



Introduction

These Acumen Strategic Partners' Policies and Procedures have been established to explain and define the rights and responsibilities of the company and its Independent Team Partners, to offer guidance and clarity, and to protect the company and its Independent Team Partners. Please take the time today to read these Policies and Procedures carefully. This reference tool plays an important part in the building of your business and provides a firm foundation for good business practice.

Within the Acumen Strategic Partners' Policies, if you wish to do a certain thing or build your business in a certain way that the Policies appear to prevent or you fear a violation, approach the company with your idea or concern. If we believe that what you are requesting meets standard company policy then approval will not be unreasonably withheld. Written approval prior to embarking upon any action that may contravene the Polices must firstly be obtained from the Corporate Office. If you do not have advanced written approval then you are open to disciplinary action for contravening Policies.

Please bear in mind, in all cases Acumen Strategic Partners wants to work fairly and openly with Independent Team Partners to offer them the freedom to build their business by working within the Policies. The golden rule is: If you are in any doubt about what you can and cannot do, please seek advice from Partner Support or the Compliance Officer.

Thank you.

Acumen Strategic Partners Ltd Suite A 82, James Carter Road Mildenhall Bury St Edmunds IP28 7DE

Properties Tel: 01782 379102 (10am-5pm, Mon-Fri) support@acumenstrategicpartners.com

www.acumenstrategicpartners.com

Warm regards,

Phil Colclough Managing Director

Policies and Procedures - Acumen Strategic Partners Ltd

Contents

1. Definition: The Acumen Strategic Partners' Independent Team Partner

2. Business and legal entities as Independent Team Partners

Companies

Partnerships

Marriage

Conflicts of interest

3. Operating more than one position and phantom positions

4. International business activity - future activity beyond the United Kingdom

5. Status as an Independent Team Partner

Claims of employment

Contractual obligations

Due process of the reporting and payment of tax

6. Independent Team Partner rights and obligations

Behaviour

Confidentiality

Territorial rights

Refunds and termination

Independent Team Partner Renewal and Administration Fee

Assigning a new Independent Team Partner to a specific sponsor

Sponsor disputes

Members of the same household

Transfer / sale / disposition of an Independent Team Partner position

Change of sponsorship

Trademarks / approved sales literature / sales aids

Change of personal details

Purchase limitations

Charges to other Independent Team Partners

Solicitation by prize or drawing

Endorsement of special interest groups and organisations

7. Presentation of Acumen Strategic Partners' services and opportunity

The Acumen Strategic Partners' Business Presentation

Income guarantees

Regulatory endorsement

Indemnification

8. Commissions

Activation

Commission structure

9. Advertising and promotion

Use of the Acumen Strategic Partners' name, logos or trademarks

Media enquiries: Personal appearances by Partners and contributions to broadcast media

Electronic media

Telephone procedures

Conventions and trade shows

Solicitation

10. Compliance Complaint procedure

11. Suspension and termination

Termination of Independent Team Partner status Voluntary termination procedure Involuntary termination procedure Effect of suspension or termination

12. Amendments

13. Waiver

14. Severability

1. Definition: The Acumen Strategic Partners' Independent Team Partner

The Acumen Strategic Partners' Independent Team Partner:

The Independent Team Partner Agreement allows the Independent Team Partner to develop a business of customers and to sponsor (enrol, mentor and actively support) other Independent Team Partners. To become an Independent Team Partner the applicant must:

- a) Be at least 18 years of age (if an individual)
- b) Be permitted to work legally in the United Kingdom
- c) Have completed an Acumen Strategic Partners' Independent Team Partner Agreement
- d) Have set up and paid the appropriate admin and renewal fee to the company
- e) Have paid the Partner Support Fee to the appropriate upward Team Partner
- f) Have been accepted as an Independent Team Partner by Acumen Strategic Partners
- g) Have read and understood these Policies and Procedures
- h) Having read and understood our Independent Team Partner Terms and Rules of Operation, Ethical Policy, Privacy Policy and Income Plan

2. Business and legal entities as Independent Team Partners

A company or partnership may become an Independent Team Partner subject to review and approval by Acumen Strategic Partners and subject to the conditions set out below. No individual however may (directly or indirectly) own, operate, have management control of, or have an interest in, more than one Independent Team Partner position in any form. All owners of the entity must be at least 18 years of age.

2a. Companies

To become an Independent Team Partner as a company or to change status, Acumen Strategic Partners must be notified in writing. The application or notice submitted must include details of all shareholders, officers and Directors of the company, the registered number and registered office of the company and a copy of the Memorandum and Articles of Association of the company. A photocopy of the Certificate of Incorporation must be attached to the application or notice. The officer who submits the form must be authorised to enter into binding contracts on behalf of the company and must provide Acumen Strategic Partners with the appropriate documents evidencing that authority. In the case of a change of status, this information should accompany details of the initial Independent Team Partner Agreement. It is not permissible for shareholders, officers and Directors of the company applying as an Independent Team Partner company to have been an Independent Team Partner:

- 1) As an individual; or
- 2) As members of an Independent Team Partner partnership; or
- 3) As members of another Independent Team Partner company;

within six (6) calendar months preceding the signing of the Independent Team Partner Agreement. If an active Independent Team Partner desires to change status from that of an individual Independent Team Partner to that of a company Independent Team Partner, the notice also requires that the company designate one individual as the responsible party for the company's operations and sales.

2b. Partnerships

To become an Independent Team Partner as a partnership or to change status, Acumen Strategic Partners must be notified in writing. The application or notice submitted must provide full names and home addresses of all partners in the partnership as well as a list of each partner's percentage of ownership. The partner who submits the form must be authorised to enter into binding contacts on behalf of the partnership. This information should accompany the initial Independent Team Partner Agreement. It is not permissible for any Team Partner applying as an Independent Team Partner partnership to have been an Independent Team Partner:

- 1) As an individual; or
- 2) As a member of an Independent Team Partner company; or
- 3) As a member of another Independent Team Partner partnership; within six (6) calendar months preceding the execution of this Agreement.

2c. Marriage

Acumen Strategic Partners suggest that married couples operate as a single Independent Team Partnership. If a husband or wife elect not to operate as a single Independent Team Partnership, each spouse must sign up under the same sponsor at the time of joining. When two Independent Team Partners subsequently marry, each will maintain their separate Independent Team Partner status. Upon divorce of married Independent Team Partners, Acumen Strategic Partners must be notified as to which former spouse will assume ownership of the Independent Team Partner position as determined by agreement between the parties or by an order of a court of competent jurisdiction. A change in the ownership of the Independent Team Partner position will not take place until Acumen Strategic Partners has received a copy of the divorce documentation. Should the party who does not assume ownership of the Independent Team Partner position desire to remain an Independent Team Partner, he/she may do so by submitting a new Independent Team Partner Agreement at the time the divorce documentation is submitted to Acumen Strategic Partners. He/she shall then be entered as a new Independent Team Partner under the original Sponsor. If there is any question over the disposition of the Independent Team Partner position or the income from the Independent Team Partner position, Acumen Strategic Partners may suspend the Independent Team Partner position until the dispute over such disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction. Husbands and wives who operate as a single Independent Team Partnership agree to be, and hereby represent to Acumen Strategic Partners, that each of them is bound by the terms of the Independent Team Partner Terms and Rules of Operation and these Policies and Procedures and hereby agree to be jointly and severally liable for the actions of the other even though only one spouse is designated as an Independent Team Partner. If the spouse of an Independent Team Partner acts in a manner which would be in violation of the Independent Team Partner Terms and Rules of Operation and/or these Policies and Procedures, such violation will be attributed to the Independent Team Partner.

2d. Conflicts of interest

When you are an Independent Team Partner with Acumen Strategic Partners you may not participate in any other opportunity involving services or products which directly compete with services or products offered by Acumen Strategic Partners. This non-competition restriction survives the Independent Team Partner Agreement for a period of ninety (90) days beyond the date of termination or transfer either by the Independent Team Partner or Acumen Strategic Partners. During the term of the Independent Team Partner Agreement and for a period of ninety (90) days after its termination, Acumen Strategic Partners strictly prohibits the solicitation of Independent Team Partners already sponsored by another individual in the Acumen Strategic Partners' business. Acumen Strategic Partners also strictly prohibits Independent Team Partners from knowingly sponsoring, or directly or indirectly helping others to sponsor into any other sales or network marketing organisation any Independent Team Partner not personally sponsored. Independent Team Partners may not be involved, directly or indirectly, in the solicitation of Acumen Strategic Partners' customers to any other service or product or any company offering service.

Further, the Independent Team Partner agrees that in conducting his/her Acumen Strategic Partners' business that he/she will in accordance with Section 6a conduct himself/herself and deal with customers and other Independent Team Partners with the highest standards of honesty, integrity and fairness and do nothing that in the opinion of Acumen Strategic Partners shall bring the company into disrepute or reflect adversely on the reputation of the Company or its Independent Team Partners including but not limited to promoting a business opportunity or products or services, whether directly or indirectly competing or not, which are found at any time by any competent authority to be in breach of applicable legislation or codes of conduct or are the subject of enforcement proceedings brought at any time by such competent authority for breach of applicable legislation or codes of conduct. Breach of this Section 2d shall be grounds for termination of the Independent Team Partner Agreement.

3. Operating more than one position and phantom positions

An Independent Team Partner may not directly or indirectly own, operate or have an interest in or management control of, more than one Independent Team Partner position in any form. For example, an Independent Team Partner may not hold an individual position in Acumen Strategic Partners as well as being a Director, shareholder or officer of an Independent Team Partner company. Operating more than one position will subject an Independent Team Partner to suspension or termination. An Independent Team Partner may not sign an Independent Team Partner Agreement on behalf of another individual or company. An Independent Team Partner may not be an agent for or act as an agent for another Independent Team Partner. Forgery of another individual's name or the establishment of phantom Independent Team Partner positions constitute grounds for the termination of the Independent Team Partner Agreement. Acumen Strategic Partners shall be entitled to terminate or merge any position which in its reasonable opinion operates as a surrogate for another position or person.

4. International business activity: future activity beyond the United Kingdom

Independent Team Partners will be permitted to conduct international business in those countries that Acumen Strategic Partners progressively open for business. Independent Team Partners though should observe and comply with any and all laws for each country. Acumen Strategic Partners strongly recommend that Independent Team Partners seek further guidance and advice from Team Partner Support beforehand if such activity is planned.

5. Status as an Independent Team Partner

5a. Claims of employment

Independent Team Partners are responsible for their own business activities and are solely responsible for the payment of all taxes arising out of or in consequence of the terms and provisions of the Agreements. If the Independent Team Partner is an employer, its personnel are the Independent Team Partners' employees and will not, for any purpose be considered employees, agents or sub-agents of Acumen Strategic Partners. The Independent Team Partner shall be solely responsible for their supervision, their daily direction and control, payment of salary, workers compensation, disability benefits and compliance with all other laws applicable to employers. Acumen Strategic Partners do not recommend this course of action. Independent Team Partners are not employees or legal representatives of Acumen Strategic Partners. Independent Team Partners will not represent in any manner that they are an agent, employee or representative of Acumen Strategic Partners. Independent Team Partners have no authority to legally bind Acumen Strategic Partners or its officers, Directors or employees.

5b. Contractual obligations

Independent Team Partners are responsible for their own activities and choice of time and effort invested without direction or control by Acumen Strategic Partners and for any expenses that result from their business operations. These expenses include, but are not limited to: licences or permits required to operate a business; legal fees connected with the use of an assumed business name; telephone expenses; product advertising; event management; transport and any other expenses incurred. An Independent Team Partner shall not involve Acumen Strategic Partners directly or indirectly in any contractual relationships relating to their business. Independent Team Partners cannot and will not sign any contract, rent or lease office space or equipment, open any bank account, secure credit, cash any negotiable instrument, make purchases or enter into Agreements of any kind in the name of or on behalf of Acumen Strategic Partners. Further, the Independent Team Partner shall indemnify Acumen Strategic Partners from any losses, claims, damages, costs or liabilities arising out of any such actions or claims.

5c. Due process of the reporting and payment of tax

Independent Team Partners are self-employed for tax purposes and are responsible for the payment of all income and other taxes due on their Acumen Strategic Partners' earnings. Independent Team Partners will pay VAT on each order where applicable. In the event that Acumen Strategic Partners is required to pay VAT on any payments due to the Independent Team Partner under any periodic Team Partner incentive, Acumen Strategic Partners reserve the right, subject to Revenue Commissionaire's approval, to self-bill (when available) for such sums, in which event VAT shall only be paid to the Independent Team Partner if the Independent Team Partner is registered for VAT and provides Acumen Strategic Partners with a copy of his/her VAT registration certificate. If the Independent Team Partner, having been VAT registered becomes de-registered voluntarily or otherwise he/she shall promptly notify Acumen Strategic Partners in writing of the fact of such de-registration within fourteen (14) days of the act of de-registration taking effect. If Acumen Strategic Partners is obliged or liable to make any payments of VAT to the tax authorities as a result of the failure of the Independent Team Partner to notify Acumen Strategic Partners of such de-registration for VAT, then the Independent Team Partner acknowledges and agrees that Acumen Strategic Partners shall be entitled to recover from him/her the amount of such VAT by deduction from any Independent Team Partner commission account with Acumen Strategic Partners or by any other means available to Acumen Strategic Partners from time to time.

6. Independent Team Partner rights and obligations

6a. Behaviour

Independent Team Partners will operate in a lawful, ethical and moral manner and will use their best efforts to promote the sale and use of the services. Independent Team Partners are to conduct themselves in a fair and business-like manner at all times and shall avoid all discourteous, deceptive, misleading or unethical practices including, but not limited to, any disparaging or derogatory statements about Acumen Strategic Partners or any Acumen Strategic Partners' Independent Team Partner. Independent Team Partners are encouraged to keep accurate records. Additionally, Independent Team Partners agree to be aware of and abide by all laws and regulation governing the sale or solicitation of the services and products marketed by Acumen Strategic Partners and their partners including but not limited to occupational licences, solicitation licences, business licences or merchant licences or permits that may be required to perform under this Agreement. Where an Independent Team Partner is operating his/her Acumen Strategic Partners business in another Acumen Strategic Partners market in accordance with Acumen Strategic Partners policy on international sponsoring, the Independent Team Partner must familiarise him/herself with the laws and regulation governing the operation of his/her Acumen Strategic Partners business in that market and with the terms of the Independent Team Partner Agreement and the Policies and Procedures that apply in that market. The naming of an Independent Team Partner in any injunctive or prohibitive administrative or court order in connection with the Independent Team Partner's conduct as an Acumen Strategic Partners' Independent Team Partner or in connection with any Acumen Strategic Partners related activity by such an Independent Team Partner, shall constitute an irrefutable presumption of the Independent Team Partner's failure to operate such Independent Team Partner business in accordance with Independent Team Partner Terms and Rules of Operation and / or with these Policies and Procedures.

6b. Confidentiality

Independent Team Partners are reminded that under UK Data Protection legislation (GDPR) they agree that they will not divulge the business secrets of Acumen Strategic Partners to third persons in whole or in part nor shall they use such business secrets for any external business or commercial purposes, alone or in conjunction with others.

6c. Territorial rights

Acumen Strategic Partners impose no franchise or territorial restrictions on Independent Team Partners with regard to sales, promotion and sponsoring efforts and each Independent Team Partner shall have the right to conduct business anywhere in the countries in which Acumen Strategic Partners markets its services to consumers without exclusivity.

6d. Refunds and termination

No Independent Team Partner purchase is refundable other than as provided below. Stating or inferring to a prospective Independent Team Partner that any payment is or may be refundable beyond these terms constitutes grounds for suspension or termination of the Independent Team Partner. A fourteen (14) day cancellation period applies to both the Independent Team Partner Agreement and purchase of Acumen Strategic Partners services. In the case of the Independent Team Partner Agreement, the fourteen (14) day period begins on the date of the signed Independent Team Partner Agreement. In the case of the purchase of Acumen Strategic Partners services (when purchased separately from the signing of the Independent Team Partner Agreement), the fourteen (14) day period begins on the date of the signed purchase order. Email cancellation notice must be received by Acumen Strategic Partners at the email address designated in the "Agreements" by midnight on the fourteenth (14th) day subsequent to the date of signature. The appropriate email address is: support@acumenstrategicpartners.com.

- 6d1) If within fourteen (14) days of entering into the Independent Team Partner Agreement the Independent Team Partner cancels it by giving written notice to Acumen Strategic Partners, the Independent Team Partner has the right to:
- a) Recover in full any monies paid for services from Acumen Strategic Partners, and;
- b) Recover in full any monies paid "peer-to-peer" from any upward Independent Team Partner; and
- c) Return to Acumen Strategic Partners any physical goods or sales aids which the Independent Team Partner has purchased from Acumen Strategic Partners within that period and which remain unsold, provided that such unsold goods and sales aids remain in the condition in which they were at the time of purchase (except their external wrappings may have been broken) and to recover any monies paid in respect of such goods and to require Acumen Strategic Partners to refund an amount equal to 100% of any monies paid in respect of such physical goods or sales aids, and:
- d) Cancel any services which the Independent Team Partner has ordered within that period from Acumen Strategic Partners and to recover any monies paid in respect of such services not yet supplied to the Partner.

6d2) In order to recover any monies under section 6d1(a) or 6d1(c) above the Independent Team Partner must give written notice requesting the repayment of such monies to Acumen Strategic Partners at their email address within fourteen (14) days of entering into this Agreement or within fourteen (14) days of signing an Acumen Strategic Partners' purchase order (if services were purchased after the date the Independent Team Partner entered into the Independent Team Partner Agreement) and Acumen Strategic Partners shall repay such monies as the Independent Team Partner may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice. In order to recover any monies under section 6d1(b) above the Independent Team Partner must give written notice requesting the repayment of such monies to the upward Independent Team Partner concerned at their email address within fourteen (14) days of entering into this Agreement.

6d3) In order to recover any monies paid for physical goods under section 6d1(c) the Independent Team Partner must deliver the physical goods to the Company within fourteen (14) days of entering into the Independent Team Partner Agreement. The Independent Team Partner shall bear the costs of such delivery. The monies paid in respect of those physical goods is payable on delivery of the goods or forthwith if the goods have not yet been delivered to the Independent Team Partner.

6d4) Acumen Strategic Partners are not entitled to make a handling charge in respect of physical goods returned under section 6d1(c) or services cancelled under section 6d1(d).

- 6d5) If Acumen Strategic Partners terminate the Independent Team Partner Agreement at any time or if the Independent Team Partner terminates it more than fourteen (14) days after entering into it then the Independent Team Partner:
- a) Shall have the right to return to Acumen Strategic Partners any physical goods or sales aids which the Independent Team Partner purchased from Acumen Strategic Partners (or if the Independent Team Partner purchased the goods from another Independent Team Partner the Independent Team Partner shall have the right also to return the physical goods to the Independent Team Partner concerned) within a period of ninety (90) days prior to such termination and which remain unsold and to recover any monies paid from Acumen Strategic Partners or such other Independent Team Partner who supplied the physical goods, provided the goods are still of merchantable quality;
- b) Where the Independent Team Partner has terminated the Agreement, the price (inclusive of VAT) which the Independent Team Partner paid for them less (1) in the case of any physical goods the condition of which have deteriorated due to an act or default on the Team Partner's part, an amount equal to the diminution in their value resulting from such deterioration; and less (2) a reasonable handling charge;
- c) Where Acumen Strategic Partners has terminated the Agreement the price (inclusive of VAT), which the Independent Team Partner paid for them together with any costs incurred by the Independent Team Partner for returning the physical goods to Acumen Strategic Partners or, as the case may be, to the Independent Team Partner who supplied them;
- d) The amount recoverable by the Independent Team Partner under this section 6d5 is payable by Acumen Strategic Partners upon proof of purchase and the delivery of the physical goods to Acumen Strategic Partners or, if the goods are already held by Acumen Strategic Partners, forthwith, and;
- e) If the Partner wishes to exercise his/her rights under this section 6d5 the Independent Team Partner must deliver any physical goods or sales aids (not already held by Acumen Strategic Partners) which the Partner wishes to return within twenty one (21) days of such termination to Acumen Strategic Partners.

6d6) Payment of refund will be made in the same form as the original payment. On termination of the Independent Team Partner Agreement for whatever reason the Independent Team Partner shall be entitled to retain any commission paid in accordance with the Independent Team Partner Agreement unless:

- a) The commission was paid in respect of physical goods returned to Acumen Strategic Partners, and:
- b) Acumen Strategic Partners have refunded any monies due to the Independent Team Partner in accordance with the termination provisions of the Agreement, and;
- c) Repayment is claimed by Acumen Strategic Partners within 120 days of the commission having been paid in which case the Independent Team Partner shall repay the commission to Acumen Strategic Partners forthwith on demand and Acumen Strategic Partners may set-off the amount of such commission against any amounts due from Acumen Strategic Partners to the Independent Team Partner.

6e. Independent Team Partner Renewal and Administration Fee

Independent Team Partner Agreements are renewed without obligation at the end of each successive one month period. Monthly renewal occurs on the date of registration of the Independent Team Partner Agreement. The Independent Team Partner Agreement carries a renewal and administration fee of £5 a month (+VAT) payable to Acumen Strategic Partners. This is in addition to the payment of a one-time "peer-to-peer" Partner Support Fee payable to the appropriate upward Independent Team Partner, at each of four Phases of progression, in line with the Acumen Strategic Partners' Income Plan. The monthly renewal and administration fee is payable by Direct Debit from the Team Partner's preferred bank account which must be enacted at point of entry. Independent Team Partner positions are subject to automatic renewal by Acumen Strategic Partners (by way of this Continuous Payment Authority) unless expressly cancelled in writing by the Independent Team Partner prior to any monthly renewal date.

6f. Assigning a new Independent Team Partner to a specific Sponsor

Acumen Strategic Partners actively discourages the policy of assignment of new Independent Team Partners to a specific Sponsor (often referred to as "stacking"). Acumen Strategic Partners actively encourages Independent Team Partners to enrol personally sponsored Partners on their front-line and to work closely with them in line with the "Working With Mentor Model". Should an Independent Team Partner choose to use this "stacking" type method they do so against the advice of Acumen Strategic Partners for the following reasons:

- 1) It could be deemed disrespectful to the newly sponsored Independent Team Partner to have a Sponsor they have no relationship with;
- 2) It undermines relationships;
- 3) It weakens the Sponsor who was simply "gifted" a new Independent Team Partner into their team. It is arguably much more beneficial to this Partner (with their own Sponsor's support) to achieve this for themselves;
- 4) It reduces income by giving it away to those who are not always deserving of it, and;
- 5) It encourages Team Partners to be less active. If they are gifted one Team Partner they may expect more.

The only circumstance in which the concept of "stacking" becomes even remotely acceptable is for access to local support. When two Independent Team Partners reside near each other this opens the possibility that by working together in one team they would be more effective and productive. With this specific instance in mind, Acumen Strategic Partners encourage all Independent Team Partners to adhere to a simple Code of Conduct should they ever wish to assign a new Independent Team Partner to another Sponsor in their group:

- 1) Always check with your first upward leader to gauge their thoughts;
- 2) Ensure all parties are comfortable with the "stacking" arrangement. Make sure the Sponsor and newly sponsored Independent Team Partner have met, built rapport and would work well together:
- 3) Ensure the Independent Team Partner that had the original contact with the newly sponsored "stacked" Independent Team Partner maintains close contact with him / her and that the prior relationship is maintained;
- 4) Make clear to all parties the reason for the "stacking" arrangement in this specific instance and that it is an unusual tactical decision to benefit all, given this particular geographical circumstance;
- 5) Explain the general and several benefits (above) of <u>not</u> structuring one's activity in this manner under normal market conditions.

6g. Sponsor disputes

Acumen Strategic Partners will investigate all complaints brought against Independent Team Partners should it be decided that Company Policy has been breached. A complaints procedure form is available from Team Partner Support or the Compliance Officer. Acumen Strategic Partners will not mediate disputes involving Sponsor designations. Acumen Strategic Partners recognise as Sponsor the person whose name appears on the "Agreements" postmarked at the earliest date. Acumen Strategic Partners reserves the right to review sponsoring practices. Acumen Strategic Partners recognises and respects that the ultimate decision on who sponsors a new Independent Team Partner rests with the person being sponsored. There are however, certain guidelines that must be adhered to, to ensure all Independent Team Partners act with the utmost clarity and integrity.

- 1) A prospective Independent Team Partner must be clearly asked by the Independent Team Partner whether they have been contacted or approached by any other Acumen Strategic Partner in the last thirty (30) days;
- 2) If the prospective Independent Team Partner's response is "no", the Independent Team Partner can progress on the assumption that no other Independent Team Partner is already communicating with the prospective Independent Team Partner;
- 3) If the prospective Independent Team Partner's response is "yes", the original Independent Team Partner who made the first contact needs to be approached by the second Independent Team Partner to ascertain the level at which contact has been made and give the first Independent Team Partner the opportunity to progress the prospective Independent Team Partner as it was they who made the first contact. If the original Independent Team Partner chooses not to progress the prospective Independent Team Partner, then the second Independent Team Partner is free (and without prejudice) to continue contacting the prospective Independent Team Partner;
- 4) If the original contact was made over thirty (30) days previously then no such Team Partner etiquette is required.

6h. Members of the same household

All Independent Team Partners who are members of the same household at the time of being sponsored must have the same Sponsor and may hold only one position with Acumen Strategic Partners subject to the exceptions specified herein. By way of example, a parent and an 18 year old son / daughter living in the same household may only operate one position in Acumen Strategic Partners, unless each individual signs up under the same Sponsor or one of them sponsors the other. Married couples may hold only one Team Partner position.

Allowing more than one position per household invites phantom or surrogate positions. Acumen Strategic Partners may restrict positions to one per household and reserves the right to terminate or merge positions it believes, in its reasonable opinion constitute a phantom or surrogate for another position or person.

6i. Transfer / sale / disposition of an Independent Team Partner position

An Independent Team Partner position can be inherited or bequeathed (provided certified copies of the death certificate, will, and such other documents requested by Acumen Strategic Partners have been received and approved). Subject to Acumen Strategic Partners' prior review and approval, which approval Acumen Strategic Partners may grant in its sole discretion, an Independent Team Partner may sell or transfer his / her Independent Team Partner position upon written notification to Acumen Strategic Partners and the completion of the appropriate transfer of Independent Team Partner position forms. Any such sale or transfer requires company consent and must be on the terms approved by Acumen Strategic Partners and in accordance with these Policies and Procedures. The written notification shall involve written certification by the buyer that the following is true and accurate:

- 1) That as a result of the sale or transfer, the buyer will have no other Independent Team Partner position with Acumen Strategic Partners and no financial interest in another Independent Team Partner position (the only exception to this rule is that a person who inherits a second position may operate two positions; provided certified copies of the death certificate, will, and such other documents requested by Acumen Strategic Partners have been received and approved);
- 2) That the buyer has completed and attached to the certification his / her fully completed application to become an Acumen Strategic Partner. In order to be accepted as a new Independent Team Partner the buyer must not have been an Independent Team Partner within the previous six (6) months;
- 3) That a position sale / transfer form is fully completed in all respects. This form is available through Team Partner Support;
- 4) That all persons owning an interest in the transferred position immediately after the sale are listed in the certification form by name, address and Identification Number together with an accurate description of the actual interest of each such person in and to the sold position;
- 5) An administration fee of £95 (plus VAT) is charged for all business transfers; this must be enclosed with all applications. Upon confirmation of a successful transfer request, Acumen Strategic Partners will amend the company record and notify the upward Independent Team Partners (in each Phase) in the transferring Independent Team Partner's line of sponsorship.

6j. Change of Sponsorship

Due to the ethical challenges caused by Sponsor change requests within the organisation, Acumen Strategic Partners will only allow the change from one Sponsor to another if specifically the following conditions are met:

- 1) The transferring Independent Team Partner obtains a signed Agreement from the five upward Independent Team Partners in their line of sponsorship (this Transfer of Partnership form can be obtained from Team Partner Support). It is the transferring Independent Team Partner's responsibility to seek the signed Agreements of the upward Independent Team Partners in their line of sponsorship not Acumen Strategic Partners;
- 2) No Team Partner can unreasonably withhold their permission in which case the discretion and decision of the company is final. The transferring Independent Team Partner then resigns in writing;

3) The transferring Independent Team Partner re-registers under their new Sponsor by completing a new Independent Team Partner Agreement and paying the standard enrolment fee as laid out in the Team Partner Income Plan. They are then assigned a new Independent Team Partner Agreement.

Any customers or Independent Team Partners registered by the Independent Team Partner under the original (old) Independent Team Partnership remain under that Independent Team Partnership and cannot be transferred.

Independent Team Partners applying for their Sponsor change are not permitted to then apply for an existing Acumen Strategic Partners' business under section 6i. Upon confirmation of a successful change of Sponsorship request, Acumen Strategic Partners will amend the company record and notify the upward Independent Team Partners concerned. An administration fee of £95 (plus VAT) is charged for all Sponsor transfers and must be enclosed with all applications.

Other than the above the only action an Independent Team Partner may take to affect a change of Sponsorship is to voluntarily terminate their Independent Team Partner position by submitting a written resignation letter to Acumen Strategic Partners and then re-applying as a new Independent Team Partner once a period of six (6) months has elapsed from the date of resignation. In this case, a completed Transfer of Sponsorship form is not required. Upon any such re-registration the applicant is not required to re-join under their original Sponsor.

6k. Trademarks / approved literature / sales aids

Independent Team Partners understand and agree that they will not, in written or electronic form use the company name or the trade names, logos, copyrighted material, trademarks or service marks (the "Marks") of Acumen Strategic Partners except in materials provided by and approved by the company. Unauthorised use or duplication of the Marks is a violation of the law and will result in immediate termination.

61. Change of personal details

Independent Team Partners must update any change to their personal details as they occur through their Team Partner back-office portal.

6m. Purchase limitations

Acumen Strategic Partners will not, under any circumstances accept an amount greater than £200 (including VAT) within the period of seven (7) days following acceptance of the Independent Team Partner Registration and Agreement. Independent Team Partners agree that their consistent primary emphasis shall be on winning customers from both Independent Team Partner and non-Independent Team Partner consumption and sales via our third-party product partners.

6n. Charges to other Independent Team Partners

An Independent Team Partner may require other Independent Team Partners attending his or her Development Day or Business Presentation or Independent Training to contribute not more than £5 towards direct meeting expenses or £15 towards direct meeting expenses when including catering expenses.

60. Solicitation by Prize or Drawing

Non-Acumen Strategic Partners sales programmes: Independent Team Partners may not solicit, train, instruct or obtain new or existing customers or Independent Team Partners by means of or in connection with any non-Acumen Strategic Partners lottery, drawing, prize or incentive nor by means of, or in connection with, any non-Acumen Strategic Partners product or service or Income Plan. For a more detailed explanation of the Acumen Strategic Partners policy on advertising and promotion refer to Section 9: Advertising and Promotion.

6p. Endorsement of Special Interest Groups

Independent Team Partners are of course free to endorse, support and participate in any lawful group, cause or organisation of their choosing but may not do so in connection with their Acumen Strategic Partners' business nor shall an Independent Team Partner represent that Acumen Strategic Partners endorse or support any special interest group or cause without prior written consent.

7. Presentation of Acumen Strategic Partners' Services and Opportunity

7a) The Acumen Strategic Partners' Business Presentation

The Acumen Strategic Partners' Business Presentation is designed for Independent Team Partners to present clearly and easily the Acumen Strategic Partners' Business Opportunity in a lawful manner. Independent Team Partners understand and agree that only materials produced by Acumen Strategic Partners ("The Corporate Materials") may be used in Business Presentations and Independent Trainings. Independent Team Partners will not make false or misleading statements about Acumen Strategic Partners and/or the Independent Team Partner opportunity. In presenting the Acumen Strategic Partners' Business Opportunity to prospective Independent Team Partners only those figures produced by Acumen Strategic Partners may be used. The use of any written or verbal income projections is strictly prohibited. Independent Team Partners shall present the Acumen Strategic Partners' opportunities of customer and Independent Team Partner acquisition as separate relationships to Acumen Strategic Partners so that each prospective Independent Team Partner shall choose only those relationships with Acumen Strategic Partners which he/she truly desires. Any unauthorised variation from the Business Presentation, Independent Training or Corporate Materials may result in legal action against the Independent Team Partner. Upon becoming aware of a violation, Acumen Strategic Partners may take certain actions including but not limited to suspension or termination of contract. Acumen Strategic Partners periodically audits Independent Team Partner Business Presentations to ensure wholesale compliance to this policy.

7b) Income guarantees

No guarantees of any income or assurances of any profits or success are made by Acumen Strategic Partners. Furthermore, any financial success resulting from activities as an Independent Team Partner will occur only in relation to the sale of commercial services and products offered by Acumen Strategic Partners or its 3rd-party product partners and any success achieved will be based entirely upon the Independent Team Partner's commitment, skill, time and hard work invested in the business.

7c) Regulatory endorsement

Independent Team Partners understand that no regulatory authority ever endorses or approves any service, product, membership, income programme or company and will make no such claim to others.

7d) Indemnification

The Independent Team Partner agrees to indemnify and to hold Acumen Strategic Partners blameless from any and all claims, damages and expenses including all legal fees arising from any actions or conduct in violation of Acumen Strategic Partners' Terms and Rules of Operation and these Policies and Procedures.

8. Commissions

8a. Activation

Acumen Strategic Partners will administrate its Team Partner Income Plan to "Active" Independent Team Partners. An "Active" Independent Team Partner is one who has:

- 1) paid their Team Partner monthly renewal and administration fee of £5 (+VAT);
- 2) set-up a monthly Continuous Payment Authority (via Direct Debit);
- 3) paid the "peer-to-peer" Partner support fee to the appropriate upward Team Partner, and;
- 4) been formally accepted on to the Acumen Strategic Partners' system.

8b. Commission structure

The Acumen Strategic Partners Income Plan is designed to ensure each Independent Team Partner begins with and maintains a genuinely equal opportunity to progress and create income. Our simple, four-phase, "peer-to-peer" commission structure is designed to deliver powerful leverage as a reward for helping and supporting those you personally enrol on to your team. The more people you personally enrol and the more you help and support those personally enrolled Team Partners, the more you can earn. Active training and field support is provided by the personal sponsor, leadership in the line of sponsorship and the Acumen Strategic Partners' Corporate Team.

9. Advertising and promotion

Acumen Strategic Partners actively encourage its Independent Team Partners to promote the company's services and opportunity. The following rules provide a positive guide for all Independent Team Partners to promote ethical marketing practices and to avoid jeopardising the integrity and reputation of Acumen Strategic Partners and its Independent Team Partners.

9a. Use of Acumen Strategic Partners' name, logos and trademarks

Acumen Strategic Partners reserves the sole right to use the Company name, logo and trademarks or those of its suppliers. Independent Team Partners are prohibited from using the Acumen Strategic Partners' name, logo and trademark or those of its suppliers in any form except in advertisements or other promotional matter which have been provided by Acumen Strategic Partners. Approval to use the Acumen Strategic Partners' logo (artwork available from the Corporate Office) is given to all Independent Team Partners. All business cards bearing the Acumen Strategic Partners name must only use the approved Acumen Strategic Partners' template to ensure consistent quality, image and graphics. All advertising materials that mention Acumen Strategic Partners relating to either an Acumen Strategic Partners' meeting or the Acumen Strategic Partners' business opportunity must be approved by Acumen Strategic Partners prior to use. Independent Team Partners are allowed to advertise without the need for approval from Acumen Strategic Partners on the understanding that they do not use the Acumen Strategic Partners' name in their advertisements. If an Independent Team Partner wishes to use the Acumen Strategic Partners' name, logo or trademark in any way in any advertisement, only those advertisements set out for use by Independent Team Partners are approved for use. These preapproved advertisements bearing the Acumen Strategic Partners' name have been examined and approved by Acumen Strategic Partners to ensure they operate entirely within the law and so cannot be altered in any way. Independent Team Partners may produce their own advertisements that include the Acumen Strategic Partners' name or reference to Acumen Strategic Partners but prior to any use they must be approved in writing by Acumen Strategic Partners to ensure they meet existing guidelines. Independent Team Partners may not create, use or sell any sales aids or novelty or promotional materials (such as T-shirts, key chains, coffee mugs, pens or any similar type items) in connection with their Acumen Strategic Partners business except those provided by Acumen Strategic Partners.

9b. Media enquiries: Personal appearances by Partners and contributions to broadcast media

Occasionally, Team Partners may be contacted by sections of the media. When this occurs, the Independent Team Partner must immediately refer such enquiries directly to Acumen Strategic Partners. Independent Team Partners are strictly prohibited from representing (without prior permission) Acumen Strategic Partners in any public media arena and from using any media forum including, but not limited to news releases, articles and television, cable or radio talk show appearances to promote or publicise Acumen Strategic Partners' services or products. Such a policy is necessary to ensure an accurate and consistent public image. Accordingly, no Independent Team Partner shall develop, promote or participate in any print, audio or visual media presentation concerning or referring to Acumen Strategic Partners without permission from the Acumen Strategic Partners' Corporate Office.

9c. Electronic media

Acumen Strategic Partners permits Independent Team Partners to establish a home page or social media platform on the internet to promote their Acumen Strategic Partners business. Any such webpage must include the term "Independent Team Partner" alongside the Independent Team Partner's name whenever the Acumen Strategic Partners name is used. Generic websites, personal "landing-pages" and social media platforms that do not make specific reference to Acumen Strategic Partners are permissible without the requirement to include the term "Independent Team Partner". The soliciting of Independent Team Partners via bulk email (spamming) campaigns and social media (slamming) campaigns is not permitted under any circumstances. Contravention of this policy will result in suspension / termination. Social media advertising is not permitted without the prior review, approval and written consent of Acumen Strategic Partners when using the Acumen Strategic Partners name in the advertisement or post. Criteria for approval of these materials will include a judgement as to the aesthetic quality and professionalism of the materials, as well as ensuring that they have properly set forth the independent status of the Independent Team Partner. Acumen Strategic Partners reserve the right to reject such advertising materials for any reason at its discretion.

9d. Telephone procedures

Acumen Strategic Partners prohibits Independent Team Partners from answering the telephone in any manner that may give callers a reason to believe that they have reached the Corporate Offices of Acumen Strategic Partners. Specifically, Independent Team Partners are prohibited from answering the telephone by responding "Acumen Strategic Partners" or by using any other form of the Acumen Strategic Partners name. Use of the Acumen Strategic Partners name in telephone number listings is also prohibited unless the title "Independent Team Partner" accompanies the Independent Team Partners' name in the listing.

9e. Conventions and trade shows

Independent Team Partners may pro-actively promote their business at trade shows and conventions provided they have received from Acumen Strategic Partners prior to commencement written approval to use the Acumen Strategic Partners' corporate name, logo and trademarks or those of its suppliers on signs, banners or any other promotional material.

9f. Solicitation

Acumen Strategic Partners strictly prohibit Independent Team Partners from knowingly sponsoring or directly or indirectly helping others to sponsor into any other sales or network marketing organisation any Independent Team Partner not personally sponsored. Independent Team Partners may not be involved directly or indirectly in the solicitation of customers to any other company offering similar services. Whilst Acumen Strategic Partners recognise and respects (and even encourages) an individual's right to practice with non-competitive services and opportunities, Independent Team Partners are required to behave in a moral and ethical manner. Should Independent Team Partners actively solicit Acumen Strategic Partners' customers or Independent Team Partners not personally sponsored to any non-Acumen Strategic Partners opportunity, (referring to cross sponsoring / pitching) this will result in suspension and termination.

10. Compliance

These Policies and Procedures were created as a guideline for Acumen Strategic Partners and all Independent Team Partners and serves to protect the rights of both parties. The Policies and Procedures ensure the proper functioning of daily business operations. Any Independent Team Partner who violates any provision of the Independent Team Partner Agreements which includes these Policies and Procedures and the Terms and Rules of Operation may be suspended or terminated by Acumen Strategic Partners.

10a. Complaint procedure

Upon learning of an alleged violation of the Policies and Procedures the Independent Team Partner concerned is advised by Acumen Strategic Partners to contact the Independent Team Partner in alleged breach and advise them of the appropriate guidelines of the company, reference the specific section in the Policies and Procedures and discreetly discuss the matter with him / her. In the unlikely event the alleged violator shows no willingness to co-operate, the Independent Team Partner should (only) then report the matter to Acumen Strategic Partners. This should be done in writing to the Compliance Officer. Reporting must include specific names, addresses, dates, times and places. The complainant must always provide specific details to demonstrate the alleged violation. In addition, any further written statements should also be included along with any further evidence to assist the allegation. The statement must be signed along with the name of the complainant. Anonymous complaints will be acknowledged as sufficient evidence of breach of contract. Only Acumen Strategic Partners will determine if any breach of their Policies and Procedures has been made. Any such decision will only be made when all relevant information has been received and not before. Acumen Strategic Partners, in its sole and absolute discretion may impose any remedy or sanction it determines best addresses the issue. Upon receipt of the complaint / alleged violation, Acumen Strategic Partners will write to the Independent Team Partner in alleged violation. This letter will state the specific complaint and the corrective action required. If the corrective action is not received from the Independent Team Partner then further steps will be taken under Section 11 of the Policies and Procedures.

11. Suspension/termination

11a. Termination of Independent Team Partner status

An Independent Team Partner business may be terminated by Acumen Strategic Partners should any of the following occur:

- 1) Failure to renew Team Partner "Active" status as defined in the Policies and Procedures;
- 2) Any material breach of any of the terms or provisions of the Independent Team Partner Agreement or these Policy and Procedures;
- 3) Acumen Strategic Partners elect to terminate its Independent Team Partner programmes, following thirty (30) days advance written notice to participating Independent Team Partners;
- 4) A cheque submitted by the Independent Team Partner is unable to be cleared by Acumen Strategic Partners' bank.

11b. Voluntary termination procedure

This Agreement may be voluntarily terminated by the Independent Team Partner at any time with fourteen (14) days written notice for any reason by submitting a personally signed letter stating resignation to: Acumen Strategic Partners Ltd, Partner Services, Suite A, 82 James Carter Road, Mildenhall Industrial Estate, Bury St. Edmunds, Suffolk, IP28 7DE or by fowarding to support@acumenstrategicpartners.com. Termination will become effective upon receipt by Acumen Strategic Partners. The resigning Independent Team Partner may re-apply after six (6) months from effective date of resignation.

11c. Company termination procedure

At the discretion of Acumen Strategic Partners, Independent Team Partners may be suspended or terminated immediately if they discredit the name of Acumen Strategic Partners or any of its suppliers, violate any terms of their Independent Team Partner Agreement (including these Policies and Procedures) or misrepresent Acumen Strategic Partners by making claims contrary to Acumen Strategic Partners' literature or for any other material cause. When a decision is made to suspend or terminate an Independent Team Partner, Acumen Strategic Partners will inform the Independent Team Partner in writing that he/she is or may be suspended or terminated immediately, effective on the date of the written notification or other specified date. The Independent Team Partner will have ten (10) days from the date of posting the letter in which to respond to (and thereby appeal) the suspension or termination in writing. The Independent Team Partner's appeal correspondence must be received or postmarked within ten (10) days of the company's suspension / termination letter. If the appeal is not received or postmarked within this ten (10) day period, this failure to respond in a timely fashion will be considered acceptance of the suspension / termination. If an Independent Team Partner files a timely appeal of suspension / termination, Acumen Strategic Partners will review and consider the suspension / termination, consider any other relevant information and notify the Independent Team Partner of its decision. The decision of Acumen Strategic Partners shall be final and subject to no further review. Suspension / termination will become effective as of the original designated suspension / termination date.

11d. Effect of termination

In the event of termination, the Independent Team Partner's web-portal will be permanently deleted and all commissions will cease being paid as of the effective date of the termination. A terminated Independent Team Partner must cease to operate as an Acumen Strategic Partner, cease to promote Acumen Strategic Partners services and cease to use the Acumen Strategic Partners' name, logo and trademarks.

12. Amendments

Independent Team Partners understand that in order to maintain a viable and competitive marketing programme and to comply with changes in law and economic conditions Acumen Strategic Partners may modify, delete or add to existing Policies and Procedures as well as modifying its Terms and Rules of Operation, Income Plan, services and charges. Such modifications to the Policies and Procedures, Terms and Rules of Operation, Income Plan, services and charges thereto shall, upon written notice to the Independent Team Partner or by publication in any Acumen Strategic Partners' newsletter become a binding part of the Independent Team Partner Agreement.

13. Waiver

No term or condition shall deem to have been waived (nor shall there be any attempt to enforce any of the terms or provisions of this Independent Team Partner Agreement), except by written instrument of the authorised party charged with such waiver. It is further understood that a waiver at any time of any of the terms or provisions shall not be construed as a waiver of any of the other terms or provisions and that a waiver at any time of the terms or provisions shall not be construed as waiver at any subsequent time of the same terms or provisions.

14. Severability

Should any portion of these Policies or Procedures or the Independent Team Partner Agreement or any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such policies, application or instruments shall remain in full force and effect. The Independent Team Partner understands this Agreement is governed under English Law. The parties agree that any claim, dispute or other difference between them may, at the discretion of Acumen Strategic Partners be exclusively resolved by binding arbitration. This provision shall not be construed so as to prohibit Acumen Strategic Partners from initiating proceedings in any court of competent jurisdiction.