change status of the partnership, PSUK must be notified in writing. The notice submitted must provide ID, full names and home addresses of all partners in the partnership, as well as a list of each partner's percentage of ownership. The partner who makes the submission must be authorised to enter into binding contracts on behalf of the partnership. It is not permissible for any partner applying as an IA partnership to have been an IA as an individual or as a member of another IA partnership or as a member of an IA company within six (6) calendar months preceding the execution of this Agreement.

2D. Conflicts of Interest

We encourage Affiliates from other organisations to join with us.

While you are an IA for PSUK, you may participate in any other opportunity involving services which directly compete with products or services which PSUK offer.

During the term of the IA Agreement, and for a period of 90 days after termination, PSUK strictly prohibits the solicitation of IA's already sponsored by another individual in PSUK Affiliate programme. PSUK also strictly prohibits IA's from knowingly sponsoring, or directly or indirectly helping others to sponsor into any other sales organisation, any IA not personally sponsored.

IA's may not be involved directly or indirectly in the solicitation of customers or customer leads to any other service company or any company offering service.

3. Operating More than One Position and Phantom Positions

An IA may not directly or indirectly own, operate or have an interest in or management control of more than one IA position in any form. For example, an IA may not hold an individual IA position, as well as being a director, shareholder or officer of another company that has a position as an IA.

Operating more than one position will subject an IA to suspension or termination. An IA may not register an IA Agreement on behalf of another individual or company. An IA may not be an agent for, or act as an agent for, another IA.

Falsification of another individual's name or the establishment of phantom IA positions may be grounds for termination of the IA Agreement. PSUK shall be entitled to terminate or merge any position which in its reasonable opinion is a surrogate for another position or person.

4. Usernames

(Power Solutions ID)

You require your sponsors username to join PSUK. When you initially register your new Affiliate position a unique personal username can be created by you. Your chosen username will act as your permanent PSUK Affiliate ID and cannot be changed. Your username is found on the account page within your personal portal website.

Your personal username links all the new Affiliates introduced by you, directly to you.

Your username also links the new leads submitted by you, directly to you.

All usernames will be kept strictly confidential by PSUK, except where properly and legally required for submission to governmental authority. Providing false or invalid usernames to PSUK may be grounds for suspension or termination of the IA Agreement.

5. Status as an Independent Affiliates

5A. Claims of Employment

IA's are Independent Affiliates responsible for their own business activities and are solely responsible for the payment of all taxes arising out of or in consequence of the terms and provisions of the IA Agreement. If the IA is an employer, its personnel are the IA's employees and will not, for any purpose, be considered employees, agents, or sub-agents of PSUK. The IA shall be solely responsible for their supervision, daily direction and control, payment of salary, worker's compensation, disability benefits and compliance with all other laws applicable to employers.

IA's are not employees or legal representatives of PSUK. IA's will not represent in any manner that they are an agent, employee, representative, negotiator, broker or spokesperson of PSUK. IA's have no authority to legally bind PSUK or its officers, directors, or employees.

5B. Contractual Obligations

As Independent Affiliates, IA's are responsible for their own activities and choice of time and effort spent without direction or control by PSUK, and for any expenses which result from their business operations. These expenses include, but are not limited to; licenses or permits required to operate a business, legal fees connected with the use of an assumed business name, telephone expenses, product advertising, meeting room costs and any other expenses incurred. An IA shall not involve PSUK directly or indirectly in any contractual relationships relating to their business. IA's cannot and will not sign any contract, rent or lease office space or equipment, open any bank account, secure credit, cash any negotiable instrument, make purchases or enter into agreements of any kind in the name of or on behalf of PSUK. Each IA shall indemnify PSUK from any losses, claims, damages, costs or liabilities arising out of any such actions or claims.

5C. Reporting of Taxes

IA's are self-employed for tax purposes and are responsible for the payment of all income and other taxes due on their earnings or any benefits in kind from PSUK. IA's will pay VAT on each commission received where applicable. In the event that PSUK is required to pay VAT on any payments due to the IA under the Commission Plan, PSUK reserves the right, subject to HMRC approval, to self-bill (when available) for such sums, in which event VAT shall only be paid to the IA if the IA is registered for VAT and provides PSUK with a copy of his/her VAT registration number. If the IA, having been registered, becomes de-registered voluntarily or otherwise for VAT he/she shall notify PSUK in writing of the fact of such de-registration within fourteen (14) days of the de-registration taking effect. If PSUK is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of the IA to notify PSUK of de-registration for VAT, then the IA acknowledges and agrees that PSUK shall be entitled to recover from him/her/it the amount of such VAT by deduction from the IA account with, or set-off from commission due from, PSUK or by any other means available to PSUK from time to time.

6. IA Rights and Obligations

6A (1). Behaviour

IA's will operate in a lawful, ethical and moral manner and will use their best efforts to promote the referral of services and/or products offered by PSUK to the general public within the areas and parameters designated by PSUK. IA's are to conduct themselves in a fair and business-like manner at all times, and they shall avoid all discourteous, deceptive, misleading or unethical practices, including, but not limited to, any disparaging or derogatory statements about PSUK or any other IA.

PSUK may immediately terminate the Affiliate Agreement by giving written notice to the Affiliate if:

- a. the Affiliate indulges in any activity or behaviour including fraudulent and criminal activity which may be detrimental to PSUK; or
- b. the Affiliate indulges in any activity which may be detrimental to the reputation or brand of PSUK.

6A (2). Unacceptable Behaviour

PSUK will not tolerate unacceptable behaviour no matter where or when it occurs. We will always seek to act according to principles of fairness, honesty, integrity and respect. We expect that our IA's will uphold these principles. We expect that our staff will similarly act in accordance with these principles.

As an organisation, we have a duty and responsibility to ensure that PSUK staff are treated according to these principles and can go about their work, professional practice, or be in contact with IA's without being subject of unacceptable behaviour. We aim to manage unacceptable behaviour in a manner that protects our staff, our IA's and officers, and members of the public wherever it is appropriate and necessary to do so.

PSUK will always strive to ensure any person who contacts PSUK is treated fairly and reasonably, and without reference to race, religion, belief, gender, sexual orientation, disability or age. We recognise that in some circumstances, people may have a disability or mental health problem that may make communication more difficult. Where there is a concern about unacceptable behaviour we will always consider individual needs and circumstances before deciding on how we should respond. We also recognise that dealing with some matters can sometimes lead to people behaving in a way they would not normally.

We will always take account of individual circumstances when dealing with incidents of unacceptable behaviour.

6A (3). What is Unacceptable Behaviour?

PSUK may immediately terminate the Affiliate Agreement by giving written notice to the Affiliate for unacceptable or unreasonable behaviour.

For the purposes of our policy and procedures, we define unacceptable behaviour as any behaviour that is, or could be said to be:

- a. Aggressive, abusive or offensive language or behaviour
- b. Making threats of any kind (and not simply in relation to threatened violence)
- c. Seeking to bully, intimidate or frighten another person
- d. Making derogatory remarks, including any inappropriate remarks in relation to another person's culture, race, faith, gender, sexual orientation or age
- e. Harassing
- f. Intimidating
- g. Malicious

In respect to our Complaints Procedures, it is sometimes the case that someone cannot, or will not, accept the outcome of a complaint once the complaint has been brought to a conclusion in line with our policy and procedures.

Where someone continues, or persists in contacting us in relation to a matter which has reached a conclusion, we will consider whether - and at what point - that contact becomes unacceptable or

is harassing. We will always try to assess fairly and reasonably the circumstances, the situation, and the seriousness of the issues raised by anyone who is not satisfied with the outcome of a complaint but will also assess the behaviour in continuing to contact us and decide if and when it becomes unreasonable. Unacceptable behaviour in this instance includes:

- a. Repeatedly contacting an IA, or PSUK staff
- b. Excessive telephone calls, emails or letters
- c. Sending multiple or duplicate correspondence to an IA or PSUK staff
- d. Persistent refusal to accept a decision or explanations
- e. Making unreasonable demands of members of staff, whether in relation to provision of information or documents, or expecting responses within an unreasonable timescale
- f. Using social media or the internet to publish unreasonable or derogatory views or opinions in relation to any IA or member of PSUK staff, or officer, or in relation to PSUK itself

The action PSUK will take is dependent on the behaviour and particularly on the type of communication.

IA's are encouraged to keep accurate records. Additionally, IA's agree to be aware of and abide by all laws and regulation governing the referral, sale or solicitation of the products or services marketed by PSUK, including but not limited to occupational licenses, solicitation licenses, business licenses, merchant licenses or permits that may be required to perform its obligations pursuant to the IA Agreement. Where an IA is operating his/her PSUK IA business in another country outside of the UK, within mainland Europe, the IA must operate within that market in accordance with PSUK's policy on international sponsoring, the IA must familiarise him/herself with the laws and regulations governing the operation of his/her PSUK IA business in that country and with the terms of the IA Agreement and the Policies and Procedures that apply in that country. The naming of an IA in any injunctive or prohibitory administrative or court order in connection with the IA's conduct as a PSUK IA or in connection with any PSUK-related activity by such an IA, shall constitute an irrefutable presumption of the IA's failure to operate such IA business in accordance with the IA Agreement or with these Policies and Procedures.

6B (1). Confidentiality

IA's are reminded that they agree that they will not divulge the business secrets of PSUK, or any of its holding companies' subsidiaries, to third persons, in whole or in part, nor shall they use such business secrets for any business or commercial purposes, alone or in conjunction with others.

It is the responsibility of the IA to ensure they adhere to the principles of the current General Data Protection Regulations (GDPR) and understand best practise for managing data subject information. **Failure to adhere may subject an IA to immediate suspension or termination.**

6B (2). General Data Protection Regulations (GDPR)

The IA with a status of but not limited to; Self-employed contractor person or partnership or Limited Company or LLP or PLC or CIP or Club or Association or Charity is required to understand and adhere to the current General Data Protection Regulation (GDPR) responsibilities. **The IA is responsible for the personal data collected.** However, PSUK is responsible for the lawful processing of all personal data submit by an IA to PSUK.

In line with GDPR, PSUK must demonstrate consent has been obtained from the data subject before processing their personal data. Therefore, **PSUK requires consent from the data subject to engage with them.**

PSUK are obliged to make IA aware that they need to be complying with the General Data Protection Regulations (GDPR). It is recommended to IA that they adhere to the following guidelines:

1. Always obtain the necessary GDPR consent from the referral (data subject) individual, company, partnership and/or customer.
2. Following the submission of customer information and documentation to PSUK by an IA and confirmation the data has been received:
 - a. All data i.e. the bill, any letters of authority, change of tenancy forms, must be deleted or safely destroyed within a reasonable time.
 - b. Delete or safely destroy electronic or paper copies of customers information, bills or documentation on electronic devices; cameras, phones, tablets, computers, etc.
 - c. The IA should delete or safely destroy any database of customer lead details. IA's keeping customer's lead details for any reason must acquire the express consent from their customer(s).
 - d. Keep all PSUK lead information, documentation and email correspondence strictly confidential.
 - e. Ensure all electronic devices holding customer lead information and documentation are secure, make certain no one else has access. This includes securing access to personal IA email mailbox accounts, personal portal website and mobile applications.

6B (3). Further information about GDPR

Go to www.ico.org.uk for help and support or,

Contact Power Solutions (UK) Ltd. Telephone: 01244 391 500 email: info@powersolutionsuk.com

6C (1). Territorial Rights

PSUK imposes no franchise or territorial restrictions on IA's with regard to referring leads, sales, promotion and sponsoring efforts and each IA shall have the right to conduct business anywhere in the countries in which PSUK offers its products and services to consumers without exclusivity. PSUK products and services may not be available in certain areas.

6C (2). International Business Activity

PSUK Affiliates are permitted to conduct international business in those countries that PSUK operates in. IA though should observe and comply with those laws for each country, and those Policies provided by PSUK for that country. PSUK strongly recommends that IA seek further guidance/advice from Affiliate Support beforehand if cross borders activity is planned.

6C (3). International Affiliate registration

1. Individuals who are permanent residents of UK or mainland Europe are permitted to join as Affiliates for PSUK.
2. Individuals seeking to register as Affiliates for PSUK outside of UK and the mainland Europe should contact: support@mypowersolutionsuk.com for further information prior to any registration.
3. IA's can currently only refer UK based business leads to PSUK.

6D. Delinquent Customer Service Bills and Fraud

An IA is not required to subscribe to any PSUK service in order to participate in the PSUK Affiliate Programme. Should they elect to do so:

1. IA's personal bills for services from PSUK and its suppliers are expected to be paid within the bill due date whether the IA uses the service or someone unauthorised does. PSUK reserves the right to end the IA Agreement at any time without notice if:
 - a. Any agreement the IA may have with PSUK for any of its services is breached, or
 - b. Bankruptcy or insolvency proceedings are brought against the IA or if the IA fails to make any payment under a judgement of court on time, or, the IA makes an arrangement with creditors, or a receiver or administrator is appointed over any of the IA's assets, or the IA goes into liquidation
 - c. PSUK may, at PSUK 's sole discretion, deduct the commission amounts owed in respect of such products, services or marketing materials and to PSUK refund an amount equal to 100% of any monies paid in respect of such products services or marketing materials**
2. PSUK IA are obliged to observe certain standards of good conduct in their personal behaviour in marketing themselves and PSUK. No one may use any of the PSUK services:
 - a. To make offensive, indecent, menacing, nuisance or hoax calls.
 - b. Fraudulently or in connection with a criminal offence.

6E. IA Registration and Website Licence

1. The status of a completed IA application to join as a PSUK Affiliate is 'registered'.
2. Until such time as the IA registration has been 'activated' by PSUK, an IA is ineligible for any commissions payable under PSUK Commission Plan.
3. Users of PSUK Affiliate personal portal website and email mailbox must adhere to the terms and conditions of use.
4. Users who are granted access to any website owned by a supplier to PSUK must adhere to the terms and conditions of use.

6F. Unauthorised Contact

Under no circumstances will an IA directly contact any service supplier of a PSUK customer without receiving prior written authorisation from PSUK. **Any unauthorised contact directly with customer's suppliers may be grounds for immediate suspension or termination of the IA Agreement.**

6G. Additional Services

At the discretion of PSUK, additional services are provided to IA's, such as PSUK corporate website, the IA personal portal website, news updates and technical support, all of which are included in the IA registration.

6H. Assigning a new IA to a specific Sponsor

PSUK does not agree with the policies pertaining to the assignment of a new IA to a specific Sponsor (often referred to as 'stacking'). This practice is not good for business for the reasons outlined below* and, consequently, PSUK do not support it. Should an Affiliate wish to use this method they do so without agreement from PSUK.

- * It could be deemed disrespectful to the newly sponsored IA to have a Sponsor they have no relationship with.
- * It undermines relationships.
- * It weakens the Sponsor who was simply 'given' a new IA in their team – it is always much more beneficial to Sponsoring IA's if they achieve this themselves.
- * It reduces income by giving it away to those who are not always deserving of it.
- * It encourages people to be lazy - if they are given one IA, they expect more.
- * It could delay that person's registration date, thus affecting the right to work within the Commission Plan dates.

The only time 'stacking' is really acceptable is for geographic reasons when two IA's reside near each other and so there is the possibility that by working together in one team they would be more effective and productive.

With this in mind, PSUK encourages all IA's to adhere to a simple 'code of conduct' should they ever wish to assign a new IA to another Sponsor other than themselves:

1. Always check with your sponsor to hear their thoughts before sponsoring a new IA.
2. Make sure all parties are comfortable with the 'stacking' arrangement.
3. Make sure the Sponsor and newly sponsored IA have met and work well together.
4. Ensure that the IA, who had the original contact with the newly sponsored 'stacked' IA, stays in close contact with them, and that the prior relationship is still maintained.
5. Prior to re-assigning an IA to a new sponsor, you are required to submit in writing to the upline Sponsor and PSUK at support@mypowersolutionsuk.com, the clear motive of your request inclusive of the reasons and benefits to all parties upline and downline for 'stacking' consideration.

PSUK will then review your demand and inform you accordingly.

6I. Sponsor Disputes

In assumption of a breach of policy, PSUK will investigate all complaints brought against the IA's. All complaints should be addressed to Affiliate Support or the Compliance Officer. Complaints will follow PSUK complaints procedure. PSUK will not mediate disputes involving Sponsor designations. PSUK recognises, as Sponsor, the person whose name appears on "the registration" at the earliest date. PSUK reserves the right to review sponsoring practices and change sponsorship within the organisation. PSUK recognises and respects that the ultimate decision on who sponsors a new IA rests with the person being sponsored. There are however, certain guidelines that can be adhered to, to ensure all Affiliates act with the utmost integrity.

1. A prospect must be clearly asked by the IA whether they have been contacted or approached by any other PSUK IA in the last 30 days (a prospect is defined as any individual who is considering becoming an IA).
2. If the prospect's response is "no", the IA can progress the assumption that no other IA is already communicating with the prospect.
3. If the prospect's response is "yes", the original IA who made the first contact needs to be approached by the second IA to ascertain the level at which contact has been made and give the first IA the opportunity to progress the prospect, as they made the first contact. If the original IA chooses not to progress the prospect, then the second IA is free to continue contacting the prospect.
4. If the original contact was made over 30 days previously no such etiquette is required.

6J. Members of Same Household

1. All the IA's living in the same household must hold only one IA PSUK position.
2. All IA's of PSUK who are members of the same household that wish to become an individual IA must have the same first original sponsor of that household.
3. In exception; An IA "parent" may sponsor their own children (18-years or more) living in the same household as an individual IA.
4. A married couple, regardless of where each live, may operate only one IA position in PSUK, or decide to each register individually under the same Sponsor.

Note: Allowing more than one position per household invites phantom or surrogate positions. PSUK may restrict positions to one per household or reserve the right to terminate positions believed to be surrogates or phantoms. PSUK shall be entitled to terminate or merge any position which in its reasonable opinion is a surrogate for another position or person.

6K. Transfer/Sale/Disposition of IA Position

An IA's position can be inherited or bequeathed. Subject to PSUK's prior review and approval, which approval PSUK may grant at its absolute discretion, an IA may sell or transfer his/her Affiliate position upon written notification to PSUK and the fulfilment of any conditions required by PSUK. Any such Sale / transfer requires the consent of PSUK and must be on the terms approved by PSUK and in accordance with these Policy & Procedures. The written notification shall involve written certification by the buyer that the following is true and accurate:

That as a result of the sale or transfer, the buyer will have no other IA position with PSUK and no financial interest in another PSUK IA position. (The only exception to this rule is that a person who inherits a second position may operate two positions; provided certified copies of the death certificate, will and such other documents requested by PSUK, have been received and approved by PSUK.)

The buyer Must also:

1. In order to be accepted as a new IA the buyer must not have been a PSUK IA within the previous six (6) months.
2. Complete a Position Sale/Transfer form in all respects. (this Transfer of Affiliate Form can be obtained within the IA's Personal portal website administration area).
3. Ensure that all persons owning an interest in the transferred position immediately after the sale are listed in the certification form by name, address and username, together with an accurate description of the actual interest of each such person in and to the sold position.

Those positions currently qualified in PSUK promotion scheme's, such as incentives, will not be permitted to transfer such qualification to the buyer.

An administration fee of £100 is charged for all business transfers; this must be paid with all applications. Upon receipt of a completed transfer request, **PSUK will notify the transfer to the immediate 'Joined-up' (upline) Sponsor.**

6L. Change of Sponsorship

6L (1). Conditions

Due to the complex nature and difficulties caused by making Sponsor changes in the organisation, PSUK will only allow the change from one Sponsor to another if the following conditions are met:

- a. 'Joined-up' IA wishing to change sponsor taking the IA personal portfolio of customers, team IA's and their team customers to a new sponsor.
- b. The transferring IA obtains a signed agreement from the two (2) levels of 'Qualified Joined-up' up-line IA's of the original Affiliate organisation (this Transfer of Affiliate Form can be obtained within the IA's Personal portal website administration area). It is the transferring IA's responsibility to seek the signed agreements of the up-line IA's, not PSUK'.
- c. The transferring IA needs only obtain the signed agreement of the 'Qualified Joined-up' IA's in their two (2) level up-line, and no up-line can unreasonably withhold their permission in which case the discretion and decision of PSUK is final.
- d Any customers or Affiliates registered by the IA under the original username genealogy will be transferred.

6L (2). Process

An administration fee of £100 is charged for all sponsorship transfers; and must be paid on application. Upon receipt of a transfer request, **PSUK will notify the transfer to the immediate 'Joined-up' (upline) Sponsor.**

A registered IA wishing to restart under a new sponsor without taking the IA's personal portfolio of customers, team IA's and team customers must inform PSUK in writing of the following:

1. Voluntarily termination of his/her position/account requesting a:
 - a. Deactivation
 - or
 - b. Permanent deletion

2. After a 6 (six) month minimum period has lapsed, re-register under a new sponsor, by completing a new IA Agreement online and pay the appropriate registration fee applicable at the time. The IA should choose a new unique username not similar to the previous used username.

Any customers or Affiliates registered by the IA under the original (old) username, remain under that username and cannot be transferred.

Written permission from the up-line or a completed Transfer of Sponsorship Form is NOT required.

6M. Trademarks / Approved Sales Literature / Marketing Materials

IA's understand and agree that they will not in written or electronic form use PSUK's name, or the trade names, logos, copyrighted material, trademarks or service marks (the "Marks") of PSUK or any other company or business except in materials provided by and approved by PSUK.

Unauthorised use or duplication of the Marks is a violation of the law and will result in immediate termination of the IA Agreement.

6N. Residential Customer Acquisition

An IA may invite residential leads to switch their domestic energy electricity and/or gas supplier.

The submitted invitation should relate to a person with the authority within the home to make decisions. The contact must be expecting and be happy to receive the link and have given the appropriate General Data Protection Regulation (GDPR) consent.

The customer will have a comparison choice of different residential energy suppliers. Each suppliers offer is detailed along with the terms and conditions, allowing the customer to make an informed decision. **The customer should make their own choice and the Affiliate must not in any way influence the decision.**

6O. Customer Acquisition by Slamming

Customer Acquisition by an IA should be by referring a warm lead to PSUK. The details submitted in the Customer Information should relate to a person with the authority within the business to make decisions. The contact must have given the appropriate General Data Protection Regulation (GDPR) consent. The contact must be expecting a call from and be happy to speak to a PSUK broker. All Customer Information and bills must be submitted through the IA personal portal.

‘Slamming’ is any practice carried out without the customers consent and is strictly prohibited and will result if proven, in immediate termination of the IA Agreement. In addition, PSUK may take legal action against such IA including, but not limited to, claims for reimbursement for fines levied upon PSUK by such acts.

Slamming includes, but not limited to:

1. An IA introducing to PSUK a customer lead and or relevant bill/s without the customers knowledge or consent.
2. The entering of customer information by an IA for the purpose of making an order or signing an order on behalf of the customer.
3. The entering of a customer’s General Data Protection Regulation (GDPR) consent options by an IA on behalf of the customer without the customers knowledge.
4. The unauthorised (i.e. without a written request from the customer) conversion of a customer’s service from their current supplier/provider to another service.
5. Unauthorised conversion is illegal and may carry criminal penalties. PSUK will refer IA’s who commit such acts for criminal prosecution.

6P. Change of Address

IA’s must maintain their correct business trading address associated with the IA’s personal portal website account. The address in the IA’s personal portal website account must match the address associated with the IA’s bank account to where commissions are paid. PSUK use the address in the IA’s personal portal website account for communications, including self-billing statements. When mail is returned to the Company because PSUK has not been informed of an address change, the IA is placed on suspended status until further notification has been obtained. Notifications of IA’s change of address should be sent to: support@mypowersolutionsuk.com

6Q. Purchase Limitations

IA's agree and understand that their primary emphasis shall be on obtaining referrals for PSUK from non- IA consumers as a condition of receipt of Commissions.

6R. Charges to Other Affiliates

No IA may charge (or request) a fee or payment from another IA or prospective IA or customer (lead), for services, literature or any other reason related to PSUK. An IA may require that other IA's attending his/her Business Presentation or Training contribute not more than £20.00 towards the meeting expenses.

6S. Purchase and Sale of Customers and or Leads

No IA may purchase or sell a customer lead from or to any other person or entity.

6T. Solicitation by Prize or Drawing

Non-PSUK Sales Programmes: IA's may not solicit, train, instruct or obtain new or existing customer leads or IA's by means of or in connection with any non-PSUK lottery, drawing, prize or incentives, nor by means of or in connection with any non-PSUK product or service or Commission Plan. Further, IA's may not solicit, train, instruct or obtain new or existing Customer leads or IA's by means of direct mailing or emailing, unapproved advertising or literature, nor in connection with another product or opportunity, which has not been previously approved by PSUK. For a more detailed explanation of PSUK' policies on advertising and promotion, refer to part '9. Advertising & Promotion'.

6U. Endorsement of Special Interest

6U (1). Groups, Organisations

PSUK IA's are free to endorse, support and participate in any lawful group, cause or organisation of their choosing, but may not do so in connection with their PSUK business, nor shall an IA represent that PSUK endorses or supports any special interest group or cause, without the written consent of PSUK.

This policy does not include those Affinity partners that choose to register as Affinity Affiliates (AA's) as they are bound by the terms and conditions of PSUK's Affinity Affiliate programme.

Contact: support@mypowersolutionsuk.com for further information

6U (2). Affiliate Associations

The purposes for which an Association may be formed and operated and activities of an Association are limited to any one or more of the following:

1. To share related business expenses.
2. To provide a periodic newsletter to Association members. An Association may publish a periodic newsletter provided the complete content thereof is in compliance with PSUK Policies and Procedures. Such newsletters must state that they are not reviewed or endorsed by PSUK and do not represent the views of the Company.
3. To provide for and conduct Business Presentations and PSUK training (training for which PSUK compensates trainers), which may not be exclusive to Association members.
4. To conduct informal meetings, conferences and special training sessions for Association members, which may be exclusive to members. However, such an exclusive meeting may not be announced at a PSUK meeting of any kind.
 - a. An Association may utilise a specific name for its Association provided that if the name includes the word 'Power Solutions' it must also state the phrase 'Independent Affiliate' and shall at all times use its complete name in connection with PSUK-related Association activities.
 - b. An Association or any group of IA's that operates collectively or identifies itself as a group may not, using its name only, nor on behalf of its members, sponsor, conduct or participate in any IA training or Business Presentations.
 - c. All Association Business Presentations shall be open to all PSUK IA's and their prospects. The Association may charge up to £5 per member in attendance to cover meeting costs only; however, guests must not be charged. If seating capacity is an issue, non-members may not be refused admittance unless members have also been refused.
 - d. IA's participating in an Association shall provide equal access to all IA's in all their downline team organisations without regard to Association membership and shall not solicit membership other than by pointing out the actual benefits of membership to the prospective member in accordance with the Agreements and these Policies and Procedures.

- e. An Association may assess its members from time to time as regards shared expenses, or an Association may charge dues to its members not to exceed £25 per month, but not both. All other required or requested fees, charges or purchases by an Association and/or its members to members or prospective members are strictly prohibited and may not be charged or solicited except as expressly permitted by the PSUK Agreements and/or the Policies and Procedures, including any additional training fees.
- f. Each Association is responsible to maintain accurate books and records of its receipts and expenditures.
- g. No IA may offer or sell goods or services to an Association of which such IA is also a member. No Association member may receive money from a person supplying services or goods to an Association or to any member(s) thereof by virtue of the purchases of the Association or any of its member(s) from that person.
- h. The policies and procedures of the Association may not conflict in any way with the Policies and Procedures of PSUK.
- i. Leadership members of an Association may be held responsible for the activities of the Association and appropriate remedies may be pursued, including suspension of Commissions or termination.

7. Presentation of Power Solutions Opportunity and Services

Each IA begins with an equal opportunity for income. A Power Solutions Business Presentation is designed for IA's to present clearly and easily the Power Solutions Business Opportunity in a lawful manner. IA's understand and agree that only PSUK corporate-produced material ("the Corporate Materials") will be used in all training sessions and Business Presentations. IA's will not make false or misleading statements about Power Solutions and/or the IA Opportunity. In presenting Power Solutions IA Opportunity to potential IA's, only those figures published by PSUK may be used. The use of any written or verbal income projections, actual printed statements or online viewing of IA Commission, and all other income potential whatsoever, is strictly prohibited.

IA's shall present Power Solutions Opportunity of customer lead referrals and IA as separate relationships to Power Solutions, so that each prospect shall choose only those relationships with Power Solutions which he/she truly desires.

No guarantees of any income nor assurances of any profits or success are made by PSUK. Furthermore, any financial success resulting from activities as an IA will occur in relation to the referring of leads to PSUK, and any success achieved will be based completely upon the IA's efforts, commitment, skill and the time invested by the IA in the Power Solutions Opportunity.

Any unauthorised variation from the Business Presentation, training or the Corporate Materials may result in legal action against the IA. If PSUK becomes aware of a violation, PSUK may take certain actions, including, but not limited to:

- 1. suspending the IA of one month's income up to maximum of £130,000 or**
- 2. if an IA violates this policy a second time, that IA's position may be immediately suspended or terminated. PSUK periodically audits IA Business Presentations to ensure compliance with this policy. PSUK will use recording devices in connection with such audits.**

Suspended income is not able to be reclaimed.

PSUK is not an affiliate or agent of any one specific vendor. The leads referred will belong to PSUK. PSUK customers will be billed directly by the supplier of the contract. IA's shall make no false or misleading statements concerning these relationships. Any violations may result in suspension or termination of the IA Agreement.

The IA agrees to indemnify and to hold PSUK harmless from any and all claims, damages and expenses, including solicitor's fees arising out of actions or conduct in violation of the Agreements and these Policies and Procedures.

8. Commissions

8A. Payment

PSUK will pay Commission to 'Qualified Joined-up' IA's on revenue that has been collected from suppliers for contracts that have been brokered by PSUK.

This is the income that an IA can receive when personal referrals – and those of the Affiliates recruited in the IA team - agree a written gas and/or electricity and/or water, telecoms contract brokered by PSUK and is a live contract.

An 'Active' IA is a registered Affiliate who has joined PSUK, accepted the Affiliate Agreement, Terms & Conditions, Policies & Procedures and completed the initial Getting Started Training and Assessment and has at least one Personal Eligible Locked-in Contract.

PSUK will pay other Commissions in accordance with the most recent PSUK Commission Plan. Commissions are based on the actual sales volume of PSUK services/contracts provided to customers at the end of the contract.

8B. Commission retention and reconciliation

8B (1). Forecast referral commission payments

Total overall commissions from suppliers are paid according to a customer's actual usage. This usage is not accurately known until the end of the contract term.

Suppliers use a calculation based on the *Estimated Annual Consumption* (EAC) or the previous year's consumption to calculate an estimated commission.

At the end of the contract term, the supplier provides the actual usage allowing PSUK to make adjustments to your final reconciliation.

Should PSUK be initially paid at the start of the contract an amount of commission greater than the commission generated from the customer's actual consumption then the supplier will invoice PSUK for the over payment, PSUK will then in turn debit the over payment from the IA that received the payment.

All negative reconciled payments to be repaid will be deducted from the IA overall future income across the IA entire personal portfolio.

8B (2). Advanced payments on account

From time to time PSUK can offer incentives with individual terms and conditions that could include an "advance payment".

Any payments made in advance to an IA will be deducted through reconciliation from the IA overall future income across the IA entire personal portfolio.

8C. Delayed commissions and/or customer service

PSUK will not be responsible for loss of Commissions or delay in service due to but not limited to the following:

1. No IA on file with PSUK.
2. Incomplete or incorrectly filled out IA Agreements or customer contracts.
3. Late IA Agreements or customer lead information data.
4. Incorrect sponsor details on Affiliate applications.
5. No signatures (if required) on any form.
6. Improper notification of change of address.
7. Service is not available to the customer by suppliers in that geographical location.
8. Failure of the customer to pass a supplier's credit status requirement.
9. Commission payments being subject to a minimum payment amount. **Refer to the Commission Plan for specific min value requirements.**

8D. Organisational Reports

Summary organisational screen reports are included with the IA personal portal website and show the number of IA and customers in the organisation. The IA agrees and acknowledges such information is proprietary and confidential to PSUK and is transmitted to the IA in strictest confidence. The IA agrees he/she will not use the information other than for the benefit of PSUK, and for the purpose of operating the IA position. The IA and PSUK agree that, but for this agreement of confidentiality, PSUK would not provide the above confidential information to the IA.

8E. Eligibility for Commissions

All 'Qualified Joined-up' IA's automatically receive commissions on their personally introduced leads. IA Qualifications and Eligibility requirements to receive Commissions are found in PSUK Commission Plan. All IA's must be "Qualified Joined-up" in order to receive any Commissions or Bonuses.

8F. Commission Discrepancies

Any discrepancies in commission payments should be reported to PSUK Affiliate Support in writing in order for them to be investigated. All payment enquiries must be in writing and received by PSUK within ninety (90) days of the payment issue date. All lost or missing payments that you wish to have reissued by PSUK must be requested in writing and may take up to ninety (90) days to be reissued.

8G. Organisation Printout Fee

Any IA who places a "Special Request" to Affiliate Support for a digital copy of their Commission reports must pay PSUK £10 at the time the request is placed. Please allow ten (10) working days for processing.

8H. Exchange Rates

Commissions paid by PSUK are in GBP £. Payments made into bank accounts outside of the UK within Europe will be subject to the exchange rates at the time of the payment transferring. Payments can also incur charges by the receiving bank. Exchange rates and bank charges are outside of PSUK control.

8I. International payments and refunds

Payments made into PSUK bank account from a bank outside of the UK within Europe will be subject to the exchange rates at the time of the payment transferring. Payments can also incur charges by the receiving bank. Exchange rates and bank charges are outside of PSUK control.

1. Payer's making payments to PSUK are responsible for ALL (your) sending and (our) receiving bank charges.
2. All international refunds from PSUK are made excluding any bank charges and subject to exchange rates at the time. It is the receiving beneficiary of refunds that is responsible for all bank charges.

9. Advertising, Promotion and Communication

PSUK actively encourages its IA's to promote PSUK's services and the PSUK Affiliate Opportunity. The following rules, however, provide a positive guide for all IA's to promote ethical marketing practices and to avoid jeopardising the integrity and reputation of PSUK and its IA's.

1. IA's cannot portray themselves online or offline as a PSUK employee or claim to work for PSUK.
2. IA's cannot make claims about PSUK that are false, misleading or incorrect.
3. IA's cannot make claims of earnings potential.
4. IA's must make clear that any statements of earnings are not necessarily representative or typical of the earnings a PSUK IA can or will earn through participation in the Commission Plan. These statements should not be considered as guarantees or projections of your actual earnings or profits. As with any other independent business, success results only from dedicated hard work, diligence, and leadership.
4. IA's should use their personal Power Solutions Affiliate email mailbox address (first.lastname@mypowersolutionsuk.com) to receive communications.
 - a. IA's using a Power Solutions Affiliate email address (first.lastname@mypowersolutionsuk.com) should clearly identify themselves in the signature as an 'Power Solutions Independent Affiliate'.
 - b. if your business is a private limited company (LTD), a public limited company (PLC) or a Limited Liability Partnership (LLP), you are required by law to include specific information on your email footer.

This is stipulated by the Companies Act 2006, which states that company communications - including letterheads, order forms, company website and all business emails - must include the following information in legible characters:

- Your company name;
- Your company registration number;
- Your place of registration (e.g. Scotland or England & Wales);
- Your registered office address - note that this may be different to the office that you trade from.

- c. All email mailbox user must include an email disclaimer, as in this example:

This email and any attachments to it may be confidential and are intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of [business name].

If you are not the intended recipient of this email, you must neither take any action based upon its contents, nor copy or show it to anyone.

Please contact the sender if you believe you have received this email in error.

5. IA's must not own, register or use any domain name, email address, social media account name, keywords or metatags that include in whole or in part any of the words, without limitations, Power Solutions (UK) Limited.

6. IA's may not advertise their PSUK business opportunity using "Power Solutions" by name in any public place unless prior approval is given. You may only advertise online to your family, friends, and known online social network.

Violation of this policy may subject an IA to immediate suspension or termination.

9A. Unsolicited document sharing online (spamming)

IA's are advised that the well tested method of face to face meetings with potential IA prospects and customers is best practice.

Our considerable experience shows that online marketing using the Internet and social media networks will not create the same interest as a face to face approach.

To prevent any dilution of curiosity and excitement of the Power Solutions Affiliate business opportunity; IA's may not inappropriately share documents or files across the Internet or social media that are designed for a personal face to face approach.

9A (1). Fair use of copyright

All IA materials provided within the Power Solutions IA personal portal are subject to fair use of copyright. Fair use is a legal exception to the exclusive rights PSUK has to the copyrighted materials.

These materials include but not limited to PSUK:

- a. Company Presentation (UK2022)
- b. Training Workbook Planner (UK2024)
- c. Commission Plan (UK2026)

Without the express prior written consent of PSUK, the materials specifically a), b) and c) above and any information contained within it may not be:

- d. Reproduced (in whole or in part)
- e. Copied at any time
- f. Distributed inappropriately across the Internet or social media
- g. Used in email advertising campaigns
- h. Used for any purpose other than evaluation of PSUK
- i. Provided to any other person, except your personal or team IA's prospects or joined-up members

Violation of this policy may subject an IA to immediate suspension or termination.

9B. Social Media

1. IA's are strictly prohibited from "offering or selling" the products and services of PSUK. This includes but not limited to eBay, trademe, Gumtree, personal websites, ecommerce platforms and social media platforms LinkedIn, Facebook, Twitter, Instagram, YouTube, WhatsApp, blogs, forums and chat groups.
2. IA's are prohibited from using any PSUK copyrighted images found online, including but not limited to: social media profile pictures, cover photographs or any social media posts.
3. IA's can only use images and design that are pre-approved by PSUK for social media use. If available, these can be found within the pre-approved library in the IA's personal portal website.
4. PSUK encourages all IA's to use social media. IA's should always clearly identify themselves as a Power Solutions Independent Affiliate when delivering any content to social media. In communication with the content reader, IA's should ensure all requests for further information are directed back to themselves and not to PSUK website contact links or corporate office itself.
5. IA's must abide by all terms and conditions, policy and procedures of the social media website they are posting on.
6. IA's cannot post online in any place comments that could be conceived as negative or detrimental to PSUK, any PSUK IA or any other business opportunity.
7. IA's cannot use the PSUK corporate office Facebook page to promote their own IA business.
8. IA's cannot use, online or offline, the name Power Solutions (UK) Limited, or any variation of the names, i.e. Power_Solutions, PSN, PS Network, PS_NW, AFFILIATE_NW, POWER_AFFILIATE, etc. in the promotion of the business opportunity. This includes setting up and using personal or group profile social media handles, including but not limited to LinkedIn, Facebook, Twitter, Instagram, YouTube, WhatsApp, blogs, forums or chat groups.
9. IA's cannot create a Power Solutions Business Page within any social media platform. This includes setting up and using personal or group profile social media handles, including but not limited to LinkedIn, Facebook, Twitter, Instagram, YouTube, WhatsApp, blogs, forums or chat groups.
10. IA's cannot purchase "keywords" from search engine service providers to direct users to your Power Solutions business opportunity.

Violation of this policy may subject an IA to immediate suspension or termination.

9C. Use of Power Solutions and/or its Suppliers' Names, Logos or Trademarks

1. PSUK reserves the exclusive right to use the Company name, logo and trademark or those of its supplier(s), except in advertisements or other promotional matter which have been provided by PSUK.

2. IA's are prohibited from duplicating, cropping, warping, pirating video, images or website content in any form belonging to PSUK or those of its supplier(s).
3. IA's cannot create or sell items in any form with the PSUK name.
4. IA's are prohibited from using logos, product images or trademarks of its supplier(s).
5. IA's can only use (if available) images and design that are pre-approved by PSUK. These include personal business card template. Power Solutions Affiliate business cards should only be purchased through PSUK authorised supplier to ensure correct use of materials and print quality.
6. All advertising materials that mention Power Solutions relating to either a Power Solutions meeting or Power Solutions business opportunity must be approved by PSUK Marketing Support prior to use.
7. IA's are allowed to advertise without the need for approval from Power Solutions on the understanding that they do not use Power Solutions name in their advertisements. If an IA wishes to use Power Solutions name or logo in any way in any advertisement online or offline, only those pre-approved advertisements can be used. If available, these can be found within the pre-approved library in the IA's personal portal website.
8. IA's can produce their own advertisements that include the Power Solutions name or reference to Power Solutions, but prior to any use they must be approved in writing by PSUK Affiliate Marketing Support to ensure they meet existing guidelines.
9. IA's may not create, use, or sell any marketing materials, and speciality, novelty or promotional materials (such as T-shirts, key chains, USB sticks, coffee mugs, pens, fridge magnets, hats, phone covers, stickers, badges or any similar type items) in connection with their Power Solutions business except those provided by PSUK.

Violation of this policy may subject an IA to immediate suspension or termination.

9D. Media Enquiries and Personal Appearances by Independent Affiliates and Contributions to Uncompensated Media

On occasion, IA's may be contacted by members of the media. When this occurs, the IA must immediately refer such enquiries directly to PSUK Affiliate Support Marketing Manager. IA's are strictly prohibited from representing Power Solutions in any public media arena and, except as specified in **Paragraph E** immediately below, from using any media forum (including, but not limited to news releases, articles and television, cable or radio talk show appearances) to promote or publicise Power Solutions or its products. Such a policy is necessary to ensure an accurate and consistent public image. Accordingly, no IA shall develop, promote or participate in any print, audio or visual media presentation concerning or referring to Power Solutions.

9E. Electronic Media

1. IA's are not permitted to advertise on websites or online banner ads, any form of radio or television, local, regional national newspaper or magazine, trade or direct selling publication or outdoor advertising without prior review and written consent from PSUK. Criteria for approval of these materials will include a judgement of the aesthetic quality and professionalism of the materials, as well as ensuring that they have properly set forth

the independent status of the IA. PSUK reserves the right to reject such advertising materials for any reason at its sole discretion.

2. Filming video, photography and audio recording at any PSUK event on any private property is strictly prohibited. Events include but not limited to: Company presentations, trainings, network meetings, team meetings, leadership days and conferences. Copyright, Designs and Patents Act 1998 (CDPA) protects recording of text, film, sound recordings, scripts, musical compositions, photographs, blogs, diagrams and still images.

Violation of this policy may subject an IA to immediate suspension or termination.

3. Note: Filming and photography in public is generally not against the law. However, you must not take film or pictures of people if they are in a place that they can expect privacy. If the content includes people speaking, be sure to have filmed permission to use the content. Confirm you own the copyright to every element of the content before any distribution. IA's must abide by all terms and conditions, policy and procedures of any place they upload transmit, distribute or store the content.

9F. Telephone Procedures

PSUK prohibits IAs from answering the telephone in any manner that may give callers a reason to believe that they have reached the Corporate Offices of PSUK. Specifically, IA's are prohibited from answering the telephone by responding "Power Solutions" or by using any other form of Power Solutions name. Use of Power Solutions name in telephone number listings is also prohibited, unless the title "Independent Affiliate" accompanies the IA name in the listing.

9G. Conventions and Trade Shows

IA's may promote their business at conventions and trade shows providing they have received from PSUK prior to commencement of the said show, written approval to use Power Solutions Corporate name, logo and/or trademarks or those of its supplier(s) on signs, banners or any other promotional material.

9H. Internet

PSUK prohibits IA's from establishing a home page on the Internet or other private online services to advertise Power Solutions Affiliate Opportunity or to otherwise promote Power Solutions or their Power Solutions business to the general public, except using the approved Power Solutions Affiliate homepage. Violation of this policy may subject an IA to suspension or termination. Furthermore, Affiliates are expected to fully comply with all rules & regulations with regards to usage and sales through the internet and email. PSUK Affiliates are not permitted to use e-mail for advertising campaigns for advertising PSUK products and services.

9I. Solicitation

1. The soliciting of customer leads and/or IAs by “blind” (not including an identity) means including telemarketing, mailing lists, fax campaigns, leafleting, inserts, blogs, forums, chat rooms, email campaigns (spamming) and publications will not be permitted unless express written approval has been received from Corporate Office. **Contravention of this policy will result in immediate suspension/termination if approval has not been obtained.**

2. PSUK also strictly prohibits IA’s from knowingly sponsoring, or directly or indirectly helping others to sponsor into any other sales organisation, any IA not personally sponsored. IA’s may not be involved directly or indirectly in the solicitation of PSUK customers or customer leads to any other service company or any company offering services.

3. Whilst PSUK recognises and respects an individual’s right to practice with non-competitive services/opportunities, IA’s are required to behave in a moral and ethical manner. **Should IA’s actively pursue the solicitation of PSUK customers or customer leads/IAs to any other non-PSUK service/opportunities, referring to cross sponsoring/pitching will result in immediate termination/suspension.**

10. Compliance

These Policies and Procedures were created as a guideline for PSUK and all IA’s and serves to protect the rights of both parties. The Policies and Procedures ensure proper functioning of daily business operations.

Any IA who violates any provision of the IA Agreement, which includes all Policies and Procedures, may be suspended or terminated by PSUK.

10A. Complaint procedure

Upon learning of a violation of the Policies & Procedures an Affiliate is advised by PSUK to attempt to contact the IA in violation and advise them of the appropriate guidelines and reference to the section in the Policies & Procedures and discuss the matter with him/her. If the alleged violator shows no willingness to co-operate, the IA should then report the violation to PSUK. This should be done in writing to the Affiliate Support Compliance Manager. This must include the allegation, such as names, addresses date, times and places. The complaint must give specific details to prove the violation. In addition, any further written statements should also be included along with any further evidence to assist the allegation. The statement must be signed along with the username of the complainant. **Anonymous complaints will be acknowledged as sufficient evidence for breach of Contract.** Only PSUK will determine if any breach in their Policies has been made. Any such decision will only be made when all relative information towards the complaint has been received, and not before. PSUK in its exclusive and absolute discretion, imposes any remedy or sanction it determines best addresses the issue.

Upon the complaint/violation PSUK will write to the IA allegedly in violation and his sponsor. This letter will state the specific complaint and the corrective action required. If the corrective action is not undertaken by the IA then further steps will be taken under section 11 of the Policies & Procedures.

11. Suspension / Termination

11A. Termination of IA Status

An IA Agreement may be terminated by PSUK should any of the following occur:

1. Any material breach of any of the terms or provisions of the IA Agreement or the Policies and Procedures.
2. PSUK elects to terminate all or any of the IA Programme with thirty (30) days' advance written notice to participating Affiliate.
3. A payment submitted by the IA is unable to be cleared by PSUK bank.
4. **Non-payment of IA bills for PSUK products & services supplied to the IA.**

11B. Voluntary Termination Procedure

This Agreement may be voluntarily terminated by the IA, at any time, with fourteen (14) days' notice for any reason, by submitting a personally signed letter stating resignation to:

Power Solutions (UK) Ltd, Attn: Affiliate Support. 4th Floor, One City Place, Queens Road, Chester, Cheshire. CH1 3BQ.

Termination will become effective 14 days from receipt by PSUK. The resigning IA may re-apply after six (6) months from effective date of resignation.

11C. 'Right to be Forgotten' request Procedure

Under the General Data Protection Regulations (GDPR) the 'right to be forgotten' is not absolute and only applies in six limited situations, e.g. where the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed or where the data subject withdraws consent on which the processing is based and there is no other legal ground for the processing. Both situations do not apply where the personal data provided by an individual for the performance of a (PSUK Affiliate) contract is still necessary for the performance of that (PSUK Affiliate) contract. "Contractual necessity" constitutes a legal ground for processing personal data under Article 6(1)(b) of the GDPR.

As a result, should PSUK receive a 'right to be forgotten' request from a current contracted PSUK Affiliate PSUK will review if and to what extent PSUK still need the individual's personal data for the performance of the current PSUK Affiliate contract with the individual. If it is the case that PSUK still need the individual's personal data, PSUK have the right to decline the client's request.

'Right to be forgotten' requests should be made to:

Power Solutions (UK) Ltd. Telephone: 01244 391 500 email: info@powersolutionsuk.com

11D. Involuntary Termination Procedure

At the discretion of PSUK, IA's may be suspended or terminated immediately if they discredit the name of PSUK or any of its supplier(s), violate any terms of their IA Agreement (including these Policies and Procedures), or misrepresent PSUK by making claims contrary to PSUK literature, or for any other material cause. When a decision is made to suspend, or terminate an IA, PSUK will inform the IA in writing that he/she is or may be suspended or terminated immediately, effective as of the date of the written notification or other specified date.

The IA will have ten (10) days from the date of posting the letter in which to respond to and thereby appeal the suspension or termination in writing. The IA's appeal correspondence must be received or postmarked within ten (10) days of the suspension/termination letter referred to above. If the appeal is not received or postmarked within the ten (10) day period, this failure to respond in a timely fashion will be considered acceptance of the suspension/ termination. If an IA files a timely appeal of suspension/ termination, PSUK will review and consider the suspension/termination, consider any other appropriate information and notify the IA of its decision. The decision of PSUK will be final and subject to no further review. In the event the suspension/termination is not rescinded, suspension/termination will be effective as of the date of PSUK's original designated suspension/termination date.

11E. Effect of Suspension or Termination

In the event of suspension or termination, any and all Commissions will cease being paid to the terminated IA as of the effective date of the termination. A suspended or terminated IA must immediately cease to operate as an IA, cease to promote PSUK products or services, cease to use a designated Power Solutions Affiliate email address and cease to use the PSUK name or trademarks.

12. Amendments

IA's understand that in order to maintain a viable marketing programme and to comply with changes in laws or economic conditions, PSUK may modify, delete or add to existing Policies and Procedures, as well as modify its Commission Plan, services and charges. Such modifications to the Policies and Procedures, Commission Plan, Services and charges thereto, shall, upon written notice to the IA or by publication in any PSUK media become a binding part of the IA Registration and Agreement and/or all other IA Agreements.