

## SFR Member Compliance Policy (the “Policy”)

Last Revised on 22.04.2023

In being a SFR Member of SFR’s (“SFR”, “us”, “our” or “we”) Loyalty Programme (“Programme”), certain responsibilities and duties are expected of Members in their method of promoting and marketing our Packages and for referring potential Members to the Programme. This Policy shall be read alongside our Terms and Conditions ([goldensparrowfinancial.com/termsandconditions](http://goldensparrowfinancial.com/termsandconditions)) (“Terms”), the SFR Loyalty Programme Plan ([goldensparrowfinancial.com/SFRloyaltyprogramme](http://goldensparrowfinancial.com/SFRloyaltyprogramme)) (“Plan”), the Privacy Policy ([goldensparrowfinancial.com/privacypolicy](http://goldensparrowfinancial.com/privacypolicy)) and any other policy that we may implement from time to time. Any definitions set out in our Terms shall be deemed to apply to the below provisions, unless expressly stated otherwise. The Terms and the Plan contain the essential details of the relationship between SFR and the Members. In addition to these, Members must abide by this Policy and the following terms which sets forth the basic fair and ethical principles and practices Members must adhere to in exercising

their duties under the Terms, particularly in marketing and promoting our Packages.

### A. CODE OF CONDUCT

#### 1. Member Recruiting Practices

1.1. Members shall not promote or market our Packages in any deceptive, false, unethical or unlawful way. Members shall not make any statements, promises or testimonials that are likely to mislead clients or prospective Members.

1.2. Members must comply with all applicable laws and regulations. Compliance with such laws and regulations by Members is a condition of acceptance by, and continuing to be a Member of, the Programme.

1.3. Any information provided by Members concerning our Packages and its marketing for referral purposes shall be accurate and complete. Members are prohibited from making any representations or promises that cannot be verified or fulfilled or present any marketing opportunity in a false, deceptive or misleading manner.

1.4. Members shall not induce a client to purchase our Packages by claiming that all or part of the purchase price can be recovered by referring other clients or potential Members.

1.5. Members shall respect a client’s lack of commercial experience and shall not abuse their trust. This can include, but is not limited to, exploiting a client’s age, illness, handicap, lack of understanding or unfamiliarity with a language.

1.6. SFR is not a financial institute, thus, Members cannot advertise SFR as such.

1.7. Members must not give any guarantee of returns or financial income whatsoever. This includes any guarantees of bonuses that may be earned by potential Members from the SFR Loyalty Programme.

1.8. Members must also conduct their promotion and marketing activities in the spirit of fair competition with other Members and without infringing their rights.

#### 2. Identification and Privacy

2.1. In approaching clients or potential Members, SFR expects Members to identify themselves truthfully and clearly, to be honest about the nature of the Packages and the purpose for the solicitation. Members are expected to approach clients in a polite manner and during reasonable hours. Members must not forcefully market or promote the Packages to clients and shall halt any promotion or marketing to such client upon

their request.

2.2. Members shall take reasonable appropriate steps to protect all private information provided by a client or a prospective Member.

3. Promoting SFR and our Packages

3.1. Members shall also ensure that any oral, written or visual claims or representations concerning the following shall remain truthful, accurate and is not presented falsely, deceptively or misleadingly regardless if made directly or by implication:

- (a) SFR's Packages or the SFR Loyalty Programme;
- (b) Other Members' earned bonuses, including former and current Members;
- (c) Potential bonuses to be earned by prospective Members; and
- (d) the Products made available through our Packages, their standard, quality or value, any testimonial, sponsorship or approval, their performance, place of origin or any guarantee or warranty, ("Representations").

3.2. In addition to Clause

3.1. Members must also be able to prove such Representations with facts or reliable evidence.

3.3. Members shall not do anything to harm, tarnish or in any way negatively affect the image or reputation of SFR or any of its representatives and/or Partners.

3.4. Members shall not make misleading comparisons of another company's marketing opportunities or products. If any comparison is to be made, they must be based on facts or can be proven with reliable evidence. Members shall not degrade any other company, business or product in a false or misleading manner and shall not take unfair advantage of any company's trade name, business or product either directly or by implication.

3.5. Members are strictly prohibited from creating their own marketing and/or promotional material, including, but not limited to, advertisements, social media posts, articles, statements, photos, illustrations and any other type of promotional material, – only SFR shall be entitled to prepare such materials. Members can download SFR approved marketing materials from our Website and/or through the Member's back office and shall only use such materials in accordance with this Policy and the Packages Agreement.

3.6. Members understand and agree that any marketing material they have created, including any amendments they have made to SFR's approved marketing materials, without the prior written consent of SFR shall be considered a breach of these Terms and our Compliance Policy.

3.7. Members shall not use any marketing and/or promotional materials in relation to our Packages in a way that is inconsistent with this Policy and/or the Packages Agreement.

3.8. Members shall provide clients with accurate information regarding the Packages' price, credit terms, terms of payment, after-sales service (if applicable) and delivery dates.

3.9. If a client asks a Member a question, Members shall give understandable and accurate answers. Members shall only make claims and Representations in relation to our Packages to the extent they are authorised by SFR.

3.10. In presenting the marketing opportunities within SFR and making such Representations to prospective Members, Members must make it clear with sufficient information that: (a) potential bonuses from marketing opportunities with SFR depends

on factors such as performance, time committed, skill level, etc. and can vary significantly between Members; and (b) any bonuses presented are not guaranteed.

3.11. Members are expected to provide clients and prospective Members with necessary information sufficient enough to enable them to make a reasonable evaluation of our Packages and the opportunity to earn Points as a SFR Member.

3.12. Members must ensure any Representations they make are documented and verified. Members must maintain such documentation and verification and shall make it available to SFR upon written request.

3.13. Members acknowledge and agree that they shall not act as a spokesperson nor shall they make any statements on behalf of the Company and/or the Partners. Any enquiries by the media or any requests to comment on matters in relation to the Company shall be immediately referred to us.

3.14. Following Clause 3.13, Members understand and agree that they shall be fully liable and responsible for any statements and/or comments they make in relation to the Company and/or the Partners without SFR's written consent.

#### 4. Terms of Sale

4.1. Members shall not be permitted to directly sell the Packages to clients and shall only be entitled to promote and market the same in accordance with this Policy, the Terms and the Packages Agreement. In the event a client wants to purchase any of the Packages, Members shall direct them to the Website where the Packages can be bought directly.

4.2. All terms of sale shall be subject to our Terms.

4.3. Members shall not misrepresent terms of sale to clients. This can include, but is not limited to, claims relating to, Packages prices, capability, performance, availability, existence of a return policy, etc.

#### 5. SFR's Authority

5.1. SFR shall have the sole authority to determine where a breach of this Policy has occurred.

5.2. Following Clause 5.1, SFR shall have the authority to determine whether a practice is deceptive, unlawful or unethical under this Policy. Compliance with any other applicable law or regulation shall not be considered a defence against SFR's determination that a practice is deceptive, unlawful or unethical.

5.3. SFR will be able to cease the activities of a Member and terminate the Member's Account, Packages and/or access to the Website, if the Member in question has breached any of the terms of this Policy. Furthermore, SFR is entitled to revoke any Points and/or other bonuses the Member may be entitled to or retain the whole or any part of the amounts in their Account's cash wallet.

#### 6. Complaints and Breach of this Policy

6.1. In the event any person shall complain that a Member has engaged in any improper course of conduct that is in breach of this Policy or the Packages Agreement, SFR shall promptly address the complaint and shall take reasonable steps to investigate the claimed breach.

6.2. In the absence of a complaint, SFR shall also be entitled to investigate a Member if SFR has a reason to believe a Member has breached this Policy.

6.3. In the event a Member has been proven to have breached this Policy, SFR shall be

entitled to impose a specific remedy. If the Member refuses to comply with any remedy imposed by SFR, SFR shall be entitled to terminate the Packages Agreement, the Member's Account and/or Packages and access to the Website.

6.4. In accordance with Clause 6.3, SFR may impose remedies such as cancellation of orders, refund of payments, warnings to Members, penalties or any other actions that may be deemed necessary or reasonable in SFR's opinion. This may also include the revocation of any Points and/or other bonuses the Member may be entitled to or the retention of the whole or any part of the amounts in their Account's cash wallet.

6.5. If a Member's Account is to be terminated, please refer to the termination-related clauses found in our Terms.

#### 7. Exclusion of Liability

7.1. SFR shall in no way be liable to any party whatsoever for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with a Members breach of any term of this Policy.