

Powur, PBC

Seller Policies and Procedures

Effective 3/29/24

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SECTION 1 - VISION, MISSION AND VALUES STATEMENT

THE POWUR VISION

To accelerate the adoption of sustainable energy worldwide.

THE POWUR MISSION

To become the largest clean energy platform on planet earth.

POWUR VALUES

Find a Way
Be Authentic
Get Shit Done
See the Big Picture
Innovate Constantly
Devoted to Growth
Serve Our Community
Think and Act Like an Owner
Communicate Authentically
Work Together Through it All

SECTION 2 - INTRODUCTION

2.1 - Purpose of the Policies and Procedures

Powur engages several different types of independent contractors (all of which are collectively called "Sellers") to market and sell its products. Sellers include:

- ❖ Independent Sellers who pay an initialization fee and a monthly subscription. (From time to time they may also pay for such services as "sales proposals" or other types of per-use product fees.)
- ❖ Regional Sales Managers (RSMs) and internal employees; and
- ❖ Enterprise Sellers.

The purposes of the Policies and Procedures include the following:

- ❖ To assist Sellers in building and protecting their businesses;
- ❖ To protect Powur and its Sellers from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of Powur and its Sellers; and
- ❖ To define the relationship between Powur and its Sellers.

It is the responsibility of each Seller to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to these Policies and Procedures, and the Powur Business Entity Registration Form (if applicable). In the event that the Business Entity Registration Form is not submitted by an entity that enrolls as a Seller within sixty (60) days of its date of enrollment, Powur is authorized to and shall withhold any and all compensation to which the Seller is due from Powur until a properly completed Business Entity Registration Form is submitted to it.

2.2 - Applicability to Powur Enterprise Sellers

All terms of the Agreement apply equally to individual Sellers (which include RSMs and employees) as well as Powur Enterprise Sellers and their employees.

2.3 - Changes to the Agreement

Powur reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute discretion. By executing the Seller Agreement, a Seller agrees to abide by all amendments or modifications that Powur elects to make. Amendments shall be effective ten (10) days after publication of notice that any of the foregoing items has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) posting in Sellers' back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of a Seller's Powur business, the acceptance of any benefits under the Agreement, or a Seller's acceptance of bonuses or commissions constitutes acceptance of all amendments.

2.4 - Official Language

These *Policies and Procedures* are in the English language. By agreeing to the *Policies and Procedures*, you consent to Powur providing all contractual documents to you in the English language and also to us communicating with you in English. If there is any conflict or contradiction between the English language version of a contractual document and any translation, only the English version will govern and be binding. Only the English language version shall be decisive and legally valid. For example, if you have set the device with which you access our website(s) or documents to a language other than English, only the English language version of our contractual documents applies (and not the non-English language version). Any translations of Powur contractual documents are provided for convenience only and not legally binding.

Las presentes *Políticas y Procedimientos* están redactadas en inglés. Al aceptar las *Políticas y Procedimientos*, usted acepta que Powur le proporcione todos los documentos contractuales en inglés y que nos comuniquemos con usted en inglés. En caso de un conflicto o contradicción entre la versión inglesa de un documento contractual y cualquier traducción, sólo la versión inglesa regirá y será vinculante. Sólo la versión inglesa será decisiva y legalmente válida. Por ejemplo, si ha configurado un dispositivo electrónico con el que accede a nuestro(s) sitio(s) web o a nuestros documentos en un idioma distinto del inglés, solo se aplicará la versión en inglés de nuestros documentos contractuales (y no la versión en un idioma distinto del inglés). Las traducciones de los documentos contractuales de Powur se facilitan únicamente para su comodidad y tiene el mismo validez en sentido jurídico.

2.5 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Powur to exercise any right or power under the Agreement or to insist upon strict compliance by a Seller with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Powur's right to demand exact compliance with the Agreement. Any waiver by Powur of any term of the Agreement or any breach of the Agreement must be in writing and signed by an authorized officer of Powur. Waiver by Powur of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach. The existence of any claim or cause of action of a Seller against Powur shall not constitute a defense to Powur's enforcement of any term or provision of the Agreement.

2.7 - Force Majeure

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as acts of terrorism, natural disasters, strikes, labor difficulties, fire, war, acts or omissions of third parties, disruptions in communication systems, government decrees or orders or curtailment of a party's usual source of supply.

2.8 - Company Use of Information

By becoming a Seller, the Seller consents to allow Powur, its affiliates, and any related company to: (a) process and utilize the information submitted in the Seller Application for business purposes related to the Powur business; and (b) disclose, now or in the future, such Seller information to companies which Powur may, from time to time, deal with to deliver information to a Seller to improve its marketing, operational, and promotional efforts. A Seller has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

SECTION 3 - BECOMING A SELLER

3.1 - Requirements to Become a Seller

To become a Powur Seller, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that Powur has officially announced is open for business;
- ❖ Provide Powur with his/her valid Social Security or Federal Tax ID number;
- ❖ Submit a properly completed Seller Application to Powur online.

Powur reserves the right to accept or reject any Seller Application and Agreement for any reason or for no reason.

A Seller is required to obtain a Social Security number or Federal I.D. number to be associated with his/her/its/their Seller position. The Company may elect to assign a different number for Seller identification purposes. Each Seller will be identified by his/her/its/their Seller Identification Number. The Seller Identification Number must be included on all orders and/or correspondence with the Company.

A person or entity may not enter this Agreement using a fictitious or assumed name. This restriction includes executing this Agreement under another person's name or identity.

A person who is recognized as a minor in his or her jurisdiction of residence may not be a Seller. A Seller shall not enroll or recruit minors or anyone unable to legally form a contract to become a Seller.

3.2 - Company Sponsorship

The Company may sponsor certain organizations and individuals. The Company will retain official sponsorship of any such Seller, and the Seller may be placed on the sponsorship team of any Company leader. Any Seller placed via this method may be moved at the discretion of the Company.

3.3 - Required Fees and Product Purchases

With the exception of the Initiation Set Up Fee and monthly subscription fee for Independent Sellers, no person is required to purchase Powur products, services or sales aids, or to pay any charge or fee to become a Seller. In order to familiarize new Sellers with Powur products, services, sales techniques, sales aids, and other matters, the Company recommends that they purchase certain marketing collateral (e.g., business cards, door hangers, flyers, tent graphics, booth graphics, etc.). An Enterprise Seller may charge a Seated Seller certain fees, however, these fees are charged at the discretion of the Enterprise Seller. A Montana resident may cancel his or her Seller Agreement within 15 days from the date of enrollment.

3.4 - Seller Benefits

Once a Seller Application and Agreement has been accepted by Powur, the benefits of the Compensation Plan and the Seller Agreement are available to the new Seller. These benefits include the right to:

- ❖ Sell Powur products and services;
- ❖ Participate in the Powur Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ With the exception of Powur employees, Sellers may sponsor other individuals as Customers or Sellers into the Powur business and thereby, build a marketing organization and progress through the Powur Compensation Plan;
- ❖ With the exception of Powur employees, Sellers may participate in promotional and incentive contests and programs sponsored by Powur for its Sellers.
- ❖ Receive periodic Powur literature and other Powur communications;
- ❖ Participate in Powur-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in the Ambassador leads program.

3.5 - Term and Renewal of Your Powur Business

The term of the Seller Agreement is month-to-month, and is automatically renewed upon the payment of the monthly Seller renewal fee. Should a Seller fail to pay his/her monthly renewal fee, the Seller's business will be put on suspension and will not be eligible for commissions or bonuses for that month until all past-due renewal fees are paid. If the Seller fails to pay his/her renewal fee for three consecutive months, the Seller's Agreement shall be permanently terminated. Powur shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal of it.

SECTION 4 - OPERATING A POWUR BUSINESS

4.1 - Adherence to the Powur Compensation Plan

Sellers must adhere to the terms of the Powur Compensation Plan as set forth in official Powur literature. Enterprise Sellers must adhere to the terms of the compensation plan of their affiliate Enterprise. Sellers shall not offer the Powur opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Powur literature. Sellers shall not require or encourage other current or prospective Customers or Sellers to execute any agreement or contract other than official Powur agreements and contracts in order to become a Powur Seller. Similarly, Sellers shall not require or encourage other current or prospective Customers or Sellers to make any purchase from, or payment to, any individual or other entity to participate in the Powur Compensation Plan other than those purchases or payments identified as recommended or required in official Powur documents or literature.

4.2 - Advertising and Selling

4.2.1 - General

All Sellers shall safeguard and promote the good reputation of Powur and its products. The marketing and promotion of Powur, the Powur opportunity, the Compensation Plan, and Powur products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

To promote both the products and services, and the tremendous opportunity Powur offers, Sellers should use the sales aids, business tools, and support materials produced by Powur. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws.

Accordingly, Sellers may only advertise or promote their Powur business using approved tools, templates or images acquired through Powur. No approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to the Powur advertising department (compliance@powur.com) for consideration and inclusion in the template/image library. Unless you receive specific written approval from Powur to use such tools, the request shall be deemed denied. Go to your back office for guidelines and to access the library. Sellers are prohibited from translating any Company materials from English into other languages.

Sellers may not sell sales aids to other Powur Sellers. Therefore, Sellers who receive authorization from Powur to produce their own sales aids may not sell such material to any other Powur Seller. Sellers may make approved material available to other Sellers free of charge if they wish but may not charge other Powur Sellers for the material.

Powur further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Sellers waive all claims for damages or remuneration arising from or relating to such rescission.

4.2.2 - Trademarks and Copyrights

The name of Powur and other names as may be adopted by Powur are proprietary trade names, trademarks and service marks of Powur (collectively “Mark”). As such, these Mark are of great value to Powur and are supplied to Sellers for their use only in an expressly authorized manner. Powur will only allow the limited non-exclusive use of its Mark, designs, or symbols, or any derivatives thereof, solely by a Seller in the furtherance or operation of his or her Powur business, consistent with these Policies and Procedures. Powur will not allow the use of its Mark, designs, or symbols, or any derivatives thereof, by any person, including Powur Sellers, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Sellers may not produce for sale or distribution any recorded Company events and speeches without written permission from Powur, nor may Sellers reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Seller, you may use the Powur name in the following manner:

Seller's Name
Independent Powur Consultant

Example:

Alice Smith
Independent Powur Consultant

Sellers may also refer to themselves as a “Powur Warrior,” only if he/she/it/they have first identified himself/herself/itself/themselves as an “Independent Powur Consultant.”

Sellers may not use the name Powur in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent Powur Consultant* in your phone greeting or on your answering machine to clearly separate your independent Powur business from Powur, PBC. For example, you may not secure the domain name www.buypowur.com, nor may you create an email addresses or tags such as, but not limited to:

johnsmith@mypowurbiz.com

igorkarpastapovachinsky@isellpowur.com

mrmillionaire@powurmoney.net

@roberttatepowursolar

powursales@hotmail.com

janedoe@powurdreamteam.com

jane@powurbyjanedoe.com

info@janespowuroppportunity.net

roberttate@powurwoman

powurdave@gmail.com

4.2.2.1 - Independent Powur Seller Logo

If you use a Powur logo in any communication, you must use the Independent Seller version of the Powur logo. Using any other Powur logo requires written approval. Please see examples below:

Logos Approved for Seller Use



4.2.3 - Media and Media Inquiries

Sellers must not attempt to respond to media inquiries regarding Powur, its products or services, or their independent Powur business. All inquiries by any type of media must be immediately referred to compliance@powur.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.4 - Unsolicited Email and Text Messages

Powur does not permit Sellers to send unsolicited commercial emails or text messages unless such emails and text messages strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN-SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail or text message is defined as any e-mail or text message that has a "primary purpose of . . . commercial advertisement or promotion of a commercial product or service." This includes commercial e-mails or text messages sent to business accounts, as well as those sent to individual consumers.

4.2.4.1 - Requirements for All Commercial Email and Text Messages

The Mailing List

- ❖ The mailing list may include only persons who have previously and affirmatively agreed (opted in) to receive commercial e-mail or commercial text messages from you. You must have the recipient's **prior, affirmative consent** (opt in) to send the commercial email or text messages. The consent can be written or electronic.
- ❖ For text messages, ask for consent in a way that involves no cost to the recipient, for example:
 - do not send the request to the wireless device; and
 - allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent to send text messages, make it clear that the recipient:

- is agreeing to receive commercial text messages on his wireless device;
- may be charged to receive the text message; and
- can revoke his consent at any time.
- ❖ The recipient list must not include any recipient who has previously asked not to receive commercial e-mail or text messages from the business (opted out).
- ❖ You must “scrub” (compare) the recipient list against available “do not e-mail” or “do not text message” list at the last possible, commercially reasonable moment before the e-mail or text message is sent and remove any email addresses or mobile/wireless numbers that are on the “do not e-mail” list or “do not text” list.

The E-mail Message

- ❖ The message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.
- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
 - street address;
 - post office box that the business has accurately registered with the US Postal Service; or
 - private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - do anything more than reply to the e-mail or visit a single web page to opt out;
 - make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
 - the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
- ❖ You must honor all opt-out requests immediately.

- ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
- ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
- ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- ❖ Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business's mailing list. For each e-mail address created for monitoring purposes, use the business's opt-out mechanism to remove the e-mail address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the e-mail received by the monitoring e-mail account to confirm that the: the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring e-mail account no longer receives commercial messages from the business.
- ❖ If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

4.2.4.2 - Additional Requirements for Text Messages Sent to Mobile or Wireless Devices

When sending commercial text messages to wireless devices, you must ensure your compliance, or a third-party's compliance with, the following requirements.

- ❖ You are prohibited from using any type of software, autodialer or automated process of any kind to send unsolicited text messages.
- ❖ Text messages cannot be sent between 9 p.m. and 8 a.m. local time.

4.2.4.3 - Commercial Email Messages Sent on Behalf of Sellers

The Powur may periodically send commercial emails on behalf of Sellers. By entering into the Seller Agreement, Seller agrees that the Company may send such emails and that the Seller's physical and email addresses will be included in such emails as outlined above. Sellers shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.5 - Unsolicited Faxes

Except as provided in this section, Sellers may not use or transmit unsolicited faxes in connection with their Powur business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Powur, its products, its compensation plan or any other aspect of

the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Seller has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Seller and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Seller; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.6 - Telephone or Online Directory Listings

Sellers may list themselves as an "Independent Powur Consultant" in a telephone directory or online directories, under their own name. No Seller may place telephone or online directory display ads using Powur's name or logo. Sellers may not answer the telephone by saying "Powur", "Powur Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Powur. If a Seller wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Seller's Name
Independent Powur Consultant

4.2.7 - Television and Radio Advertising

Sellers may not advertise on television and radio except with Powur's express written approval.

4.2.8 - Lead Assignment

The Seller Lead Assignment Program (for prospective Sellers and Customers who are introduced to Powur through their own efforts) is intended to be fair and is structured in a manner such that it is intended to reward active Sellers. The Company may utilize its sole discretion in making any such Assignments. Assignments made under the Seller Lead Assignment Program are not subject to appeal.

4.2.9 - Recordings

Sellers are prohibited from producing, either for personal use, distribution or for sale, any reproduction, rebroadcast, or recording of any Company literature, audio or visual material, presentations, events or speeches (including conference calls). Video and/or audio taping of any Company meeting, conference, event, call, or any other Company material is strictly prohibited. Still photography is allowable at the discretion of the meeting host.

4.3 - Online Conduct

4.3.1 - Seller Web Sites

If a Seller desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's official web site, using official Powur Replicated Website templates. Alternatively, Sellers may develop their own External Registered Websites. However, any Seller who wishes to develop his or her own External Registered Website must submit an email to compliance@powur.com and receive the Company's prior written approval before the website goes live and is visible to any third party. Once a website is approved by Powur in writing, it is a "Registered External Website." Any changes to the Registered External Website must be submitted to Powur, and the Seller must receive Powur's written authorization to make the change before going live with the change.

Sellers may create their own External Registered Websites, so long as the website and its content comply with the terms of Powur's Policies and Procedures and applicable laws. It is the Seller's obligation to ensure his or

her online marketing activities are truthful, are not deceptive and do not mislead prospective or current Customers or Sellers in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action. Deceptive and misleading tactics include, but are not limited to, spam linking (or blog spam), deceptive or misleading search engine optimization (“SEO”) tactics (e.g., deceptive or misleading metatags), deceptive or misleading click-through ads (i.e. having the display URL of a Pay-Per-Click (“PPC”) campaign appear to be directed to an official Powur Corporate Site when it in fact goes elsewhere), unapproved banner ads, and unauthorized press releases. Powur will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

4.3.2 - Powur Replicated Websites

Sellers receive a Powur Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Sellers.

Sellers may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-Powur products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- ❖ The Powur Independent Seller Logo
- ❖ Your Name
- ❖ Powur Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

Because Replicated Websites reside on the Powur.com domain, Powur reserves the right to receive analytics and information regarding the usage of your website.

By default, your Powur Replicated Website URL is www.Powur.com/<SellerName>. You may change this default ID and choose a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the Powur corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a Powur corporate page;
- ❖ Be confused with any Powur name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage Powur’s image.

4.3.3 - Registered External Website Content

The term External Website refers to a Seller’s own personal website, or other web presence that is used for a Seller’s business, but which is not hosted on Powur’s servers and has no official affiliation with Powur. In addition to traditional websites, a blog or website developed on a blogging platform, that promotes Powur products and/or the Powur opportunity is considered an External Website. A Seller is allowed to have an External Website to personalize his or her business and promote the opportunity, but such External Website must be approved in writing by Powur. If a Seller wishes to develop an External Website, he/she must:

- a. Submit an executed External Website Request to Powur’s Compliance Department at compliance@Powur.com and receive Powur’s written approval in advance of being available for

- public viewing;
- b. Submit the content of the External Website to Powur for approval in advance of being available for public viewing. Powur reserves the right to disapprove of any External Website, and the Seller waives all claims against Powur should such authorization be withheld or rescinded;
- c. Adhere to the branding and image usage policies described in these Policies and Procedures;
- d. Agree to modify the External Website to comply with current and future Policies and Procedures;
- e. Agree to terminate the External Website upon Cancellation of the Seller's Seller Agreement.

Sellers are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Powur brand and adheres to Powur's Policies and Procedures. Therefore, even if a Seller does not own or operate a blog or Social Media site, if a Seller posts to any such site that relates to Powur or which can be traced to Powur, the Seller is responsible for the posting. The Seller is also responsible for postings by others that appear on any blog or Social Media site that the Seller owns, operates or controls. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at Powur's sole discretion.

A Seller's External Website may not link to any other site than a Powur replicated website. A Seller may place inbound links to his or her Registered External Website, but sites from which the Seller links must not contain any violent, hateful, pornographic, or illegal content or any other content which may damage Powur's reputation. Whether content is or may be damaging to Powur's reputation shall be in the sole discretion of Powur.

If a Seller uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Seller's responsibility to ensure that he or she has received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Seller must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

4.3.4 - Powur Independent Seller Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

- ❖ The Powur Independent Seller Logo
- ❖ Your Name and Title
- ❖ Powur Corporate Website Redirect Button

Although Powur brand themes and images are desirable for consistency, anyone landing on any page of a Seller's External Website must clearly understand that they are at an Independent Seller site, and not a Powur Corporate page.

4.3.5 - Registered External Websites Must Exclusively Promote Powur

Your Powur Registered External Website must contain content and information that is exclusive to Powur. You may not advertise other products or services other than the Powur product line and the Powur opportunity.

4.3.6 - Registered External Website Termination

In the event of the voluntary or involuntary termination of your Seller Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.Powur.com. Your external website may be transferred to another Powur Seller, subject to Powur approval, on a case-by-case basis.

4.3.7 - Domain Names, email Addresses and Online Aliases

You are not allowed to use or register Powur or any of Powur's trade names, trademarks, product names, service names, service marks, the Company's name or any derivatives of the foregoing, for any Internet domain name, email address, social media website, blog website, online handles or online aliases. Additionally, you cannot use or register domain names, email addresses, social media websites, blog websites, online handles and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Powur. Examples of the improper use of Powur include, but are not limited to any form of Powur showing up as the sender of an email or examples such as:

www.mypowurbiz.com

www.isellpowur.com

www.powurmoney.net

powursolar@gmail.com

powurinfo@yahoo.com

www.powurdreamteam.com

www.powurbyjanedoe.com

www.janespowuropportunity.net

sunpowur@yahoo.com

powurwithbob@gmail.com

4.3.8 - Powur Hotlinks

When directing readers to your Registered External Website or replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an independent Powur Seller. Attempts to mislead web traffic into believing they are going to a Powur corporate site, when in fact they *land* at a Seller site (replicated or registered external) will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at Powur's sole discretion.

4.3.9 - Monetizing Websites

Sellers may not monetize their Replicated Website or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs.

4.3.10 - Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail specific Powur products or product bundles. You may use online classifieds (including Craigslist, Indeed, Ziprecruiter, Careerbuilder or other similar websites) for prospecting, recruiting, sponsoring and informing the public about the Powur income opportunity, provided Powur-approved templates/images are used. These templates will identify you as an Independent Powur Consultant. If a link or URL is provided, it must link to your Replicated Website or your Registered External Website.

4.3.11 - Banner Advertising

You may place banner advertisements on a website provided you use Powur-approved templates and images. All banner advertisements must link to your Replicated Website or a Registered External Website. Sellers

may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Powur products or the Powur opportunity. Banner advertisements may not be placed on any website that contains any violent, hateful, pornographic, or illegal content or any other content which may damage Powur's reputation. Whether content is or may be damaging to Powur's reputation shall be in the sole discretion of Powur.

4.3.12 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

4.3.13 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Sellers may upload, submit or publish Powur-related video, audio or photo content that they develop and create so long as it aligns with Powur's values, contributes to the Powur community greater good, and is in compliance with Powur's Policies and Procedures. All submissions must clearly identify you as an Independent Powur Consultant in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Sellers may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Powur or captured at official Powur events or in buildings owned, leased, or operated by Powur without prior written permission from Powur.

4.3.14 - Sponsored Links / Pay-Per-Click (PPC) Ads

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Seller's Replicated Website or to the sponsoring Seller's Registered External Website. The display URL must also be to the sponsoring Seller's Replicated Website or to the sponsoring Seller's Registered External Website and must not portray any URL that could lead the user to believe they are being directed to a Powur Corporate site, or be inappropriate or misleading in any way.

4.3.15 - Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Instagram, Snapchat, Twitter, LinkedIn, YouTube, Tik Tok, Snapchat or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your Powur Replicated Website.
- ❖ It is your responsibility to follow the social media site's Terms of Use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's Terms of Use.
- ❖ Any social media site that is directly or indirectly operated or controlled by a Seller that is used to discuss or promote Powur's products or the Powur opportunity may not link to any website, social media site, or site of any other nature, other than the Seller's Powur replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, a Seller may not use any social media site on which they discuss or promote, or have discussed or promoted, the Powur business or Powur's products to directly or indirectly solicit Powur Sellers for another direct selling, multilevel marketing or network marketing program (collectively, "Direct Selling"). In furtherance of this provision, a Seller shall not take any action that may reasonably be foreseen to

result in drawing an inquiry from other Sellers relating to the Seller's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.10 (Conflicts of Interest) below.

- ❖ Sellers who engage in another Direct Selling Business (as defined in Section 4.10.2) must not, directly, indirectly or through a third party use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Seller currently uses or has used in the past to promote or discuss Powur, its products, programs, services or the business opportunity ("Powur Social Media"), to promote another Direct Selling Business.
- ❖ If a Seller is involved in another Direct Selling Business, the Seller must create a separate social media account to promote the other Direct Selling Business. Sellers are also prohibited from "cross-posting" from their other Direct Selling Business social media account on to the Seller's Powur Social Media and vice versa.
- ❖ A Seller may not use a group name on any social media platform that uses the word "Powur", could lead an individual to believe that the group is owned, operated or managed by Powur or implies any relationship between the group and Powur. Examples include:

Pro Powur Team

The Powur Leadership Council

Future Powur Millionaires

Team Powur.

4.3.16 - Prohibited Postings

A Seller may not make any postings, or link to any postings or other material that are:

- a. Sexually explicit, obscene, or pornographic;
- b. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c. Graphically violent, including any violent video game images;
- d. Solicitous of any unlawful behavior;
- e. Engaged in personal attacks on any individual, group, or entity; or
- f. In violation of any intellectual property rights of the Company or any third party.
- g. Reveal any customer confidential information without the explicit written prior consent of the customer.

4.3.17 - Responding to Negative Posts

A Seller is prohibited from conversing with others who place a negative post against them, other Sellers or the Company. The Seller must report negative posts to Powur's Compliance Department at Compliance@Powur.com.

4.4 - Business Entities

A corporation, limited liability company, partnership, trust or other entity (collectively referred to in this section as a "Business Entity") may not apply to be a Powur Seller. Only natural (living) persons may apply to be a Powur Seller.

4.5 - Change of Sponsor

Powur strongly discourages changes in sponsorship. In order to protect all Sponsors, no Seller may interfere with the relationship between another Seller and his or her Sponsor in any way. A Seller may not offer, entice,

encourage, solicit, recruit, or otherwise influence or attempt to persuade another Seller to change his or her Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a Powur business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in accordance with the "Sponsorship Change Request" process as outlined in the Powur Knowledgebase. Transfers will only be considered in the following three circumstances:

4.5.1 - Misplacement

In cases in which the new Seller is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, a Seller may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis. The Seller requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to Powur's discretion whether the requested change will be implemented.

4.5.2 - Upline Approval

The Seller seeking to transfer submits a properly completed and fully executed Sponsorship Change Request Form which includes the written approval of his or her immediate six (6) upline Sellers in his or her marketing organization. Photocopied or facsimile signatures are not acceptable. The Seller who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Seller also wants to move any of the Sellers in his or her marketing organization, each downline Seller must also obtain a properly completed Sponsorship Change Request Form and return it to Powur with the \$50.00 change fee (i.e., the transferring Seller and each Seller in his or her marketing organization multiplied by \$50.00 is the cost to move a Powur business.) Downline Sellers will not be moved with the transferring Seller unless all of the requirements of this paragraph are met. Transferring Sellers must allow thirty (30) days after the receipt of the Sponsorship Change Request Forms by Powur for processing and verifying change requests.

4.5.3 - Termination and Re-application

A Seller may legitimately change organizations by voluntarily canceling his or her Powur business and remaining inactive (*i.e.*, no purchases of Powur products for resale, no sales of Powur products, no sponsoring, no attendance at any Powur functions, participation in any other form of Seller activity, or operation of any other Powur business, no income from the Powur business) for six (6) full calendar months. Following the six month period of inactivity, the former Seller may reapply under a new sponsor, however, the former Seller's downline will remain in their original line of sponsorship. Powur will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to Powur in writing.

4.5.4 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Seller, Powur reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **SELLERS WAIVE ANY AND ALL CLAIMS AGAINST POWUR, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM POWUR'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

A Seller is fully responsible for all of his or her verbal and written statements made regarding Powur products, services, and the Compensation Plan that are not expressly contained in official Powur materials. In addition, Enterprise Sellers, are fully responsible for all of the verbal and written statements made by its individual Sellers regarding Powur products, services, and the Compensation Plan that are not expressly contained in official Powur materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Sellers agree to indemnify Powur and Powur's directors, officers, employees, and agents (collectively referred to herein as "Affiliates"), and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Powur as a result of the Seller's unauthorized representations or actions. This provision shall survive the termination of the Seller Agreement.

Seller hereby agrees on Seller's own behalf and on behalf of Seller's heirs, legal representatives, successors, beneficiaries, assigns, employees and agents to indemnify and hold harmless Powur and its current and former employees, agents, representatives, successors, assigns, partners, parents, subsidiaries, divisions, affiliates, owners, members, stockholders, officers, directors, accountants, attorneys and agents (collectively the "Indemnified Persons"), from and against any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, and demands (including attorneys' fees and costs actually incurred), whether matured or contingent and whether known or unknown (collectively "Losses"), arising out of or connected directly or indirectly with any demands, actions, suits, arbitrations or any other legal actions brought by any person against any Indemnified Person and arising or alleged to have arisen out of, any action or failure to act by a Seller.

4.6.2 - Compensation Plan Claims

When presenting or discussing the Powur Compensation Plan, you must make it clear to prospects that financial success with Powur requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products/subscriptions every month.

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a Powur Seller without commitment, effort, and sales skill.

4.6.3 - Income Disclosure Statement

Powur's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Powur Income Disclosure Statement ("IDS"). The Powur IDS is designed to convey truthful, timely, and comprehensive information regarding the income that

Powur Sellers earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Sellers. The failure to comply with this policy constitutes a significant and material breach of the Powur Seller Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 8.1 (Disciplinary Sanctions).

A Seller, when presenting or discussing the Powur opportunity or Compensation Plan to a prospective Seller, may not make income projections, income claims, or disclose his or her Powur income (including the showing of checks, copies of checks, bank statements, e-wallet statements or tax records) unless, at the time the presentation is made, the Seller provides a current copy of the Powur Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

A copy of the IDS must be presented to a prospective Seller (someone who is not a party to a current Powur Seller Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one’s dreams, having everything one always wanted, and are phrased in terms of “opportunity” or “possibility” or “chance.” Claims such as “My Powur income exceeded my salary after six months in the business,” or “Our Powur business has allowed my wife to come home and be a full-time mom” also fall within the purview of “lifestyle” claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Sellers; (2) number of downline Customers and Sellers; (3) average sales/purchase volume/sales volume per Customer and Seller; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Seller or Sellers in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claims is made, you must provide every prospective Seller with a copy of the IDS and you must display at least one poster board in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the corporate website at <http://ids.powur.com/>.

Sellers who develop sales aids, business tools or marketing materials (collectively “Resource” or “Resources”) in which the Compensation Plan or income claims are present must incorporate the IDS into each such Resource prior to submission to the Company for review. Sellers who make or submit any posts to any social media website in which the Compensation Plan or income claims are present must incorporate the IDS or a link to the IDS (<http://ids.powur.com/>) into each such post at the time he or she makes or submits the post. In addition, Sellers who make such posts must use one of the following “pointers” to alert readers or viewers to the link to the IDS: (1) If the link is immediately next to the income claim – “IMPORTANT - Please click this link (<http://ids.powur.com/>) for complete information about Seller earnings with Powur.”; (2) If the link is not immediately next to the income claim – “IMPORTANT - Please click the link below for complete information about Seller earnings with Powur.” And at the bottom of the social media post insert – “IMPORTANT - Please see the Powur Income Disclosure Statement at <http://ids.powur.com/> for complete information about Seller earnings with Powur.” All pointers must be clear and conspicuous. “Clear and conspicuous” means that at the very minimum, the type size of the pointer must be at least as large and the predominant text that is used in the Resource.

4.7 - Commercial Outlets

Unless a Seller or Enterprise Seller has an explicit channel partnership agreement in place with Powur Corporate, all Sellers may not sell Powur products from a commercial outlet (e.g., retail outlets like Home Depot, Lowe’s, grocery stores, etc.), nor may Sellers display or sell Powur products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig’s List constitute Commercial Outlets, and may not be used to sell Powur products.

4.8 - Military Installations

The offer, promotion, or sale of the goods and services, or the offer and promotion of the Powur opportunity on a military installation is not a right – it is a privilege. Even if a Seller *lives* on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Seller who wants to offer, promote, or sell Powur products, or offer and promote the Powur opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for Powur Sellers to engage in such activities on the installation. If the Commander has not done so, the Seller must contact Powur’s offices to ask the Company to obtain the Commander’s permission. Sellers are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Seller who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.

- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Sellers with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transaction or to eliminate competition.
- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Sellers, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, "Battalion Insurance Counselor," "Unit Insurance Advisor," "Servicemen's Group Life Insurance Conversion Seller") that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Seller could jeopardize the ability of all Powur Sellers to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

4.9 - Trade Shows, Expositions and Other Sales Forums

Sellers may display and/or sell Powur products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Sellers must contact the Compliance Department (compliance@powur.com) in writing for conditional approval. Final approval will be granted to Sellers who submit an official advertisement of the event, a copy of the contract signed by both the Seller and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department (compliance@powur.com). Powur further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Powur opportunity.

4.10 - Conflicts of Interest

4.10.1 - Crossline Recruiting and Communication

Sellers are prohibited from crossline recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. A Seller shall not demean, discredit, or defame other Powur Sellers in an attempt to entice another customer, Seller or prospective Seller to become part of his or her

organization.

For the purposes of this Section 4.10.1, the term “crossline recruiting” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, of another Powur Seller or Customer to enroll, join, or otherwise participate in another Powur marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

Sellers are strictly prohibited from meeting privately with crossline Sellers without the presence of one or more common upline Seller(s), in person, telephonically, online or via any other method of communication. For the purposes of these Policies and Procedures:

- ❖ “Crossline Seller” means any Seller who is not in the Inviting Seller’s enrollment tree upline or downline.
- ❖ “Meeting” includes, but is not limited to, the act of coming together and/or an occasion in which two or more people come together to discuss or decide something, via any means including in-person, telephonically, online or via any other method of communication.

The “Inviting Seller” is strictly prohibited from inviting or allowing into any social media group any Crossline Sellers.

4.10.2 - Nonsolicitation

Powur Sellers are free to participate in other direct selling, multilevel marketing or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a “Direct Selling Business”). As a Seller, you recognize Powur’s legitimate interests in protecting, during the term of your Seller Agreement and for a reasonable period of time following its termination, Powur’s relationships with its Customers, Sellers and employees. Accordingly, you understand and agree that during the term of this Agreement, any renewal or extension hereof, and for a period of one (1) year following the termination of your Independent Seller Agreement for any reason whatsoever, with the exception of a Seller who is personally sponsored by the Seller (or former Seller, as may be applicable), you may not and will not recruit (as defined below) any Powur employee, Seller or Customer for another Direct Selling Business.

Sellers and the Company recognize that because direct selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Sellers and Powur agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Powur Sellers are located.

For the purposes of this Section 4.10.2, the term “recruit” means the actual or attempted, sponsorship, solicitation, enrollment, encouragement, counsel, aid, consultation or effort to influence in any way (either directly, indirectly, or through a third party) a Power employee, another Powur Seller or Customer to: (1) enroll, join, or otherwise participate in another Direct Selling Business; (2) to purchase the products or services of another network marketing business; or (3) terminate or alter his or her business or contractual relationship with the Powur. The term “recruit” also includes the above activities in the event that the Seller’s actions are in response to an inquiry made by an employee or another Seller or Customer.

4.10.3 - Seller Participation in Other Network Marketing Programs

If a Seller is engaged in another non-Powur Direct Selling Business, it is the responsibility of the Seller to ensure that his or her Powur business is operated entirely separate and apart from any other Direct Selling Business. To this end, the following must be adhered to:

- ❖ Sellers shall not promote Powur promotional material, sales aids, products or services with or in the same location as, any non-Powur promotional material or sales aids, products or services.
- ❖ Sellers shall not promote the Powur opportunity, products or services in any venue, location or media (collectively referred to herein as “Venues”), including, but not limited to, physical, electronic, virtual, telephonic, video or any form of social media Venue, to prospective or existing Powur Customers or Sellers in conjunction with any non-Powur program, opportunity, product or service.
- ❖ In the event that a Seller wants to promote a non-Powur Direct Selling Business, opportunity or products/services via any form of social media, the Seller may not include any non-Powur Direct Selling Business, products, services or opportunity within the same social media account in which Powur, its opportunity or its product and services are promoted. That is to say, a Seller who wants to promote both the Powur opportunity, products or services and a non-Powur opportunity, products or services must do so through two completely separate and discrete social media accounts.
- ❖ Sellers may not promote any non-Powur products, services or opportunity at any Powur-related meeting, seminar, convention, webinar, teleconference, or other function.
- ❖ Sellers may not produce any literature, audio or video recording or promotional material of any nature (including but not limited to social media postings and emails) which is used by the Seller or any third person to recruit Sellers or customers to participate in any other Direct Selling Business;
- ❖ Sellers may not engage or participate in any activity that may reasonably be foreseen to draw an inquiry from Powur's Sellers or customers relating to the Seller's other Direct Selling Business activities, products or services.

All of these provisions as outlined in this Section 4.10.3 shall survive the termination or expiration of the Seller Agreement for a period of one (1) year after such termination or expiration.

4.10.4 - Confidential Information and Privacy

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of Powur customers and Sellers, contact information of Powur customers and Sellers, Sellers’ personal and group sales volumes, Seller rank and/or achievement levels, and other financial and business information. All Confidential Information (whether oral or in written or electronic form) is proprietary information of Powur and constitutes a business trade secret belonging to Powur. Confidential Information is, or may be available, to Sellers in their respective back-offices. Seller access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to Powur. Such Confidential Information is provided to Sellers in strictest confidence and is made available to Sellers for the sole purpose of assisting Sellers in working with their respective downline organizations in the development of their Powur business. Sellers may not use the reports for any purpose other than for developing, managing, or operating their Powur business. Where a Seller participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Sellers should use the Confidential Information to assist, motivate, and train their downline Sellers. The Seller and Powur agree that, but for this agreement of confidentiality and nondisclosure, Powur would not provide Confidential Information to the Seller.

To protect the Confidential Information, Sellers shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- ❖ Directly or indirectly disclose any Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back-office;
- ❖ Use any Confidential Information to compete with Powur or for any purpose other than promoting his or her Powur business;
- ❖ Recruit or solicit any Seller or Customer of Powur listed on any report or in the Seller's back-office, or in any manner attempt to influence or induce any Seller or Customer of Powur, to alter their business relationship with Powur; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Seller's Agreement has been terminated, or whether the Seller is or is not otherwise affiliated with the Powur. Upon nonrenewal or termination of the Agreement, Sellers must immediately discontinue all use of the Confidential Information and if requested by the Powur promptly return all materials in their possession to the Powur within five (5) business days of request at their own expense. Where a Seller participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports.

Sellers must comply with all applicable privacy and data security laws, including security breach notification laws. Sellers must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a retail customer, prospective retail customer or other Sellers. Sellers must hold such information in strict confidence. Sellers are responsible for the secure handling and storage of all documents that may contain such private information. Sellers must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data. Sellers should retain documents containing such information for only as long as necessary to complete the transaction. Sellers should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

4.10.5 - Vendor Confidentiality

The Company's business agreements and relationships, including the existence of the relationship, with any vendor, manufacturer, Partner, and/or suppliers are confidential. Sellers are not permitted to directly or indirectly contact, speak, or otherwise communicate with any vendor, manufacturer, Partner, and/or supplier except at a Company-sponsored event at which the vendor, manufacturer, Partner, and/or supplier is present at the explicit request of the Company.

- ❖ Partner Information. Seller understands that "Partner Confidential Information" means any non-public information that relates to the actual or anticipated business, research or development of the

Partner, or to the Partner's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Partner's products or services and markets therefor; customer lists and customer contact information, buying histories, and preferences (including, but not limited to, such information relating to customers of the Company on which Seller called or with which Seller may become acquainted during the term of this Agreement); software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and hardware configuration information; and marketing, finances, and/or other business information; provided, however, Partner Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of Seller or of others.

- ❖ Non-Disclosure of Partner Confidential Information. Seller agrees that during and after Seller's independent contractor relationship with Company and access to any Partner Confidential Information, Seller will hold in the strictest confidence, and will not use (except with written authorization from the Partner) or disclose to any person, firm, or corporation (without written authorization of the President or the Board of Directors of the Company) any Partner Confidential Information. Seller understands that Seller's unauthorized use or disclosure of Partner Confidential Information may (1) constitute breach of this Agreement, (2) lead to rescission of the agreement between the Company and Partner, and (3) lead to legal action by the Partner.
- ❖ Non-Disclosure of Third Party Information. Seller recognizes that the Partner may have received and in the future may receive from third parties associated with the Partner, e.g., the Partner's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. Seller agrees at all times during Seller's independent contractor relationship with Company and access to any Partner Confidential Information and thereafter to hold in the strictest confidence, and not to use or to disclose to any person, firm, or corporation, any Associated Third Party Confidential Information (except with written authorization from Partner). Seller further agrees to comply with any and all Partner policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. Seller understands that Seller's unauthorized use or disclosure of Associated Third-Party Confidential Information or violation of any Partner policies may (1) constitute breach of this Agreement, (2) lead to recession of the agreement between the Company and Partner, and (3) lead to legal action by the Partner.

Sellers agree that Powur's business involves, among other activities, introducing, participating, effectuating and consummating transactions between Powur's respective contacts, including other vendors, installers, third parties and their affiliates (collectively "Vendors") both present and future (each, a "Transaction"). In consideration of the foregoing, Sellers irrevocably agree and warrant that for a period of two (2) years, they and their Affiliates shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass any Vendor from any Transactions between the Vendor and Powur, or obviate or interfere with the relationship of Powur and its Vendors for the purpose of gaining any benefit, whether such benefit is monetary or otherwise. Sellers are prohibited from making use of any third Party to

circumvent this Section.

Sellers legally and irrevocably bind themselves and guarantee to Powur that they shall not directly or indirectly contact or communicate with, or submit a request for a product or service to or from, any Vendor introduced by Powur to as Seller for the purposes of creating a business relationship without the participation and facilitation of Powur or without prior case-by-case written approval of Powur authorizing such contact or communication.

4.11 - Targeting Other Direct Sellers

Powur does not condone Sellers specifically or consciously targeting the sales force of another direct sales company to sell Powur products or to become Sellers for Powur, nor does Powur condone Sellers solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Sellers engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Seller alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Powur will not pay any of the Seller's defense costs or legal fees, nor will Powur indemnify the Seller for any judgment, award, or settlement.

4.12 - Errors or Questions

If you have a question about or believe any errors have been made regarding commissions, bonuses, genealogy lists or charges, you must notify Powur in writing at support@powur.com within 60 days of the date of the purported error or incident in question. Powur will not be responsible for any errors, omissions or problems not reported to the Company within 60 days. If you have questions about an order or if you need more information about a transaction, please contact our Sales Support Department at chat.powur.com. You can also reach us by phone at: 866-GO-POWUR (866-467-6987)

4.13 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Sellers shall not represent or imply that Powur or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Income Taxes

Each Seller is responsible for paying local, state, and federal taxes on any income generated as an Independent Seller. Powur cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Seller's Powur business is tax exempt, the Federal tax identification number must be provided to Powur. Every year, Powur will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) had earnings of over \$600 in the previous calendar year; or (2) made purchases during the previous calendar year in excess of \$5,000. If a Seller is a Regional Sales Manager or employee, Powur will provide an IRS Form W-2.

4.15 - Independent Contractor Status

All Sellers are independent contractors. The agreement between Powur and its Sellers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Seller. Sellers shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Sellers are

responsible for paying local, state, and federal taxes due from all compensation earned as a Seller of the Company. This paragraph is inapplicable to Regional Sales Managers,

A Seller has no authority (expressed or implied), to bind the Company to any obligation. Each Seller shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Seller Agreement, these Policies and Procedures, and applicable laws. Sellers may not advertise under the "help wanted" section of any newspaper or other directory, nor may any advertisement state or imply that the Seller is seeking to employ or hire an individual or that the Seller is an agent or recruiter for the Company. Sellers shall not use the Company name or any Marks (as defined in Section 4.2.2) on their business or personal checking accounts. However, Sellers may imprint their checks with "Independent Powur Consultant."

4.16 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's or renter's insurance policy does not cover business-related general liability, business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your potential general liability and business property are protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's or renter's policy. Powur does not offer any type of insurance coverage to Sellers.

4.17 - International Marketing

Sellers are authorized to promote and/or sell Powur products and services, and enroll Customers or Sellers only in the countries in which Powur is authorized to conduct business, as announced in official Company literature (an "Official Country"). Powur products or sales aids may not be given, transferred, distributed, shipped into or sold in any Unauthorized Country (see definition below). Sellers not may sell, give, transfer, or distribute Powur products or sales aids from one Official Country into another Official Country.

Sellers have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register, reserve or otherwise secure any Company names, trademarks, trade names, copyright, patent, other intellectual property, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by it for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

Only after the Company has announced that a country is officially open for business (an "Official Country") may Sellers conduct business in that Official Country by promoting the Company (or related entity) and/or promoting, marketing or selling Products, and enrolling other Sellers or Customers. Sellers are required to follow all laws, rules and regulations of the Official Country. Seller may use only promotional materials approved by the Company for use in an Official Country and sell only products approved for sale in that country.

In addition, no Seller may, in any Unauthorized Country:

- advertise the Company, the Compensation Plan or its products;
- offer Company products for sale or distribution
- conduct sales, enrollment or training meetings;

- enroll or attempt to enroll potential Customers or Sellers;
- Accept payment for enrollment or recruitment from citizens of countries where Powur does not conduct business;
- promote international expansion via the Internet or in promotional literature; or
- conduct any other activity for the purpose of selling Powur products, establishing a marketing organization, or promoting the Powur opportunity.

A Seller is solely responsible for compliance with all laws, tax requirements, immigration customs laws, rules and regulations of any country in which he or she conducts business. Sellers accept the sole responsibility to conduct their independent businesses lawfully within each country in which he or she conducts business.

A Seller's right to receive commissions in a country may be revoked at any time if the Company determines that he or she has not conducted business in particular country in accordance with the terms and conditions contained herein or the governing operations within such country.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. A Seller who conducts business internationally agrees to abide by all special policies established by the Company for the specific country or countries in which he or she conducts business.

4.18 - Adherence to Laws, Regulations and the Agreement

Sellers must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Sellers because of the nature of their business. However, Sellers must obey those laws that do apply to them. If a city or county official tells a Seller that an ordinance applies to him or her, the Seller shall be polite and cooperative, and immediately send a copy of the ordinance to compliance@powur.com. In addition, Sellers must not recommend, encourage or teach other Sellers to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their Powur business.

Sellers must be truthful in the representation of the Company's products. Sellers may make no claim, off-contract promise (including, but not limited to, electrical work, generators, tree work, energy efficiency kits, rebates, insulation, etc.), representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or contained in Company materials. Unless explicitly pre-approved by Powur in writing per section 4.2, no personal testimonials regarding the properties or benefits of any product offered by the Company may be made except those found in official Company materials.

Seller's compliance obligations include, but are not limited to, the items below. Failure to comply may result in restriction, suspension or termination as determined and at the sole discretion of the Company:

- Seller will not represent that they work for any Partner (unless Seller is an employee of the Partner);
- Seller will not misrepresent the savings achievable or reduced expenses/payments when a homeowner installs Company's solar system;
- Seller shall not tell a homeowner that the homeowner will not have a utility bill after the installation of Company's solar system;
- Seller shall not give tax or legal advice. Seller shall not evaluate a homeowner's eligibility for any local, state, federal (including, but not limited to, the Federal Investment Tax Credit ["ITC"]) or other rebate program related to installation of Company's solar system;
- Seller shall not utilize any advertising, promotional, sales, recruiting, and/or "Powur-centric" training materials that are not approved in writing by Powur Compliance. Approval may be requested via email to compliance@powur.com. Approval requests must include a copy of any material for review. Notwithstanding the foregoing provisions, Sellers may conduct training from their own training platforms so long as such training is limited to the Seller's marketing organization;
- Seller will not make direct contact with any Partner, Provider, EPC, and/or Installer unless directly facilitated by Powur Operations;
- Seller will not misrepresent himself/herself/itself/themselves as the homeowner for any project; Seller will always clearly identify themselves as an Independent Powur Consultant speaking on behalf of the homeowner when necessary;
- Seller shall not retain or misuse any homeowner personal or financial information;
- Seller must adhere to the Telephone Consumer Protection Act (TCPA) and must not solicit any person on the Federal Do Not Call (DNC) list via phone call or SMS text message, or send electronic marketing in violation of the CAN-SPAM Act unless a verified consumer opt-in record and consultant declaration is provided by the seller. Sellers who violate this provision shall be subject to an automatic clawback (deduction) from his or her account of up to \$1,500.00 per call and/or text, as well as any applicable state specific regulatory fees/fines, in addition to all applicable attorney expenses related to the matter;
- Seller will not misrepresent potential increased value to the home when installing solar. Seller will make clear that any estimated increase is not guaranteed;
- Seller will maintain current license(s) and registration requirements (e.g., general business license, home improvement salesperson, door-to-door solicitor/itinerant merchant, etc.) for the city, county, state, or other governing body having jurisdiction in the location in which the sale of Company's product occurs;
- Seller will not manipulate or otherwise edit utility rates that do not accurately reflect the homeowner's utility company posted rates at the time; and
- Seller shall accurately represent solar proposals, including but not limited to, homeowner electric consumption data, shading estimates, net metering exchange rates, energy credits, utility rebates, corporate rebates, etc.
- Sellers must verbally inform buyers of their rescission and cancellation rights under federal and state consumer protection laws.

In addition, the following practices are strictly prohibited, including but not limited to, the following:

- Contract and Native Language Mismatch;
- Financial fraud;
- Fraudulent inducement;
- Homeowner Signature Discrepancy;
- Invalid Financial Application;
- Invalid Financing Signature;
- Running a credit check or obtaining a credit report without the home owner's express written consent;
- Failing to properly verify a home owner's identity;
- Impersonating a Homeowner; and
- Abusing any home owner or individual who is part of a legally protected class such as individuals age 65 or older, any type of physical or mental infirmity, veteran, immigrant, etc..

4.19 - Moral Turpitude

If, at any time prior to the execution of the Agreement or at any time during the term of the Agreement, Seller commits any act, which is an criminal felony offense involving moral turpitude under federal, state or local laws, or which might tend to bring Seller to public disrepute, contempt, scandal or ridicule, or which may embarrass, offend, insult or denigrate individuals or groups, or that may shock, insult or offend the community or Powur's workforce or public morals or decency or prejudice Powur, or which results in actual or threatened claims against Powur, Powur shall have the right to unilaterally terminate the Seller Agreement without liability upon written notice to Seller. Crimes of moral turpitude include, but are not limited to:

- Criminal Arrest
- Felony Conviction
- Incarceration
- Misuse of Customer Personal or Financial Information
- SEC Banned Registry
- Sex Offender Registry
- Violation Resulting in Litigation
- Violation Resulting in Loss of Partner Funding
- Violation Resulting in Powur Financial Liability
- Violent Criminal Conviction
- Financial Fraud: Theft

4.20 - One Powur Business Per Seller

A Seller may operate or have an ownership interest, legal or equitable, in only one Powur business. No individual may have, operate or receive compensation from more than one Powur business. Individuals of the same Household must maintain, own, and operate their own individual and separate Powur Businesses.

4.21 - Actions of Household Members or Affiliated Parties

If any member of a Seller's Household or any member of an Affiliated Party, engages in any activity which, if performed by the Seller, would violate any provision of the Agreement, such activity will be deemed a violation by the Seller and Powur may take disciplinary action pursuant to these Policies and Procedures against the Seller. A

“Household” is defined as spouses and dependent adult children living at or doing business at the same address. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust, Enterprise Seller or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Powur may take disciplinary action against the Business Entity. Likewise, if a Seller enrolls in Powur as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

4.22 - Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a Powur business, each Seller in the first level immediately below the terminated Seller on the date of the termination will be moved to the first level (“front line”) of the terminated Seller’s sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will “roll-up” to A and become part of A’s first level.

4.23 - Sale, Transfer or Assignment of Powur Business

Although a Powur business is a privately owned and independently operated business, the sale, transfer or assignment of a Powur business, and the sale, transfer, or assignment (collectively referred to herein as “transfer”) of an interest in a Business Entity that owns or operates a Powur business, is subject to certain limitations. If a Seller wishes to transfer his or her Powur business, or transfer an interest in a Business Entity that owns or operates a Powur business, the following criteria must be met:

- ❖ The selling Seller must offer Powur the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Powur shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- ❖ The buyer or transferee must become a qualified Powur Seller. If the buyer is an active Powur Seller, he or she must first terminate his or her Powur business and wait six calendar months before acquiring any interest in a different Powur business. Notwithstanding the foregoing, a Seller may transfer his/her/its/their position to his/her/its/their sponsor. In such event, the sponsor’s position and the transferring Seller’s position shall be merged into one position.
- ❖ A minimum transfer fee of \$50.00 must accompany the transfer documents.
- ❖ The documents must contain a covenant made by the selling Seller for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert any existing Sellers from the Company’s business for a period of one (1) year from the date of the sale or transfer.
- ❖ Before the transfer can be finalized and approved by Powur, any debt obligations the selling party has with Powur must be satisfied.
- ❖ The transferring party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to transfer a Powur business.

The Company reserves the right, in its sole discretion, refuse to allow the sale or transfer, or to stipulate additional terms and conditions prior to approval of any proposed sale or transfer.

Prior to transferring an independent Powur business or Business Entity interest, the transferring Seller must notify Powur’s Compliance Department in writing at compliance@powur.com and advise of his or her intent to transfer his/her Powur business or Business Entity interest. The transferring Seller must receive written approval from the Compliance Department before proceeding with the transfer. The decisions of Powur regarding a transfer shall be made in its sole and absolute discretion. No changes in line of sponsorship can result from the transfer of

a Powur business. In the event that a Seller transfers his or her Powur business without the express written approval of the Compliance Department, such transfer shall be voidable in the sole and absolute discretion of Powur.

4.24 - Sales Leads

When a Seller enters a home owner's information into the Powur platform, the home owner's information is referred to herein as a "Qualified Sales Lead." Any Lead that does not purchase Powur's products, including but not limited to Leads that are not eligible to receive Powur's products due to the Lead's location, Company's sales or service limitations, or any other reason, is referred to herein as an "Unqualified Lead." Seller hereby acknowledges and agrees that Powur may use, solicit, or otherwise develop any Qualified Lead or Unqualified Lead for any purpose, in its sole discretion, including by sharing Qualified or Unqualified Lead information with other clients or partners of Powur for their marketing efforts.

4.25 - Sponsoring Online

An applicant must personally review and agree to Powur's Policies and Procedures and the Powur Compensation Plan. The sponsor may not fill out the online Seller Application on behalf of the applicant and agree to these materials on behalf of the applicant.

4.26 - Succession

Upon the death or incapacitation of a Seller, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper, including but not limited to, letters of administration, letter testamentary and the Final Order of Probate. Accordingly, a Seller should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Powur business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Seller's marketing organization provided the following qualifications are met. The successor(s) must:

- ❖ Execute a Seller Agreement;
- ❖ Comply with terms and provisions of the Agreement;
- ❖ Meet all of the qualifications for the deceased Seller's status;
- ❖ The devisee must provide Powur with an "address of record" to which all bonus and commission checks will be sent;
- ❖ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Powur will issue all bonus and commission checks and one 1099 to the business entity.

4.26.1 - Transfer Upon Death of a Seller

To effect a testamentary transfer of a Powur business, the executor of the estate must provide the following to Powur: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to Powur specifying to whom the business and income should be transferred.

4.26.2 - Transfer Upon Incapacitation of a Seller

To effectuate a transfer of a Powur business because of incapacity, the successor must provide the following to Powur: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other

documentation establishing the trustee's right to administer the Powur business; and (3) a completed Seller Agreement executed by the trustee.

4.27 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices according to the Telephone Consumer Protection Act (TCPA) and Federal Do Not Call (DNC) lists. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Powur does not consider Sellers to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Sellers may engage in telemarketing in the operation of their Powur businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Powur product or service, or to recruit them for the Powur opportunity. "Cold calls" made to prospective customers or Sellers that promote either Powur's products or services or the Powur opportunity constitute telemarketing and are prohibited. Any Seller who engages in telemarketing must carefully adhere to the federal and state laws related to telemarketing, including but not limited to, the CAN-SPAM Act, the Telemarketing Sales Rule, the Telephone Consumer Protection Act (TCPA) and Federal Do Not Call (DNC) lists.

4.28 - Back Office Access

Powur makes online back offices available to its Sellers. Back offices provide Sellers access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Seller's Powur business and to increase sales of Powur products. However, access to a back office is a privilege, and not a right. Powur reserves the right to deny or limit Sellers' access to the back office at its sole discretion.

4.29 - Authorization to Use Name and Likeness

By executing the Agreement, a Seller grants to the Company and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Seller's business with the Company (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. A Seller waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Seller further releases the Company from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). Sellers agree that any information given by Seller, including his or her testimonial, is true and accurate.

SECTION 5 - RESPONSIBILITIES OF SELLERS

5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the Powur's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Sellers planning to change their e-mail address or move must amend their contact information through their Seller Back Office and eWallet account.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Seller who sponsors another Seller into Powur must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Powur business. Sellers must have ongoing contact and communication with the Sellers in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Sellers to Powur meetings, training sessions, and other functions. Upline Sellers are also responsible to motivate and train new Sellers in Powur product knowledge, effective sales techniques, the Powur Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Sellers must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Seller-produced sales aids and promotional materials).

Sellers must monitor the Sellers in their Downline Organizations to guard against downline Sellers making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

5.2.2 - Increased Training Responsibilities

As Sellers progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Powur program. They will be called upon to share this knowledge with lesser experienced Sellers within their organization.

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Sellers have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

5.2.4 - Reporting Policy Violations

Sellers who are aware of a violation of these Policies and Procedures by another Seller must submit a written report of the violation directly to the attention of Powur's Compliance Department by email at compliance@powur.com. Details of the incident in question such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. Any incident reported to the Compliance Department must have supporting documentation such as images, screenshots, text messages, emails, etc. Any incident reported without proper supporting documentation will not be reviewed.

5.3 - Nondisparagement

Powur wants to provide its independent Sellers with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department (compliance@powur.com). While Powur welcomes constructive input, negative comments and remarks made in the field by Sellers about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Powur Sellers.

For this reason, and to set the proper example for their downline, during the term of this Agreement and at any time thereafter, Seller agrees not make any false, derogatory, demeaning or disparaging statements (collectively “disparage”) or encourage or induce others to disparage Powur, other Powur Sellers, the Compensation Plan or any of Powur’s past and present owners, officers, directors, employees or products (the “Company Parties”) including, but not limited to: (i) making any statements, or take any other actions whatsoever, to disparage, defame, demean, sully or compromise the goodwill, name, brand or reputation of the Company, its products, Marketing and Compensation Plan, Customers, Sellers or any of its Powur Affiliates (as defined in Section 4.6.1) (collectively, the “Company Goodwill”) or (ii) committing any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company, its Sellers or its Customers.

For purposes of this Section 5.3, the term “disparage” includes, without limitation, comments or statements to the press, any media outlet, industry group, licensing body, financial institution, other Powur Sellers, employees or to any individual or entity with whom Powur has a business relationship (including, without limitation, any vendor, supplier, Customer, Seller or independent contractor), social media posts, or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company Parties. Similarly, Sellers are prohibited from making or asserting any claims or complaints on behalf of a homeowner to any licensing agency or bond company. Notwithstanding the foregoing, nothing in this Section 5.3 shall prevent a Seller from making any truthful statement to the extent, but only to the extent: (1) necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place; or (2) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over the Seller.

5.4 - Nondiscrimination and Harassment

Powur is committed in all areas to providing an environment that is free from any and all forms of discrimination and harassment. Discrimination or harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, sexual orientation, veteran status, marital status, disability, linguistic characteristics (such as accent or limited English proficiency) or any other legally protected characteristics will not be tolerated. All Sellers are expected and required to abide by this policy. Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons to whom it is targeted. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. Discrimination is the differential treatment of an individual based on generalization about a group to which they belong. Sellers are prohibited from engaging in any form of discrimination based on: ancestry including color or perceived race, ethnic background or origin; age; nationality or national origin; political belief, association or activity; religion or creed; sex, including pregnancy; marital or family status; sexual orientation; physical or mental disability; place of residence or any other form of discrimination as defined in federal or state laws. Discrimination also includes the failure to reasonably accommodate the special needs of an individual or group whose needs are based

upon any of the above noted characteristics.

5.5 - Providing Documentation to Applicants

Sellers must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Sellers before the applicant signs a Seller Agreement, or ensure that they have online access to these materials.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The Powur Compensation Plan is based on the sale of Powur products and services to end consumers. Sellers must fulfill personal and organizational retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2 - Sales Presentations

At sales presentations, Sellers shall truthfully identify themselves, their products, and the purpose of their business to prospective customers. Sellers may not use any misleading, deceptive, or unfair sales practices.

Explanation and demonstration of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness and in accordance with applicable laws.

Sellers must immediately discontinue a demonstration or sales presentation upon the request of the customer.

Sellers shall not directly or by implication, denigrate any other company or product. Sellers shall refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated.

Sellers shall not abuse the trust of retail customers, shall respect the lack of commercial experience of retail customers and shall not exploit a retail customer's age, illness, lack of understanding or lack of language expertise.

6.3 - Price Changes

Prices for the Company's products, services and literature are subject to change without prior notice.

6.4 - No Territory Restrictions

There are no exclusive territories granted to anyone.

6.5 - Home Improvement Contract

Powur will provide each customer with a copy of their official fully executed Powur Home Improvement Contract at the time of the sale via email. The Home Improvement Contract sets forth the details of the product purchased as well as any consumer protection rights afforded by federal or state law.

At the time of sale, Sellers must present the most current proposal (with accurate energy consumption and production data) that matches the most current Home Improvement Contract. If there are any revisions to the project that impact the final product and/or pricing, Sellers must present the most current proposal (with accurate energy consumption and production data) that matches the most current Home Improvement Contract or approved change order.

In addition, Sellers must orally inform the buyer of his or her rescission and cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications and Accrual

A Seller must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Seller complies with the terms of the Agreement and is current in paying his or her Seller subscription fees, Powur shall pay commissions to such Seller in accordance with the Marketing and Compensation plan.

Powur may temporarily hold commissions under, but not limited to, the following circumstances:

- The commissions are the subject of a Seller Integrity Project Review – The Seller Integrity Project Review allows the Seller Integrity team to conduct a deeper review of a project or projects to determine whether there are any compliance violations prior to releasing commissions on current or future projects.
- An unresponsive Seller – On occasion, Sellers do not respond to emails, texts or requests for interviews with the Seller Integrity Team. Without the perspective of the Seller, the Seller Integrity Team is not able to conduct a full review of a situation. Often Seller Integrity Project Reviews are to protect a Seller.

7.2 - Adjustment to Bonuses and Commissions

7.2.1 - Adjustments for Returned Products, Cancelled Services, Disputed Charges and Chargebacks

Sellers receive bonuses, commissions, or overrides based on the actual sales of products and services to end consumers. When a contract or service is cancelled, a product is returned to Powur for a refund or is repurchased by the Company, a purchaser disputes a charge for one or more product orders, or a purchaser initiates a chargeback through his or her bank or credit card issuer, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Seller and upline Sellers who received bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Seller or upline Sellers who earned bonuses, commissions, or overrides based on the sale of the returned product(s) or cancelled service will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service may be deducted from any refunds or credits to the Sellers who received the bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service. In the event that the Company is unable to recover all bonuses, commissions, or overrides on the sales of the refunded product(s) or cancelled service(s) from the Seller or upline Sellers who received them, the Company shall be entitled to assert a claim against such Seller(s) for payment.

7.2.2 - Tax Withholdings

If a Seller fails to provide his or her correct tax identification number, Powur will deduct the necessary withholdings from the Seller's commission checks as required by law.

7.3 - Reports

All information provided by Powur in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable.

Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Powur or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, POWUR AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY SELLER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF POWUR OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, POWUR OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Powur's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Powur's online reporting services and your reliance upon the information.

SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Seller that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Seller's Powur business), may result, at Powur's discretion, in one or more of, but not limited to, the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Seller to take immediate corrective measures;
- ❖ Requiring the Seller to undergo training and/or leadership coaching determined by Powur;
- ❖ Imposition of a fine, which may be withheld from bonus and commission checks;
- ❖ Loss of rights to one or more bonus and commission checks;
- ❖ Powur may withhold from a Seller all or part of the Seller's bonuses and commissions during the period that Powur is investigating any conduct allegedly violative of the Agreement. If a Seller's business is canceled for disciplinary reasons, the Seller will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Seller Agreement for one or more pay periods;
- ❖ Prohibited from attending Company events or other Seller events;
- ❖ Suspension or removal of Seller's Tier 3 status;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Seller (which may subsequently be re-earned by the Seller);
- ❖ Transfer or removal of some or all of a Seller's downline Sellers from the offending Seller's downline organization.
- ❖ Involuntary termination of the offender's Seller Agreement;
- ❖ Suspension and/or termination of the offending Seller's Powur website or website access;
- ❖ Restriction or suspension of a seller's access to the Powur website and back office;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which Powur deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Seller's policy violation or contractual breach;
- ❖ In situations deemed appropriate by Powur, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 - Powur Enterprise Seller Disciplinary Sanctions and Application

In the event of a sanctionable offense committed by either a Powur Enterprise Seller or any individual member of the Enterprise, or a combination thereof, culpability will be assigned to the responsible person, persons or entity when possible. In the event that the responsible party cannot be determined or quantity of violations has substantial negative impact to Powur, any disciplinary actions and sanctions shall apply to the Powur Enterprise Seller as well as all individual Enterprise members.

In the event that an individual Enterprise member is subject to any disciplinary action which includes any monetary penalty, in whatever form, including but not limited to Seller debits or invoices, and payment has not been received with ninety (90) days, the Company may hold the Powur Enterprise Seller responsible for the debt and the Company may take any necessary action to satisfy the monetary penalty.

8.3 - Grievances and Complaints

When a Seller has a grievance or complaint with another Seller regarding any practice or conduct in relationship to their respective Powur businesses, the complaining Seller should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Company Department at compliance@powur.com. The Seller Integrity Department will review the facts and attempt to resolve the matter.

8.4 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in San Diego, California, and shall last no more than two business days.

8.5 - Arbitration

If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at www.adr.org. The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at www.jamsadr.com. Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* **can be obtained by a Seller directly from these respective organizations.**

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within ninety (90) days from the date on which the arbitrator is appointed, and shall last no more than two (2) business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in San Diego, California. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible

for its own costs and expenses of arbitration, including legal and filing fees. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual property rights, to enforce its rights under the non-solicitation or confidentiality provisions of the Agreement, prevent the breach of any provision of this Agreement, and/or to compel specific performance of the Agreement.

8.6 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Kent County, State of Delaware. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Delaware shall govern all other matters relating to or arising from the Agreement.

8.6.1 - Louisiana Residents

Notwithstanding the foregoing, and the arbitration provision in Section 8.5, residents of the State of Louisiana shall be entitled to bring an action against Powur in their home forum and pursuant to Louisiana law.

8.7 - Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND SELLERS HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LITIGATION) WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO (I) THE COMPANY'S PERFORMANCE, NON---PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP, (II) USE OR MISUSE OF ITS PRODUCTS OR SERVICES, (III) THE BREACH BY AN SELLER OF THE AGREEMENT OR ANY APPLICABLE LAW OR THE OPERATION OF THE SELLER'S BUSINESS, (IV) ANY INCORRECT OR WRONG DATA OR INFORMATION PROVIDED BY THE SELLER OR ANY LOST OR INCORRECT DATA BY THE COMPANY, OR (V) OTHER MATTERS BETWEEN ANY SELLER AND THE COMPANY, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 9 - PAYMENTS

9.1 - Placing Orders

By accessing the Powur website or your back office, Sellers may submit orders electronically for programs and products. You are responsible for using the Powur website or your back office in a private and secure manner. Powur is not responsible or liable for any damage or loss caused from any unauthorized account access resulting from your actions, such as not logging out of the account or sharing your account password.

9.2 - Payment Options

You can pay online for your Seller subscription, in addition to other purchases, now using a Visa, MasterCard, American Express, or Discover credit card or ACH payment. Charges will appear on your credit card statement as "Powur PBC". You agree to pay the full price for all Products you purchase from the Website. You are responsible for the timely payment of all fees and for providing us with a valid credit card or ACH account details for payment of all fees. Credit card users may be subject to a preauthorization. The preauthorization is not a charge to the credit card. However, the then applicable subscription charge may be reserved against the Member's available credit card limit. Powur PBC will not be held responsible for bank charges, fees or penalties due to overdrawn or delinquent Subscriber accounts. Contact your credit card issuing financial institution for details.

9.3 - Powur Product Purchases

Powur offers a full suite of software solutions for use by Powur Sellers to enhance their business offerings. These services are listed below, pricing determined based on market factors at time of sign up or incurrence of charge:

9.3.1 - Initialization and Setup Fee

Powur charges a one-time fee to configure and initialize your account. This charge only appears once.

9.3.2 - Monthly Technology Cost

Access to the Powur.com platform is a subscription program that delivers fresh and relevant content for Subscriber use along with advanced monthly training. You can cancel your subscription to Powur.com at any time from the "Account" section of your Powur account or by notifying the Company at support@powur.com. If you do not cancel or submit in writing via email that you wish to cancel, you will be charged the current monthly technology subscription cost. Subscription fees prior to cancellation are NOT refundable. Membership will renew automatically every 30 days and will be billed at the then applicable rate, unless canceled in accordance with these Terms and Conditions. Memberships and subscription fees are automatically renewed unless proper notice is received from the Subscriber of the desire to cancel.

9.3.3 - Refunds for Powur Product Purchases

Sellers are not eligible for refunds of Company monthly or annual recurring fees and are only eligible to receive a refund for the Company service initialization and setup fees less a 10% handling fee, if Seller chooses to terminate the Agreement and return the products or services within 30 days of purchase. Seller is not eligible for partial refunds for cancellations. Questions regarding refunds should be directed to support@powur.com.

9.4 - Restrictions on Third Party Use of Credit Cards and Debit Cards

The use of a credit card or debit card belonging to a third party has the potential to violate state and federal banking laws and dramatically increase the risk of fraudulent transactions. Such fraudulent transactions have the potential to jeopardize Powur's merchant accounts and banking relationships, and ultimately its ability to conduct business.

For these reasons, a Seller shall not permit other Sellers or Customers to use his or her credit card, debit card or permit debits to his or her checking or savings account, to enroll in or to make purchases from the Company. A Seller shall not use the credit card or debit card of a third party or make debits to the checking or savings account of a third party, to enroll in or to make purchases from the Company. A Seller may not advance or loan money or promise reimbursement to a prospective customer in order to solicit the prospective customer to purchase Powur products.

9.5 - Sales Taxes

Powur is required to charge sales taxes on all purchases made by Sellers and Customers, and remit the taxes charged to the respective states. Accordingly, Powur will collect and remit sales taxes on behalf of Sellers, based on the price of the products or the transaction price (if allowed by the state), according to applicable tax rates in the state to which the shipment is destined.

SECTION 10 - INACTIVITY AND TERMINATION

10.1 - Effect of Termination

So long as a Seller remains active and complies with the terms of the Seller Agreement and these Policies and Procedures, Powur shall pay commissions to such Seller in accordance with the Compensation Plan. A Seller's bonuses and commissions constitute the entire consideration for the Seller's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Seller's non-renewal of his or her Seller Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Seller Agreement (all of these methods are collectively referred to as "termination"), the former Seller shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **A Seller whose business is cancelled will lose all rights as a Seller. This includes the right to sell Powur products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Seller's former downline sales organization. In the event of termination, Sellers agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.**

A Seller whose Seller Agreement is terminated shall receive commissions and bonuses only as long as the former Seller does not in any way interfere with the project progress, does not contact the customer or installation partner, accepts any sales management fee that may be applied to complete the project, does not dispute the final commission amount which may be less than anticipated due to unforeseen change orders and/or claw back due to fees resulting from violations of these Policies and Procedures and continues paying all subscription fees until all compensation is remitted to the Seller. During the time between a Seller's date of termination and the date on which all compensation is remitted to the Seller, the Seller account and back office shall be in a "Restricted View Only".

If your Seller Agreement is terminated for any reason, you must remove references to Powur (including but not limited to, its name, products, services and income opportunity) from any social media account(s), profile(s) and Registered External Website(s) (if any) used by you within ten (10) days of the date of the termination of your Seller Agreement.

In the event that a Powur Enterprise Seller is terminated, all persons working on behalf of the Powur Enterprise Seller shall be considered terminated per the terms of this agreement.

10.2 - Involuntary Termination

A Seller's violation of any of the terms of the Agreement, including any amendments that may be made by Powur in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary termination of his or her Seller Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Seller's last known address, email address, or fax number, or to his/her attorney, or when the Seller receives actual notice of termination, whichever occurs first.

Powur reserves the right to terminate all Seller Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

10.3 - Voluntary Termination

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Termination must be submitted in writing to the Company via email at support@powur.com. The written notice must include the Seller's signature, printed name, address, and Seller I.D. Number. In addition to written termination, Sellers who have consented to Electronic Contracting will cancel their Seller Agreement should they withdraw their consent to contract electronically.

SECTION 11 - DEFINITIONS

Active Customer — A Customer who purchases Powur products or services during a particular month.

Active Seller — A Seller who: (1) pays his or her monthly subscription fees; and (2) satisfies the minimum Personal Sales Volume requirements, as set forth in the Powur Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Rank — The term “active rank” refers to the current rank of a Seller, as determined by the Powur Compensation Plan, for a particular pay period. To be considered “active” relative to a particular rank, a Seller must meet the criteria set forth in the Powur Compensation Plan for his or her respective rank. *(See the definition of “Rank” below.)*

Affiliated Party - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement - The contract between the Company and each Seller includes the Seller Application and Agreement Terms and Conditions, the Powur Policies and Procedures, the Powur Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by Powur in its sole discretion. These documents are collectively referred to as the “Agreement.”

Cancel — The termination of a Seller’s business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline — Your downline (or downline organization) consists of the Sellers you personally enroll or sponsor (your first level Sellers), the Sellers that first level Sellers enroll or sponsor, as well as the Sellers that are subsequently enrolled or sponsored beneath them.

Downline Leg — Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

Group Volume — The commissionable value of services and products purchased by the Customers and Sellers in the downline of a particular Seller.

Immediate Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

Level — The layers of downline Customers and Sellers in a particular Seller’s downline. This term refers to the relationship of a Seller relative to a particular upline Seller, determined by the number of Sellers between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

Official Powur Material — Literature, audio or video tapes, websites, marketing collateral and other materials developed, printed, published and/or distributed by Powur to Sellers.

Personal Volume — The commissionable value of services and products purchased by a Seller's Qualified Lead.

Rank — The "title" that a Seller holds pursuant to the Powur Compensation Plan. "Title Rank" refers to the highest rank a Seller has achieved in the Powur compensation plan at any time. "Paid As" rank refers to the rank at which a Seller is qualified to earn commissions and bonuses during the current pay period.

Recruit — For purposes of Powur's Conflict of Interest Policy (Section 4.10), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Powur Seller or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website – A Seller's Powur-approved personal website that is hosted on non-Powur servers and has no official affiliation with Powur.

Replicated Website – A website provided by Powur to Sellers which utilizes website templates developed by Powur.

Retail Customer — An individual who purchases Powur products from or through a Seller but who is not a participant in the Powur compensation plan.

Retail Sales – Sales to a Customer.

Social Media - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

Sponsor — A Seller who enrolls a Customer or another Seller into the Company, and is listed as the Sponsor on the Seller Application and Agreement. The act of enrolling others and training them to become Sellers is called "sponsoring."

Sponsoring — The act of introducing a prospective Seller to Powur and assisting him or her to execute a Seller Application and Agreement and thereby become a Powur Seller. (Also see the definition of "Sponsor.") These activities are called "sponsoring."

Upline — This term refers to the Seller or Sellers above a particular Seller in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Seller to the Company.