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## 0. INTRODUCTION TO POLICIES AND PROCEDURES

### POWERMINE EVOLUTION Philosophy

The creators of POWERMINE EVOLUTION are in favor of leading by example rather than based on guidelines.

The system adopted by POWERMINE EVOLUTION has demonstrated a high degree of integrity and success both at sales and at the corporate level. Therefore, they commit to the Policies and Procedures described below.

### Responsibility for excellence

This is the commitment of POWERMINE EVOLUTION:

- (a) Maintain the highest possible level of integrity in all areas.
- (b) Offer quality products at competitive prices.
- (c) Provide attentive and effective service from our team.

With these goals as a goal, POWERMINE EVOLUTION can offer each of the Independent Distributors an unequalled opportunity to establish a most prosperous business.

POWERMINE EVOLUTION will not exclude anyone from this opportunity based on race, age, sex, ethnic origin, religion, sexual orientation, marital status, disability, or any other reason that is against the law.

### Objectives of the Policies and Procedures

The POWERMINE EVOLUTION Policies and Procedures:

- (a) Govern the activities of the Independent Distributors of POWERMINE EVOLUTION («ID»).
- (b) Provide important practical guidelines that will help ID to start and maintain your POWERMINE EVOLUTION Organization, and the process to follow.
- (c) They are part of the ID agreement with POWERMINE EVOLUTION, and must be read in conjunction with the Independent Distributor Agreement and Application ("ID Agreement") and the Compensation Plan and Career Plan. POWERMINE EVOLUTION reserves the right to change these Policies and Procedures at any time.

Please read the entire document in order to fully understand it.

If you have questions about these Policies and Procedures, contact your Sponsor, visit their Back Office at [www.powermine.net](http://www.powermine.net), or contact the Distributor Service via email [support@powermine.net](mailto:support@powermine.net).

Occasionally, POWERMINE EVOLUTION may change and amend the conditions of these Policies

and Procedures without prior notice. All changes will take effect immediately once they have been published in the Back Office.

## 1. DEFINITIONS

In the Policies and Procedures:

**«Back Office»:** space on [www.powermine.net](http://www.powermine.net) or another website provided by POWERMINE EVOLUTION with password access where the Independent Distributor can find support tools and other material to help him to develop the POWERMINE EVOLUTION activity.

**"Compensation Plan"** means the current commission plan from which an Independent Distributor receives a bonus for the successful promotion or sale of POWERMINE EVOLUTION Products. The amounts obtained from the sale of POWERMINE EVOLUTION Products by an Independent Distributor directly to a Client are not part of the Compensation Plan.

**"Country of Residence":** country in which an Independent Distributor resides.

**"Client":** the person who purchases POWERMINE EVOLUTION Products. When Independent Distributors purchase POWERMINE EVOLUTION Products for their personal consumption, they are also considered Clients.

**"Date Effective":** date on which the Independent Distributor Agreement and Application is entered into by POWERMINE EVOLUTION and ID.

**"Downline":**

- (a) Those Independent Distributors sponsored by you.
  - (b) Those ID sponsored by those ID sponsored by you and so on.
- Together, (a) and (b) make up their Downline.

**"General Data Protection Regulation":** Regulation of the European Union 2016/679.

**"Independent Distributor" or "ID":** person who has established an Organization in POWERMINE EVOLUTION.

**"Organization", "Activity" or "Position":** refers to your business as ID.

**"Couple":** a person who has a civil union with a ID or is a couple of a ID and acts in the same way as their spouse for legal, tax and other purposes. To be considered a Couple, the relationship between the ID and the couple must be registered with the corresponding government authority of the Country of Residence of the ID. If the Country of Residence of the ID does not allow the registration of such a relationship outside of marriage, the ID must contact the POWERMINE EVOLUTION Distributor Service to establish the options available to them.

**"POWERMINE EVOLUTION"**: POWERMINE EVOLUTION, the company with which it entered into its Agreement, and all members of the POWERMINE EVOLUTION Group of companies.

**"POWERMINE EVOLUTION Business Tools"**: training and marketing material developed by POWERMINE EVOLUTION or by a POWERMINE EVOLUTION business partner exclusively for POWERMINE EVOLUTION and for sale to the Independent Distributor from the website [powermine.net](http://powermine.net) or from the website of the business partner.

**"POWERMINE EVOLUTION Group"**: all legal entities that are under common ownership with the POWERMINE EVOLUTION company with which the Independent Distributor concluded its Agreement.

**"POWERMINE EVOLUTION Opportunity"**: the Business Opportunity that POWERMINE EVOLUTION offers Independent Distributors to promote and sell POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity.

**"POWERMINE EVOLUTION Partner"**: any person that the POWERMINE EVOLUTION Group hires for:

- (a) The provision of Services such as, for example, the POWERMINE EVOLUTION Training.
- (b) POWERMINE EVOLUTION Products.
- (c) POWERMINE EVOLUTION Business Tools
- (d) POWERMINE EVOLUTION Opportunity.

This term does not include Independent Distributors.

**"POWERMINE EVOLUTION Website"**: [powermine.net](http://powermine.net) The POWERMINE EVOLUTION Website can be accessed through the Back Office of a ID, or directly.

**«Property Rights»**: registered trademarks, service marks, trade names, logos, copyrighted materials, specialized knowledge, business documents, methods of operations, processes and systems, and other property rights belonging to any member of the Group. POWERMINE EVOLUTION.

**"Referral Code"**: The referral code is used to sponsor potentials ID. A potential ID must indicate the ID referral code that will sponsor him when filling out his POWERMINE EVOLUTION Independent Distributor Agreement and Application.

**"Replicated Website"** means an Independent Distributor's personal website, hosted and facilitated by POWERMINE EVOLUTION, and which may be used by ID to promote POWERMINE EVOLUTION Products.

**"Sponsor"**: ID under whose Reference Code a new ID is entered.

**"Upline"**:

- (a) Your Sponsor.
- (b) Those ID located above their Sponsor.

Together, (a) and (b) make up their Upline.

**"Username"**: set of numbers and letters not less than 5 digits chosen by ID to identify your Organization in POWERMINE EVOLUTION. The username of a ID becomes its "reference code".

**"Validity"**:

- (a) the period between the Effective Date and its expiration at 12 months and beginning from the acceptance of the Agreement and Request for ID; or
- (b) any 12 month prorogation period.

## 2. STARTING AND MAINTAINING THE ORGANIZATION

### Your relationship with POWERMINE EVOLUTION

2.1 An Independent Distributor of POWERMINE EVOLUTION is a self-employed worker.

2.2 A ID:

- (a) You are not an employee, partner, agent or legal representative of POWERMINE EVOLUTION.
- (b) You will be able to freely choose the means, method and form of action, as well as the hours and place for the development of your activities, submitting yourself only to the conditions of the ID Agreement and these Policies and Procedures.
- (c) You may not affirm, implicitly express or mention anyone who is an employee of POWERMINE EVOLUTION, and you may not affirm, implicitly express or mention any potential ID who will become an employee of POWERMINE EVOLUTION.

### Start of Organization with POWERMINE EVOLUTION

2.5 A ID who decides to join POWERMINE EVOLUTION can:

- (a) Promote and market POWERMINE EVOLUTION Products.
- (b) Promote the POWERMINE EVOLUTION Opportunity.
- (c) Sponsor others ID directly.

2.6 ID can exercise any of the above rights in any country where the POWERMINE EVOLUTION Group has activities, provided they comply with local laws and regulations.

## 3. BECOME AN INDEPENDENT DISTRIBUTOR

### Obligations of all Independent Distributors

3.1 To become a ID, you must:

- (a) Complete the Independent Distributor Agreement and Application online at [www.powermine.net](http://www.powermine.net)
- (b) Provide additional information and documents POWERMINE EVOLUTION requests.

3.2 The Agreement must be completed by the person requesting to become a ID.

3.3 A ID as a Natural Person must:

- (a) Be over 18 years of age.
- (b) Be a legal resident of your Country of Residence.
- (c) Be authorized to work as a self-employed in your Country of Residence.

3.4 The Effective Date of the Organization of a ID is the date on which POWERMINE EVOLUTION accepts your Agreement and Request for Independent Distributor Request for POWERMINE EVOLUTION.

3.5 In the event that the Request is inaccurate, POWERMINE EVOLUTION may retain the Organization of ID until POWERMINE EVOLUTION receives the requested information and documents.

## Release of Information

3.6 Potential ID must complete the POWERMINE EVOLUTION Independent Distributor Agreement and Application with accurate and complete information and must ensure that all requested information submitted to POWERMINE EVOLUTION is accurate and complete. The inclusion of inaccurate or incomplete information could lead to retention, and even its subsequent denial of the Agreement, until correct or complete information is provided.

3.7 The ID must:

- (a) Provide POWERMINE EVOLUTION with updated information on the state of its Organization.
- (b) Quickly record changes of residence and email in your Back Office account.

## Name of the Organization

3.8 The Organization will have as its name the username chosen by the ID when completing its Agreement and Application for Independent Distributor in POWERMINE EVOLUTION.

3.9 The ID must urge all potentials ID to include their referral code in all POWERMINE EVOLUTION Independent Distributor Agreements and Agreements.

3.10 The ID must urge all its potential clients to include their reference code in all their purchases, not providing the reference code could result in the non-assignment of the client in their Organization and in the non-receipt of commissions for purchases made by Clients.

## Couple as ID

3.11 A couple can join POWERMINE EVOLUTION as ID and carry out activities under the same Organization or under an independent Organization each (unless for legal and / or fiscal reasons it is mandatory to use independent Organizations), but not both activities at once.



3.12 If the couple acts under the same Organization, the ID must notify the ID Service indicating the name and the number identification of their couple.

3.13 If the couple acts under a different Organization, one of them must be a Sponsor of the other.

3.14 POWERMINE EVOLUTION can claim the cession of an Organization in order to guarantee compliance with these requirements.

3.15 If two ID with different Organizations become a couple, one of the ID must sell or cancel their Organization and may:

- (a) join the Organization of the other or
- (b) open a new Organization under the sponsorship of the Organization of the other ID.

3.16 The sale of an Organization is subject to the obligations of the clauses under the heading "Sale of Organizations". The Clients and the Downline will remain in the Organization sold or canceled.

3.17 POWERMINE EVOLUTION may, in its sole discretion, cancel the most recent Organization in case the ID does not comply with clause 3.16.

3.18 In the event of a breakup of the couple, the ID must communicate to POWERMINE EVOLUTION the effect that this situation has on the Organizations by providing a written declaration signed by both ID, or a copy of the corresponding judicial act.

3.19 In the event of a dispute between ID regarding the ownership of an Organization, POWERMINE EVOLUTION may retain the Organization until the resolution of the conflict.

3.20 If a joint Organization is canceled, not renewed or terminated, neither party may create a new Organization until after 6 months.

3.21 The couple with authority to act for the Organization can request the reactivation of the original Organization, which POWERMINE EVOLUTION could grant at their own discretion, and provided that said couple complies with the legal and professional obligations set forth in clause 3.

## **Responsibility for expenses**

3.22 The ID carries out its business activities for himself and is solely responsible for all expenses, debts and responsibilities incurred in connection with its Organization.

3.23 These expenses may include, but are not limited to, licenses or permits required to carry out business activities, amounts derived from legal, tax or other professional advice, insurance, office rental, equipment and expenses, meals, travel, leisure and accommodation, as well as all those expenses associated with the marketing or presentation of the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity to potential Clients and ID.

## **Organization Prorogation**

3.24 The Initial Term of the Organization of a ID is 12 months from the Effective Date.

3.25 The prorogation of the Organization of a ID is automatic for annual periods unless a ID communicates its intention not to prorogue the Agreement at least 30 days before the end date of its validity.

3.26 The prorogation will conclude a new Agreement between ID and POWERMINE EVOLUTION, subject to the most up-to-date POWERMINE EVOLUTION general conditions.

3.27 The prorogation period is 12 months from the expiration date of the Initial Effectiveness / prorogation period.

3.28 If the Organization is not prorogued, the Organization will become inactive and the ID will not be able to claim it after 30 days from its non prorogation.

## **Organization Termination**

3.29 The ID may cancel your Organization at any time, with a written notice to POWERMINE EVOLUTION 30 days in advance.

3.30 With the cancellation of your Organization, the ID is relieved of all your obligations as an Independent Distributor and renounces all the rights that as an Independent Distributor assist you, including the right to receive the payment of bonuses generated but not credited.

## **ID Agreement with a Canceled Previous Organization**

3.31 If a ID joins POWERMINE EVOLUTION again within 6 months from the cancellation, no prorogation or termination of your Organization, ID may do so only under the same Sponsor (in case the Original Sponsor is no longer an Independent Distributor, the first Independent Distributor of the Upline).

3.32 If the ID has been assigned to a new Sponsor as described under the heading "Prohibition of Cross Recruitment", the ID must recover its Organization under the Sponsor who was assigned to it.

## **Sale of Organizations**

3.33 The sale of an Organization must be approved by POWERMINE EVOLUTION.

3.34 To request approval, the ID must send POWERMINE EVOLUTION a written request that includes the names, addresses and contact details of the seller and the buyer, as well as a description of the amount to be paid.

3.35 Upon receipt of the sales request in accordance with clause 3.34, POWERMINE EVOLUTION will send the necessary documentation to ID, which must be completed by both the seller and the buyer.

3.36 The proposed buyer must comply with the obligations of clauses 3.1 to 3.10, including the applicable legal and professional obligations set forth in clause 3, and may have previously been ID of POWERMINE EVOLUTION, provided that a minimum of 6 months has passed since terminated or failed

to prorogue your previous Independent Distributor Agreement and Application.

3.37 POWERMINE EVOLUTION reserves the right to reject a sale proposal for any reason.

## **Death or disability of an Independent Distributor**

3.38 In the event of death or disability of the ID, the rights of the Organization may be transferred to the successor designated by the ID permanently or temporarily.

3.39 The successor may be forced to enter into a new ID Agreement. If the successor is under 18 years of age, the Organization may, with the prior written consent of POWERMINE EVOLUTION, be maintained by a trustee until the successor reaches the age of majority.

3.40 In case of temporary transfer from an Organization due to disability, the responsibility of the Organization will be returned to ID after communicating to POWERMINE EVOLUTION that the disability has ended.

3.41 If the ID is incapacitated and has not designated a successor, the Organization will be held until POWERMINE EVOLUTION receives a court order or other notice that can be considered with legal grounds indicating the alienation of the Organization.

## **A single Organization for a ID or couple**

3.42 A Person may own only one (1) Organization of POWERMINE EVOLUTION.

3.43 Furthermore:

- (a) A ID may not be entered as a couple of another ID.
- (b) The wallet for the withdrawal of a ID balance may only be used for one Organization.
- (c) A person may not send a ID Agreement or participate as a couple in the Organization of another ID if they have an existing Organization or have owned another Organization during the last 6 months.
- (d) If less than 6 months have elapsed since a person has terminated or has not prorogued their ID Agreement, they may only open a new Organization if the new Organization is sponsored by the Organization that previously sponsored them.

# **4. OBLIGATIONS OF THE INDEPENDENT DISTRIBUTOR**

## **Ethical conduct and compliance with the law - General obligations**

4.1 POWERMINE EVOLUTION defends the principles of clarity, ethics and credibility in the development of its business activities, and expects its ID to act in the same way.

4.2 ID are expected to act as ethically as possible in their dealings with Clients, other Independent Distributors and POWERMINE EVOLUTION.

4.3 ID are required to follow the terms set forth in these Policies and Procedures.

4.4 The following is a non exhaustive list of the actions that POWERMINE EVOLUTION considers unethical:

- (a) Providing false information or falsifying a signature on any document sent to POWERMINE EVOLUTION. This includes online ID Agreements.
- (b) Encourage a Client to buy POWERMINE EVOLUTION Products knowing or having reason to know that the Client has no intention of making the purchase.
- (c) Giving the Reference Code of another ID to a potential ID, without the knowledge or consent of said ID.
- (d) Failure to present the POWERMINE EVOLUTION Opportunity as an equal opportunity, regardless of ethnicity, sexual orientation, sex, national origin, religion, or political beliefs.
- (e) Promoting, debating and offering POWERMINE EVOLUTION Products, the POWERMINE EVOLUTION or POWERMINE EVOLUTION Opportunity, its employees and Independent Distributors in general together with any religious, spiritual or political organization or individual in a manner that involves a trade association or social between POWERMINE EVOLUTION and said organization or individual.
- (f) Making false, exaggerated, or misleading claims to a current or potential Client or ID regarding the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity.
- (g) Pressing in the sale or taking advantage of people who may be vulnerable, such as the elderly and disabled.
- (h) Attempting to take improper advantage of the Compensation Plan.
- (i) Pressuring other ID or Clients to make unwanted purchases of POWERMINE EVOLUTION Products..
- (j) Making hostile, threatening, offensive or intimidating claims against POWERMINE EVOLUTION, its employees, its products, POWERMINE EVOLUTION Partners or other ID.

## Compliance with Law and Regulations

4.5 As an ID of POWERMINE EVOLUTION, you must carry out the activities of your Organization in compliance with all applicable laws and regulations.

4.6 Because the laws and regulations change frequently, the ID is responsible for being duly informed of any modification to the laws and regulations applicable to its POWERMINE EVOLUTION Organization.

4.7 The ID is responsible for understanding and respecting all national and local laws and regulations that apply to your Organization. This obligation includes the following:

- (a) To comply with all laws and regulations related to the promotion and marketing of the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity, including applicable consumer protection laws and confidentiality requirements.
- (b) To obtain the permits, business licenses and to make the necessary registrations to operate your Organization. As an example, some countries require ID to register as an entrepreneur or self-employed or to register with the tax administration, Social Security or other government authorities.

(e) To carry out all the necessary registrations, notifications, declarations and payments, from the income statement to the payment of national or local taxes related to the business, government expenses and social contributions (such as those corresponding to Social Security).

4.8 POWERMINE EVOLUTION could require the ID to provide documents and information to demonstrate that it complies with said obligations.

4.9 POWERMINE EVOLUTION will collaborate in case of receiving requests from the fiscal and governmental authorities in relation to the compliance with the laws and regulations in force by the ID.

## **Tax matters**

4.10 As ID, you have the obligation to comply with the tax laws of your Country of Residence and of any other country in which you carry out your business activities.

4.11 As an entrepreneur or self-employed, you may be required to make periodic payments of withholdings and contributions to Social Security based on the amounts that POWERMINE EVOLUTION pays you.

4.12 The calculation and payment of these amounts will be the sole responsibility of the ID. POWERMINE EVOLUTION shall not be held responsible for such payments or for fines, penalties, or interest accrued for late payments or payments not made by ID.

4.13 If you sell POWERMINE EVOLUTION Products directly to Clients, you may be obliged to collect some tax, such as the Value Added Tax, applicable for these sales and pay these amounts to the competent authorities. The ID is solely responsible for the calculation and collection of said tax from those Clients for said sales, the presentation of the necessary forms to the tax authorities, and the payment of the tax to said authorities.

4.14 POWERMINE EVOLUTION cannot provide personalized tax advice to ID. All questions related to tax matters should be referred to your personal tax advisor.

## **Operations outside your Country of Residence**

4.15 One of the main advantages of the POWERMINE EVOLUTION Opportunity is that you can carry out the activities of your Organization in any country in which the POWERMINE EVOLUTION Group operates.

4.16 In accordance with clauses 4.17 and 4.18, each ID has a non exclusive right to promote the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity in any country in which POWERMINE EVOLUTION carries out its activities.

4.17 Certain POWERMINE EVOLUTION Products may be designed for sale only in certain countries.

4.18 The limitations of sale will be indicated in the Back Office at the time of registration as a

Client or as a new ID. The promotion or market of POWERMINE EVOLUTION Products in any country in which their sale is not authorized is prohibited.

4.19 The ID must not:

(a) To send or arrange the shipment of POWERMINE EVOLUTION Products to any country where the product is not authorized for sale, whether the POWERMINE EVOLUTION Products are intended for personal consumption or if they are for resale.

(b) To promote or market POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity in countries where POWERMINE EVOLUTION does not carry out its activities.

4.20 The laws and regulations applicable to the promotion of the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity vary depending on the country.

4.21 The ID that operates your Organization outside your Country of Residence is responsible for understanding and respecting all the laws and regulations of these countries.

## **5. PROMOTION AND MARKETING OF POWERMINE EVOLUTION PRODUCTS AND THE POWERMINE EVOLUTION OPPORTUNITY**

5.1 Client acquisition is vital to the success of POWERMINE EVOLUTION.

5.2 The qualifications and discounts in force in the Compensation Plan are obtained exclusively with the sale of POWERMINE EVOLUTION Products to Clients. As stated in these Policies and Procedures, a ID is considered a Client when consuming POWERMINE EVOLUTION products. POWERMINE EVOLUTION reserves the right to review and cancel any qualification, compensation, bonus and commission, if the acceptable consumption of POWERMINE EVOLUTION is not met.

5.3 It is vitally important that ID present the POWERMINE EVOLUTION Products and POWERMINE EVOLUTION Opportunity to their Clients and potential ID in a clear way so that they can make an informed decision on whether to purchase the POWERMINE EVOLUTION Products or join POWERMINE EVOLUTION as ID.

5.4 ID may not communicate to potential ID either explicitly or implicitly that it is mandatory to purchase POWERMINE EVOLUTION Products for personal use.

5.5 Those ID who choose to buy POWERMINE EVOLUTION Products do so subject to the same general conditions applicable to other Clients who are not ID.

### **General**

5.6 Network marketing is a well known selling method, valued by consumers for their personal

touch and by sellers for offering an opportunity to develop a business and generate income.

5.7 The aggressive and unethical sales tactics developed by some companies and individuals have caused the authorities to impose certain requirements on network marketing companies and ID to guarantee consumer protection. In addition, POWERMINE EVOLUTION adopts other requirements that have been implemented by some direct sales associations in some countries and which must comply with all ID.

5.8 These requirements are generally easy to meet. For this, ID must adhere to the following practices:

(a) From the first contact with a possible Client or ID, the ID must identify himself as an Independent Distributor of POWERMINE EVOLUTION, and explain the reason why he contacts said Possible Client or ID.

(b) If a Client or potential ID is invited to a POWERMINE EVOLUTION Opportunity presentation event or training, the ID must inform the purpose of the event and identify the organizer.

(c) In presenting the POWERMINE EVOLUTION Opportunity, ID should not give the impression that the POWERMINE EVOLUTION Opportunity is related to a job opportunity, it will not imply that the invitation is for a "social event" and will not camouflage the invitation as if it were a "market study".

(d) The ID will not promote the POWERMINE EVOLUTION Opportunity as a business relationship with an individual or legal entity other than POWERMINE EVOLUTION.

(e) The ID must inform the potential ID that there are legal requirements and obligations stipulated for the development of the POWERMINE EVOLUTION Organization.

(f) The ID cannot mention that the ID have the exclusive right to promote or sell the POWERMINE EVOLUTION Products in a certain geographical area.

(g) ID cannot imply that a successful POWERMINE EVOLUTION Organization can be developed in the form of a "wholesale purchasing club" (message chain) or other type of structure, in which the only products bought and sold are those transferred to other ID.

(h) The ID will provide complete, true and clear information about POWERMINE EVOLUTION and the general conditions, conditions and prices of the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity.

(i) ID will not engage in false, misleading, or unfair sales practices, will also not make false, misleading, or exaggerated claims about the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity.

(j) The ID will only make statements about the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity as they are included in the official POWERMINE EVOLUTION materials or in material authorized by POWERMINE EVOLUTION.

(k) The ID shall inform the POWERMINE EVOLUTION claims management procedures.

(m) ID will use extreme caution when dealing with potentially vulnerable people, such as the elderly or disabled.

5.9 The ID will ensure that the ID potential have opportunity to review the Agreement ID, including the general conditions, these Policies and Procedures, the Career Plan and the Compensation Plan, before completing this Application and Agreement Independent Distributor Powermine EVOLUTION.

## 6. PROHIBITED RETAIL CHANNELS

6.1 ID may only promote and market the POWERMINE EVOLUTION Products using network marketing techniques.

6.2 The promotion of POWERMINE EVOLUTION Products through the following sales channels will be allowed only with the prior written consent of POWERMINE EVOLUTION:

- (a) Stores.
- (b) Fairs, community events or street markets.
- (c) Internet sales (with the exception of ID's replicated website). This category includes, but is not limited to, sales made through online markets or auction sites (such as eBay and Amazon), through social networks (such as Facebook and Twitter), social media sites (like Instagram and YouTube), online discussion forums, message boards, blogs, wikis, and podcasts. ID may promote their POWERMINE EVOLUTION Organizations through the internet provided that they do so by virtue of the Marketing and Advertising clause of these Policies and Procedures.

## 7. PROHIBITED PRACTICES

### Provision of information or false ID Agreements

7.1 Any ID that encourages or allows a ID or potential ID to supply false or incomplete information to POWERMINE EVOLUTION will be subject to compliance actions under these Policies and Procedures.

7.2 Any bonus or qualification obtained by a ID or its Upline as a result of a false ID Agreement or false information of a ID or Client will be terminated.

### Vulnerable, high-risk Clients as a target

7.3 ID will not promote or sell POWERMINE EVOLUTION Products to:

- (a) Children under 18 years of age.
- (b) People whose physical, mental or emotional powers prevent them from understanding the terms, conditions and prices of the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity, or who make them susceptible to succumbing to pressures that are intended achieve purchase.

7.4 The ID is responsible for ensuring that those ID or Clients who do not have sufficient knowledge of the official language of their country of residence understand all the terms, conditions and prices of the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity.



## 8. CONDITIONS OF POWERMINE EVOLUTION PRODUCTS

### General

8.1 The products from partners offered by POWERMINE EVOLUTION are subject to the conditions established by them and can be consulted on their websites.

8.2 ID are obligated to promote POWERMINE EVOLUTION Products in accordance with the conditions established by POWERMINE EVOLUTION or by POWERMINE EVOLUTION Partners.

8.3 ID are required to provide potential ID and Clients with complete and accurate information about POWERMINE EVOLUTION Products and are prohibited from making incorrect claims and exaggerating the terms of any POWERMINE EVOLUTION Products.

8.4 Specifically, ID are prohibited from explicitly or implicitly communicating that ID or Clients will generate benefits by purchasing POWERMINE EVOLUTION Products.

8.5 POWERMINE EVOLUTION and POWERMINE EVOLUTION Partners may change the conditions of any POWERMINE EVOLUTION Product, which must be communicated efficiently in a timely manner through the back office; They may also cancel the offer or commercialization of any POWERMINE EVOLUTION Product at any time without any type of responsibility or obligation to the ID.

8.6 It is responsibility ID to promote only the most update conditions of the POWERMINE EVOLUTION Products.

### Contact with POWERMINE EVOLUTION Partners In

8.7 Order for POWERMINE EVOLUTION to provide quality products, it is vital to maintain a good relationship with POWERMINE EVOLUTION Partners.

8.8 The Independent Distributor may not contact POWERMINE EVOLUTION Partners under any circumstances.

8.9 Inquiries ID may have regarding products provided by POWERMINE EVOLUTION Partners should be directed to POWERMINE EVOLUTION.

8.10 Client inquiries should be directed to the POWERMINE EVOLUTION Partner's Client Service.

8.11 Violation of these rules will imply the application of disciplinary measures under these Policies and Procedures.

## 9. MARKETING AND ADVERTISING

### Company philosophy in relation to marketing

9.1 POWERMINE EVOLUTION has developed a successful international sales system based on its knowledge of both the products and the markets in which it operates.

9.2 POWERMINE EVOLUTION has created materials and activities designed to assist ID in their activities to promote the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity.

9.3 It is recommended that ID use only the marketing materials provided by POWERMINE EVOLUTION or POWERMINE EVOLUTION Partners. ID may use or distribute other marketing materials only as provided in the clauses on "Creation and Use of Marketing Materials".

### Use of Identity and Intellectual Property of POWERMINE EVOLUTION

9.4 Brand identity is one of its most valuable assets.

9.5 The name, trademarks, trade names, logos, marketing materials, processes, copyrights, corporate image and goodwill of POWERMINE EVOLUTION, as well as other private information of the company (the "Intellectual Property") are the exclusive property of POWERMINE EVOLUTION.

9.6 Each ID has a limited and non exclusive right to use the POWERMINE EVOLUTION Intellectual Property solely for the purposes of promoting the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity. This limited right does not transfer possession or any other right over Intellectual Property.

9.7 All right of use of Intellectual Property ends when the ID condition ends. ID will not use or register any name, trademark, trade name, logo, marketing materials, process, copyright, domain name, corporate image or distinctive brand that may be confused with those of POWERMINE EVOLUTION.

9.8 POWERMINE EVOLUTION Partners sometimes impose restrictions on the use that POWERMINE EVOLUTION and ID make of their Intellectual Property.

9.9 ID may not use the Intellectual Property of any POWERMINE EVOLUTION Partner in a way that POWERMINE EVOLUTION does not specifically allow. For more information, go to the Back Office.

## **POWERMINE EVOLUTION Product and POWERMINE EVOLUTION Opportunity promotion**

9.10 POWERMINE EVOLUTION is a network marketing company that emphasizes the use of relational or proximity marketing.

9.11 Proximity marketing involves promoting the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity face to face (in person or online) with individuals you already have a relationship at the time of the promotional activity.

9.12 The proximity market for a ID is:

- (a) Broadly speaking, they are all those people with whom you have personal contact or an existing relationship.
- (b) It is not limited to your friends and family, although without a doubt they are part of it.

9.13 A single contact with a person in a personal, business or social context is sufficient to consider that person as part of their local market.

9.14 People known through your current proximity market are also part of your proximity market.

9.15 The cold market is any unsolicited promotional activity that is offered to people with whom you currently have no personal, business or social relationship.

9.16 Some examples of a cold market are mass advertising, buying potential Client lists, door to door sales, telemarketing, advertising distribution, and the use of automatic dialing devices.

9.17 POWERMINE EVOLUTION does not allow ID to use cold market sales techniques to promote the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity. For the avoidance of doubt, this clause prohibits independent distributors from:

- (a) acquiring Clients or new Independent Distributors through cold market sales techniques.
- (b) recruit as new ID any employee, advisor or agent of any POWERMINE EVOLUTION supplier Partner.

## **Creating and Using Marketing Materials**

9.18 POWERMINE EVOLUTION has created various marketing materials to assist ID in their activities to promote the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity.

9.19 POWERMINE EVOLUTION Marketing Materials:

- (a) They are based on the experience that POWERMINE EVOLUTION has in the network marketing market and have proven to be effective worldwide.
- (b) They comply with the applicable laws and regulations, to guarantee that the ID will not unintentionally violate the applicable laws and regulations.

9.20 Some of these materials are available free of charge in the Back Office, while others have a cost.

9.21 To become a ID or achieve bonuses and qualifications, you do not need to purchase marketing materials.

9.22 POWERMINE EVOLUTION recognizes that it may be a recommended practice for ID to create and distribute their own marketing materials.

9.23 In order to promote a homogeneous marketing message, preserve the POWERMINE EVOLUTION brand image and ensure compliance with advertising, consumer protection and other applicable laws and regulations, ID may create their own marketing materials if:

- (a) The ID has obtained prior written authorization from POWERMINE EVOLUTION.
- (b) The materials do not contain claims or warranties other than those published in the POWERMINE EVOLUTION marketing material.
- (c) The materials respect these Policies and Procedures.
- (d) The materials come from the Powermine Evolution Training Partner.

9.24 The requirements in clause 9.23 apply to all printed, radio and television broadcast and electronic materials used to promote the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity, including advertisements, brochures, videos, sound recordings, sheets, signs, banners, websites, apps, social media pages, messaging services, phone tapes, emails, presentation materials and clothing.

9.25 Further information and requirements for obtaining authorization can be found in the Advertising Guidelines and the Internet Guidelines, available in the Back Office

9.26 ID may not sell or profit in any way from the creation or distribution of the materials of marketing.

## Returns and Income affirmations

9.27 The success of POWERMINE EVOLUTION ID depends primarily on the personal efforts of each ID and is not guaranteed. The ID cannot give exaggerated or unreliable earnings information, and all earnings information must be related to the actual earnings for the POWERMINE EVOLUTION Opportunity of an identifiable and verifiable person.

9.28 ID are prohibited from promising, guaranteeing or suggesting to a potential ID that POWERMINE EVOLUTION will obtain or may obtain a certain level of success or performance.

9.29 The prohibition in clause 9.28 is applicable to verbal, written and electronic communications. ID may not use hypothetical performance examples other than those contained in materials created by POWERMINE EVOLUTION.

## Product affirmations about

9.30 POWERMINE EVOLUTION Products and marketing materials are formulated to comply with the law and regulations.

9.31 The use of unauthorized affirmations could result in liability for both ID and POWERMINE EVOLUTION.

9.32 For this reason, when referencing, discussing or presenting POWERMINE EVOLUTION products, either verbally or in writing, ID may only use those affirmations included in the marketing materials generated by POWERMINE EVOLUTION or that POWERMINE EVOLUTION has authorized, explicitly in any other way. The use of the rest of the affirmations is prohibited and will cause the ID to be subject to compliance actions within the framework of these Policies and Procedures.

## Making affirmations

9.33 The word "affirmation" has an intentionally broad meaning, and means any message or expression, including verbal, illustrated, graphic, or symbolic statements that affirm or suggest that a product has certain characteristics.

9.34 Specifically, ID must not:

- (a) Make verbal or written affirmations about POWERMINE EVOLUTION Products, except for those that contain the materials created by POWERMINE EVOLUTION, including the Powermine.net Website, the POWERMINE EVOLUTION blog, POWERMINE EVOLUTION partner training website, official POWERMINE EVOLUTION product information pages and other materials.
- (b) Promise certain benefits derived from the POWERMINE EVOLUTION Products.
- (c) Inappropriate presentation or exaggeration of the price, quality or availability of the POWERMINE EVOLUTION Products.

## Websites and social networks

9.35 Websites and pages on social networks can be important tools for ID to expand their Organizations.

9.36 It is important that these types of media present the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity in accordance with these Policies and Procedures and applicable laws and regulations.

9.37 POWERMINE EVOLUTION makes a replicated website available to each ID when it joins POWERMINE EVOLUTION.

9.38 The replicated website makes it easier for potential Clients and potential ID to obtain the information they need about POWERMINE EVOLUTION Products.

9.39 Any ID who wishes to create their own website, app, space on Facebook, Instagram or

similar, or otherwise use the internet and social networks in connection with their Organization, must meet the marketing and other requirements stipulated in these Policies and Procedures and the POWERMINE EVOLUTION Internet Guidelines and POWERMINE EVOLUTION Advertising Guidelines (available in the Back Office) and you must send a written approval request to the POWERMINE EVOLUTION Distributor Service before its activation .

## Contests and incentives

9.40 ID may not organize contests, lotteries, or games to promote the POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity, unless POWERMINE EVOLUTION authorizes it.

9.41 ID are prohibited from offering or providing a financial or other incentive, promotions, prizes, bonuses, and other benefits to a current or potential Client or to current or potential ID, unless the benefit is provided in accordance with the ID Agreement and the Compensation Plan, or POWERMINE EVOLUTION authorizes it in any other way.

## Request by the media and appearances

9.42 Presenting an accurate, consistent, and positive public image are important aspects of preserving the reputation of POWERMINE EVOLUTION and the value of the POWERMINE EVOLUTION Opportunity.

9.43 Part of the improvement of POWERMINE EVOLUTION is in the management of the relationship with the media maintained by the Company.

9.44 The Marketing Department of POWERMINE EVOLUTION has a team and partners trained in relations with the media.

9.45 If a media contacts ID as a source or story object about POWERMINE EVOLUTION or network marketing, ID should contact [support@powermine.net](mailto:support@powermine.net) before accepting their appearance or granting an interview .

9.46 During communications with the media, ID is authorized to speak about its own activities and its Organization, but may not speak on behalf of POWERMINE EVOLUTION or present itself as a spokesperson for POWERMINE EVOLUTION.

9.47 ID are totally prohibited from using the media (including press releases, articles, editorials, advertisements, announcements, and television or radio appearances) to promote or advertise POWERMINE EVOLUTION as a company, the POWERMINE EVOLUTION Products, the Opportunity of POWERMINE EVOLUTION or its Organization without the prior written authorization of POWERMINE EVOLUTION.

## Using the Organization for Fundraising

9.48 POWERMINE EVOLUTION encourages ID to collaborate with charities of their choice.

9.49 POWERMINE EVOLUTION opposes promoting the POWERMINE EVOLUTION Opportunity in charities or non profit organizations for fundraising purposes, as these types of programs do not work well with the POWERMINE EVOLUTION network marketing model.

## **branding and marketing joint**

9.50 POWERMINE EVOLUTION prohibits co branding or marketing tasks for POWERMINE EVOLUTION Products or the POWERMINE EVOLUTION Opportunity shared with another business, product or service, except where they comply with the contract established between POWERMINE EVOLUTION and the POWERMINE EVOLUTION Partners.

## **Marketing Events**

9.51 POWERMINE EVOLUTION encourages the use of 'Local Training Events', 'Regional Training Events', 'Weekly or Weekend Training', 'Business Opportunity Meetings' and 'Private Business Meetings' as a form of introduce POWERMINE EVOLUTION to Clients and potentials ID, and too teach to potentials and actuals ID how they can achieve success with the POWERMINE EVOLUTION Opportunity.

9.52 The events described in clause 9.51 must take place within a framework of professionalism and integrity, and must comply with these Policies and Procedures.

9.53 Attendance at events sponsored by a ID or POWERMINE EVOLUTION is voluntary, and ID may not communicate to current or potential ID, explicitly or implicitly, that attendance at such events is mandatory to achieve success with the Opportunity from POWERMINE EVOLUTION.

9.54 ID sponsored events are not intended to provide additional income to event organizers and should be held on a non profit basis. The cost of the entrance will not be able to be superior to the necessary to cover the external costs and expenses that the organizer must face.

## **10. CREATING AN ORGANIZATION**

10.1 The creation of an Organization is a common feature of network marketing companies and POWERMINE EVOLUTION encourages ID to promote the POWERMINE EVOLUTION Opportunity and to create a Downline.

10.2 Being a Sponsor requires hard work and creates additional obligations for both the Sponsor and the Upline.

10.3 A sponsor is responsible for training, supervising, and supporting the ID of their Downline to ensure that their Downlines understand and comply with these Policies and Procedures, as well as all applicable laws and regulations, in addition to duly knowing the POWERMINE EVOLUTION Products and promoting them appropriately to potential Clients and ID.

10.4 Sponsors shall maintain regular contact with their Downlines in both face to face, online and written communications.

10.5 Important notice: In order to achieve business success with POWERMINE EVOLUTION it is not mandatory to sponsor ID.

10.6 ID do not earn qualifications or bonuses with recruiting new ID. Bonuses are based solely on the sale of POWERMINE EVOLUTION Products, and on purchases made by Clients of POWERMINE EVOLUTION Products.

## **Presenting the POWERMINE EVOLUTION Opportunity**

10.7 The ID must ensure that the POWERMINE EVOLUTION Opportunity is presented to potential ID in a reliable and accurate manner.

10.8 ID may not make false, exaggerated, or misleading statements or mentions regarding the POWERMINE EVOLUTION Opportunity.

10.9 ID may only use materials provided or approved by POWERMINE EVOLUTION to present the POWERMINE EVOLUTION Opportunity.

10.10 ID are prohibited from affirming, guaranteeing, or suggesting to a potential ID that they will achieve or will be able to achieve a certain level of performance or success as a POWERMINE EVOLUTION ID.

10.11 Sponsor ID should explain that success with POWERMINE EVOLUTION depends primarily on the efforts, commitment and skills of ID, and that such success may also be affected by external factors such as economic conditions and the competitive market in which the ID carry out its activities.

10.12 ID must explain the POWERMINE EVOLUTION Compensation Plan to the potential ID, and communicate that all POWERMINE EVOLUTION bonuses in the Compensation Plan are based on the sale of the POWERMINE EVOLUTION Products to Clients.

10.13 Network marketing is a widely accepted form of business in all countries in which POWERMINE EVOLUTION carries out its activities, and POWERMINE EVOLUTION makes every effort to comply with all applicable laws.

10.14 No government authority reviews, endorses, or approves the business model or Compensation plan of network marketing companies, including POWERMINE EVOLUTION.

10.15 In presenting the POWERMINE EVOLUTION Opportunity, ID must not affirm explicitly or implicitly that any government agency has reviewed or authorized the POWERMINE EVOLUTION Opportunity.

10.16 If potential ID have questions regarding the legal status of network marketing or the



POWERMINE EVOLUTION Opportunity, please refer them to the POWERMINE EVOLUTION Distributor Support Service via email [support@powermine.net](mailto:support@powermine.net).

## Sponsor Modification or New Sponsor

10.17 POWERMINE EVOLUTION believes that it is important to maintain and protect the existing relationship between a ID and its Sponsor.

10.18 A potential ID who has previously been a ID may join POWERMINE EVOLUTION again under a new Sponsor only if the ID complies the following:

- (a) As part of a new Organization.
- (b) After a minimum of 6 months from the date of cancellation, non prorogation or termination of the previous Organization of the ID.
- (c) If the ID has not had a relationship with another Organization during the 6 month period.

10.19 POWERMINE EVOLUTION reserves the right to modify the Sponsor of a ID to correct mistakes made by a new ID in completing a ID Agreement, if a ID was recruited using illegal or unethical practices, or for any other reason to POWERMINE EVOLUTION criteria.

## Prohibition of cross recruitment

10.20 ID are encouraged to collaborate with each other, including with ID of other Organizations, for the development of their respective Organizations.

10.21 It is important that these activities are carried out on the basis of mutual respect.

10.22 Recruitment of ID from other Organizations is an unethical practice, and damages both POWERMINE EVOLUTION and the rest of ID.

10.23 A ID may not recruit, request, or encourage (both directly and indirectly) another ID to leave a Sponsor or Organization to join another while the ID Organization is in effect and for up to 6 months after the end of the term of its organization.

10.24 ID may not request, request or encourage another person to become a ID if another ID has already contacted that person.

## ID attracting is prohibited

10.25 As freelance or self employed entrepreneurs, ID may work as distributors for other network marketing companies.

10.26 However, neither you nor any person associated with your Organization may (both directly and indirectly) request, request or encourage a potential ID of POWERMINE EVOLUTION to participate in a network marketing program offered by another company, both if said company offers products that are the competition of the POWERMINE EVOLUTION Products as if not.

## Training and Supervision

10.27 As a Sponsor or Upline ID, one of your responsibilities is to train your Downline ID regarding the POWERMINE EVOLUTION Products and these Policies and Procedures.

10.28 The sponsoring ID must communicate regularly, prudently and at reasonable hours to avoid being invasive, with their Organizations by digital media or personally regarding POWERMINE EVOLUTION, the correct presentation of POWERMINE EVOLUTION, and the legal and ethical obligations of the ID.

10.29 Sponsors must be kept informed of product news and training opportunities in order to inform their Downline.

## 11. COMPENSATION PLAN AND CAREER PLAN

### General description

11.1 To achieve success in any undertaking, it is necessary to put dedication and effort into it.

11.2 The success of the Independent Distributor depends mainly on the effort, commitment and skills that the Independent Distributor and his Organization apply in their POWERMINE EVOLUTION business, although it may also be affected by general economic conditions and the competitive environment of the country in which it operates.

11.3 ID success and gains are not guaranteed, and unfortunately not all ID succeed.

11.4 Qualifications in the Career Plan and earnings under the Compensation Plan are based solely on the sale of the POWERMINE EVOLUTION Products.

11.5 ID do not earn qualifications or bonuses with recruiting new ID.

11.6 This section summarizes the POWERMINE EVOLUTION bonus system.

11.7 The rest of the information is in the Compensation Plan, which is part of the ID Agreement.

11.8 The current Compensation Plan is available in your Back Office.

### Definitions

11.9 The following definitions apply to the Compensation Plan:

(a) **«ID»**: the starting position in the Career Plan of a new POWERMINE EVOLUTION Independent Distributor.

(b) **«Merit Position» or «Position»**: each category reached in the Career Plan.

(c) **«Personal Points (PP)»**: the combined value of purchases of POWERMINE EVOLUTION Products made by ID and its Clients, every 1 euro purchase is equal to 1 personal point

and is active one year, from the day of purchase until the last day of the same month of the following year.

(d) **«Team Points (TP)»**: the sum of the active personal points of a ID and the active personal points of all ID in its Downline.

(e) **«Valid team points»**: the number of team points that count towards reaching a certain position of merit under the Career Plan.

(f) **«Value Subject to Commissions (VC)»**: the value assigned to each POWERMINE EVOLUTION Product, for the purpose of calculating bonuses according to the Compensation Plan, the assigned value is different for each bonus. The bonus is calculated as a percentage of the assigned CVs for each bonus.

## Right to positions of merit in the Career Plan and bonuses

11.10 The new ID is registered as ID.

11.11 The ID can reach higher merit positions and receive bonuses under the Career Plan, provided that:

(a) Has an active Organization.

(b) Earn personal points and team points valid to achieve the Merit Position. For more information, see the valid Compensation Plan.

(c) Comply with the present Policies and Procedures.

11.12 Additional criteria for specific bonuses and commissions may apply.

11.13 The qualification for the merit positions according to the Career Plan is based on the sale of POWERMINE EVOLUTION Products to Clients.

11.14 Only active personal and team points will be used to determine the qualification for a given merit position.

11.15 The accreditation of bonuses under the Compensation Plan will be made the day after the calculation of each bonus is closed.

## Earning Bonuses

11.16 Under the Compensation Plan, ID can earn POWERMINE EVOLUTION bonuses in three (3) ways:

(a) Bonuses for direct and indirect sales of their downline.

(b) Bonuses for sales made by the ID of their Double Team.

(c) Bonuses by matching Double Team bonuses from their downline .

11.17 The general conditions applicable to qualifications for career plan merit positions and bonuses could be modified at the discretion of POWERMINE EVOLUTION, as well as the VC and PP of POWERMINE EVOLUTION Products.

11.18 ID cannot earn bonuses for direct sales to Clients of POWERMINE EVOLUTION products.

Such sales are outside the scope of the Compensation Plan.

11.19 A ID may set any price for POWERMINE EVOLUTION products that it sells directly to Clients.

## Bonuses

11.20 ID and other merit positions earn bonuses based on sales of POWERMINE EVOLUTION Products made by them, their Downline Team and Double Team.

11.21 Bonuses vary based on ID merit position and VC assigned to each bonus of POWERMINE EVOLUTION Products sold.

11.22 The VC for POWERMINE EVOLUTION Products is established in the Back Office store of ID and Clients.

## Direct Line Bonus

11.23 ID get a bonus on purchases made on their Downline Team up to 5 levels deep.

11.24 The bonus consists of a percentage of the assigned CV, said percentage varies depending on the depth level in which the purchase is made:

- (a) First level: 10% of the CV.
- (b) Second level: 0.5% of CV.
- (c) Third level: 1% of CV.
- (d) Fourth level: 1.5% of CV.
- (e) Third level: 2% of CV.

## Double Team Bonus

11.25 Qualified ID get a bonus on purchases made on their Double Team with no depth limit.

11.26 The ID Double Team has two sides, Left Team and Right Team, and is made up of all the ID of its downline, and the ID of its upline assigned on one of the two sides..

11.27 The bonus consists of 10% of the VC matched between the VC accumulated on one side of the Double Team and the VC generated on the other side of the Double Team.

## Matching Bonus

11.28 ID who have reached a certain rank get a bonus that match the payable amount of the Double Team Bonus earned on their Downline teams up to 5 levels deep.

11.29 The bonus consists of 5% for each depth level. In addition, to obtain the bonus at each level, it is necessary that the ID have reached a certain rank:

- (a) First level: Bronze or higher.

- (b) Second level: Silver or higher.
- (c) Third level: Gold or higher.
- (d) Fourth level: Platinum or higher.
- (e) Fifth level: Ruby or higher.

## Other bonuses

11.30 Occasionally, POWERMINE EVOLUTION may offer specific product bonuses, in certain countries, or promotional or other bonuses.

11.31 The qualification requirements and the conditions of accreditation of these bonuses vary. Consult the Compensation Plan and the Back Office to see information about current bonuses in your Country of Residence and the other countries where you have activities.

## Reduction or Revocation of bonuses or Merit Positions

11.32 POWERMINE EVOLUTION may adjust, rescind, or require the refund of the accreditation of the bonuses, if POWERMINE EVOLUTION determines that a ID was not entitled to the bonus because the sale of POWERMINE EVOLUTION Products used for the qualification was rejected or was invalid.

11.33 POWERMINE EVOLUTION may also revoke any merit position reached in the Career Plan by the ID or the ID Upline.

11.34 POWERMINE EVOLUTION has no obligation to use the compliance process set out in clause 12 to revoke or rescind bonus accreditations.

## Extracts

11.35 Being a freelance or self employed, the ID is responsible for billing POWERMINE EVOLUTION for the services provided.

11.36 Invoices must comply with the legislation of the country where they are issued.

11.37 The ID authorizes POWERMINE EVOLUTION to prepare Extracts on behalf of the LLC Global World Exchangers company with identification number 402082615 and address Georgia, Tbilisi, District of Didube, Marjanishvili str., N4, Area N19, with which the ID held the ID agreement. The Extracts will include the amounts credited for the services provided to POWERMINE EVOLUTION.

11.38 The ID who will be able to consult the extracts in electronic format in the Back Office.

11.39 ID will be deemed to have accepted the Extract if the ID do not object in writing to [support@powermine.net](mailto:support@powermine.net) within 15 days from the date stated in the Extract.

## Career Plan

The plan consists of the different Merit positions that an ID can achieve and that give it access to achieve bonuses from the Compensation Plan and recognition of its Organization among the other Organizations of POWERMINE EVOLUTION.

11.40 «**ID**»: initial position with which a new sponsored person registers.

11.41 «**Active**»: ID with 50 active personal points.

11.42 «**Qualified**»: ID with 50 active personal points and two directly sponsored Active ID who have placed each of them on a different side of their Double Team.

11.43 «**Bronze**»: ID with 1,000 active personal points and 25,000 active team points in its Downline, of these team points, a maximum of 10,000 is considered valid for each downline of its direct sponsored.

11.44 «**Silver**»: ID with 2,000 active personal points and 50,000 active team points in its Downline, of these team points, a maximum of 20,000 is considered valid for each downline of its direct sponsored.

11.45 «**Gold**»: ID with 3,000 active personal points and 150,000 active equipment points in its Downline, of these equipment points, a maximum of 60,000 is considered valid for each downline of its direct sponsored parties.

11.46 «**Platinum**»: ID with 4,000 active personal points and 375,000 active team points in its Downline, of these team points, a maximum of 150,000 is considered valid for each downline of its direct sponsored parties.

11.47 «**Ruby**»: ID with 5,000 active personal points and 750,000 active team points in its Downline, of these team points, a maximum of 300,000 is considered valid for each downline of its direct sponsored parties.

11.48 «**Diamond**»: ID with 5,000 active personal points and 1,500,000 active equipment points in its Downline, of these equipment points, a maximum of 450,000 is considered valid for each downline of its direct sponsored parties.

11.49 «**Black Diamond**»: ID with 5,000 active personal points and 5,000,000 active equipment points in its Downline, of these equipment points, a maximum of 1,500,000 is considered valid for each downline of its direct sponsors.

11.50 «**White Diamond**»: ID with 5,000 active personal points and 10,000,000 active equipment points in its Downline, of these equipment points, a maximum of 3,000,000 is considered valid for each downline of its direct sponsored.

## 12. COMPLIANCE INVESTIGATIONS AND DISCIPLINARY MEASURES

12.1 POWERMINE EVOLUTION's ID are expected to adhere to strict ethical and legal principles.

12.2 Both ID and any person who carries out activities through its Organization are obliged to adhere to the ID Agreement, these Policies and Procedures, the Compensation Plan and the Career Plan, and to comply with all applicable laws and regulations.

### Compliance Violations and Investigations

12.3 The POWERMINE EVOLUTION Declaration of Conformity Department investigates suspected violations and suspected compliance violations using all means at its disposal, and strives to do so in a conscientious, efficient and fair manner.

12.4 POWERMINE EVOLUTION may initiate a investigation compliance on its own initiative or based on information received by a Client, an ID, consumer protection organizations, the police, a court or other governmental organization, or any other person.

12.5 POWERMINE EVOLUTION is committed to treating ID who are involved in a compliance investigation in a fair and respectful manner.

12.6 ID are obliged to collaborate with compliance investigations and respond to all inquiries made by POWERMINE EVOLUTION in a truthful and comprehensive manner.

12.7 The fact that a ID refuses or refrains from cooperating exhaustively with a compliance investigation or that it provides POWERMINE EVOLUTION with false or incomplete information constitutes a violation of these Policies and procedures.

12.8 Refraining from answering a compliance question or collaborating exhaustively with a compliance investigation could result in the suspension or cancellation of the ID Organization.

### Reporting Suspected Violations

12.9 If you believe that a ID has committed a compliance violation, please contact that ID to address the issue directly.

12.10 There are certain infractions that could be unintentional or be derived from the lack of understanding of its obligations on the part of the ID.

12.11 Serious breaches of conformity, such as those that could imply the violation of applicable laws or regulations, must be reported to POWERMINE EVOLUTION at all times.

12.12 If you are unable to resolve the problem directly or are not happy to report it to ID, you must report the suspected violation to POWERMINE EVOLUTION in writing to [compliance@powermine.net](mailto:compliance@powermine.net).

12.13 In your submission in accordance with clause 12.12 you must include your name, the name of the ID involved, the date, the location, the nature of the suspected violation, and possible evidence to support your suspicions.

12.14 In order to guarantee fair treatment, verbal and anonymous complaints will not be accepted. However, your name will not be disclosed without your permission.

## Investigation Process

12.15 Suspected compliance violations will be investigated following the Procedures established by POWERMINE EVOLUTION.

12.16 The procedures to be followed in each case will be the sole responsibility of POWERMINE EVOLUTION.

12.17 POWERMINE EVOLUTION will normally contact ID suspected of having committed the violation and witnesses to the violation by email, telephone or other means to determine the most relevant issues.

12.18 ID are obliged to respond exhaustively and accurately to POWERMINE EVOLUTION within the period stated in the communication.

12.19 Failure of a ID to respond to a compliance inquiry shall be considered admission of the facts that have been brought to the attention of POWERMINE EVOLUTION and may mean that the ID is subject to disciplinary measures.

## Determination Email

12.20 Following review of the information available regarding the suspected violation, POWERMINE EVOLUTION will determine whether the ID should be subject to disciplinary action. POWERMINE EVOLUTION will send ID a determination email stating the results of the investigation and the planned disciplinary action.

## Appeals

12.21 The ID may request a review of a compliance decision by sending appeals by email to [compliance@powermine.net](mailto:compliance@powermine.net) within 15 days from the date of the determination email.

12.22 For an appeal to be considered, the ID must provide relevant information that was not available to the ID during the initial investigation phase.



12.23 An appeal is usually not considered in those cases where the ID does not respond during the investigation phase of the compliance incident.

12.24 POWERMINE EVOLUTION will review the appeal as soon as possible and will respond to ID by email to communicate its decision.

## Disciplinary measure

12.25 If POWERMINE EVOLUTION concludes that a ID has committed a compliance violation, it may be subject to disciplinary action.

12.26 The specific disciplinary measure will depend on the nature and seriousness of the infraction, on the facts surrounding the infraction, on the degree of cooperation demonstrated by the ID, on whether the infraction was intentional or involuntary, the history of compliance with the ID, if any, and the ID experience.

12.27 The specific disciplinary measure will be under the sole discretion of POWERMINE EVOLUTION.

12.28 The disciplinary measure imposed on the ID will be communicated in the determination email.

12.29 Possible disciplinary measures include verbal and email warnings, temporary suspension of bonuses and accreditations of bonuses or of the Organization of ID, revocation of merit positions achieved in the Compensation Plan, amortization of previously bonuses accredited, elimination of the ID Downline and cancellation of the ID Organization.

12.30 ID may be asked to confirm the disciplinary measure by replying to the determination email.

12.31 Those ID that commit breaches of compliance could also be forced to pay the possible expenses or costs that POWERMINE EVOLUTION incurs as a result of the ID's actions, including compensation payments to Clients, other ID or third parties, fines or penalties imposed by government agencies, and attorney fees. POWERMINE EVOLUTION may deduct said amounts from future bonuses due to ID or demand their payment through the legal means at its disposal.

## Suspension

12.32 POWERMINE EVOLUTION may suspend the accreditations of the bonuses ("Retention of Bonuses") or the Organization of the ID ("Retention of Organization") as a result of a breach of compliance.

12.33 POWERMINE EVOLUTION may impose a temporary suspension while a compliance investigation is ongoing whenever circumstances allow.

12.34 A ID subject to Retention of Bonuses may carry out the activities of its Organization and obtain qualifications and bonuses, but such bonuses will not be credited, they may be credited at the

discretion of POWERMINE EVOLUTION when the suspension is lifted.

12.35 A ID subject to Retention of Organization may not perform ID activities, must refrain from promoting the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity, and may not present himself as a POWERMINE EVOLUTION ID during the suspension period.

## **Cancellation**

12.36 The cancellation of the Organization of a ID is the most serious disciplinary measure to which a ID may be subject.

12.37 All ID rights and benefits, including non accredited bonus claims and all obligations POWERMINE EVOLUTION has under the ID Agreement, will terminate on the cancellation date..

12.38 Supposing the ID has been previously suspended, the cancellation will be retroactive until that date.

## **Upline Responsibility**

12.39 If you choose to sponsor other ID and establish an Organization, you will be responsible for ensuring that such ID understand and comply with these Policies and Procedures and your legal obligations. See clause 10 on Creating an Organization.

12.40 In the event that a ID is found to be responsible for a compliance violation, all benefits earned by the ID Upline from the compliance violation may be revoked. This includes the revocation of possible merit positions obtained in the Career Plan and the retention or cancellation and amortization of possible pending or credited bonuses to a Upline ID.

## **Collaboration with Law Enforcement**

12.41 POWERMINE EVOLUTION collaborates to the fullest with law enforcement agencies, the courts, and any other government authority investigating possible violations of the law by ID.

12.42 ID may not receive notification of requests from law enforcement or other authorities.

12.43 In the case that a ID commits a compliance violation and POWERMINE EVOLUTION believes that such violation may also constitute a violation of law, POWERMINE EVOLUTION reserves the right to report the incident to the competent authorities.

## **Disputes between ID**

12.44 POWERMINE EVOLUTION asks ID to resolve disputes involving other ID in a friendly and professional manner.

12.45 Upon request of the parties, POWERMINE EVOLUTION may agree to mediate and resolve a dispute.

12.46 ID agree that POWERMINE EVOLUTION's conclusions and decision are binding if POWERMINE EVOLUTION is involved in accordance with clause 12.45..

12.47 POWERMINE EVOLUTION will not mediate in existing disputes between couples involved in the same Organization. In such cases, POWERMINE EVOLUTION will accept the instructions of the person responsible for the Organization.

12.48 All existing disputes between POWERMINE EVOLUTION and a ID regarding their rights and obligations under the ID Agreement, these Policies and Procedures, the Compensation Plan or the Career Plan will be resolved using the procedures set forth in the ID Agreement .

## 13. PROTECTION OF PERSONAL DATA AND CONFIDENTIAL INFORMATION

13.1 In connection with the POWERMINE EVOLUTION Products and the POWERMINE EVOLUTION Opportunity, both POWERMINE EVOLUTION and ID have access to personal and confidential information about Clients and about other ID.

13.2 Personal data includes information such as names, emails and addresses related to identified or identifiable people.

13.3 The confidential data is even more extensive and could include other sensitive information.

13.4 Personal and confidential data are subject to considerable legal protection, and failure to properly manage such data may result in responsibilities for both ID and POWERMINE EVOLUTION.

13.5 POWERMINE EVOLUTION collects, maintains and processes the personal data of ID and Clients in both electronic and non electronic forms in accordance with our Privacy Policy.

13.6 The Privacy Policy is available on the POWERMINE EVOLUTION website [powermine.net](http://powermine.net).

13.7 The Personal Data collected by POWERMINE EVOLUTION is used by POWERMINE EVOLUTION for the exercise of the obligations that it has with the ID under the ID Agreement, including:

- (a) Determination of the levels reached in the Career Plan and the calculation of the payment of bonuses to ID and other ID.
- (b) Offer of Products to ID.
- (c) Communications to ID, including marketing opportunities related to POWERMINE EVOLUTION Products.
- (d) Compliance with legal, financial, accounting and administrative functions.
- (e) Protection of legal and contractual rights of POWERMINE EVOLUTION.

13.8 In order to fulfill the obligations that POWERMINE EVOLUTION has with the ID, the personal data of a ID may be transferred to:

- (a) Other POWERMINE EVOLUTION companies.
- (b) POWERMINE EVOLUTION employees, external consultants and advisers.
- (c) Other ID.
- (d) POWERMINE EVOLUTION partners.
- (e) Other recipients, as allowed by law.

13.9 Some recipients of ID personal data may be located in countries where data transfer is permitted by the General Data Protection Regulation or other applicable laws.

13.10 The collection of personal data requested in the ID Agreement is essential for the exercise of POWERMINE EVOLUTION's obligations under said Agreement.

13.11 If a ID refuses to provide such data or removes its consent to use Personal Data, this could cause the denial of your Request or the cancellation of your Organization..

13.12 POWERMINE EVOLUTION undertakes to:

- (a) Process personal data in a fair and lawful manner.
- (b) Take reasonable steps to ensure that personal data is complete and accurate.
- (c) Do not use personal data for illegal purposes.
- (d) Collect only the personal data necessary for the purposes established in these Policies and Procedures and in the ID Agreement.
- (e) Take reasonable measures to prevent access to personal data or its disclosure to unauthorized persons.

13.13 The ID may exercise their rights of access and modification or deletion of personal data by contacting the Distributor Attention Service via email [support@powermine.net](mailto:support@powermine.net).

13.14 In connection with its activities as ID, the ID can access personal and confidential information of Clients and other ID.

13.15 When handling information of this type, the ID must be governed by all applicable data protection and privacy laws.

13.16 The ID shall maintain the confidentiality of the Client's data and the ID, and take the necessary measures to protect them from access by unauthorized persons, appropriation by unauthorized persons, processing that violates legal regulations, and modification, loss, damage or destruction.

13.17 The obligation to maintain confidentiality will remain in force after the non prorogation, cancellation or termination of the ID Agreement.

13.18 Failure to manipulate the information of the Client or the ID in an appropriate and legal manner could lead to the disciplinary measures contemplated in these Policies and Procedures. If you

have any questions regarding the handling of Personal Data, please contact the POWERMINE EVOLUTION Distributor Service via email [support@powermine.net](mailto:support@powermine.net).

13.19 In addition to the purposes outlined above, POWERMINE EVOLUTION may collect, maintain, and process ID Personal Data for scientific and market research, public opinion polls, and to send commercial and marketing communications. This Personal Data may be transferred to third parties, including other members of the POWERMINE EVOLUTION Group, other ID and POWERMINE EVOLUTION Partners, for such purposes.

13.20 The ID may control the way in which your Personal Data is used or remove your consent to use Personal Data for these purposes by contacting the POWERMINE EVOLUTION Distributor Service via email [support@powermine.net](mailto:support@powermine.net).

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