

PMA METALS - STATEMENT OF POLICIES AND PROCEDURES

Effective October 24, 2024

SECTION 1.0 – INTRODUCTION

1.1 MUTUAL COMMITMENT STATEMENT

PMA Metals is committed to supporting its members and Members in building ethical, sustainable, and empowering income opportunities. In return, we ask our Members to operate with integrity, professionalism, and adherence to these Policies and Procedures. We believe in mutual accountability and a unified commitment to growth and excellence.

1.2 POLICIES AND Rewards PLAN

This document outlines the governing policies for all PMA Metals Members. These policies, along with the PMA Metals Rewards Plan, form the foundation of our partnership and define expectations, operational guidelines, and Rewards terms. All Members agree to comply with these rules by virtue of their enrollment.

1.3 PURPOSE OF POLICIES

These Policies and Procedures serve to protect PMA Metals, its brand, and its members, while also fostering a positive environment for entrepreneurship. They are intended to guide Member behavior, clarify responsibilities, and ensure consistent business practices.

1.4 CHANGES, AMENDMENTS, OR MODIFICATIONS

PMA Metals reserves the right to revise these policies at any time to reflect company growth, regulatory changes, or market conditions. Members will be notified of all updates, which become binding upon publication.

1.5 DELAYS

PMA Metals shall not be held liable for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to natural disasters, power outages, or regulatory intervention.

SECTION 2.0 – BASIC PRINCIPLES

2.1 Becoming a Member

To enroll as a Member with PMA Metals, individuals must be at least 18 years of age and complete the official registration process. By doing so, the Member agrees to all current PMA Metals Policies and Procedures, as well as the Rewards Plan and Member Agreement.

Note: A one-time, suggested \$29 contribution is encouraged to help support our mission and unlock lifetime membership benefits.

2.2 New Member Registration

New Members must complete the official enrollment form via our online portal or an authorized representative. Registration must include accurate personal details and acknowledgment of this policy manual. PMA Metals reserves the right to approve or reject any application.

2.3 Rights Granted

Upon approval, Members receive the non-exclusive right to refer PMA Metals Association benefits and services, enroll other Members, and earn Member Rewards and Performance Rewards as defined in the Rewards Plan.

2.4 Identification Numbers

Each Member will receive a unique PMA ID number, used for internal tracking and Rewards payments.

2.5 One Business Per Member

Only one PMA Metals Membership may be registered per individual, unless otherwise authorized by trustees leadership in writing.

2.6 Renewals and Expirations

While the \$29 lifetime contribution provides ongoing access to all Precious Metals education. Members are responsible for maintaining their active status in accordance with current Rewards eligibility rules and package terms.

2.7 Business Entities

Members may operate through a business entity (LLC, corporation, etc.) provided all individuals with ownership interests are disclosed, and a designated contact is appointed.

2.8 Independent Business Relationship

Members act as independent contractors and are not employees of PMA Metals. Members are solely responsible for all applicable local, state, and federal taxes.

2.9 Errors or Questions

Members must report discrepancies in earnings, product shipments, or profile data within 30 days of occurrence. PMA Metals is not liable for errors reported beyond this window.

2.10 Governmental Approval or Endorsement

Members shall not claim that PMA Metals or its products have been endorsed or approved by any government agency. Any such misrepresentation is grounds for disciplinary action.

SECTION 3.0 – Member RESPONSIBILITIES

3.1 Leadership and Training

Members are expected to lead by example. This includes:

- Conducting themselves ethically and transparently
- Offering guidance and support to their members
- Staying up to date with PMA Metals training resources and updates

3.2 Constructive Feedback & Ethics

Constructive feedback to PMA Metals is encouraged and welcomed. Members should maintain professionalism and avoid using public channels to air grievances or disputes that could damage the associations reputation.

3.3 Non-Disparagement

Members must not publicly disparage PMA Metals, its team, products, Rewards structure, or other Members. Negative or harmful statements—whether online, in person, or through any media—are strictly prohibited.

3.4 Reporting Policy Violations

Members are encouraged to report any known violations of these policies to PMA Metals association. Reports should be made in good faith and will be handled confidentially.

3.5 Sponsorship Guidelines

Members are responsible for ensuring they personally enroll new members under their sponsorship and provide adequate support and training. Misleading or deceptive enrollment practices are strictly prohibited.

3.6 Cross-Sponsoring Prohibition

Cross-sponsoring—referring an existing PMA Metals Member into another downline—is not allowed. Violations can result in immediate termination.

3.7 Adherence to the Rewards Plan

Members must follow all rules and structures outlined in the PMA Metals Rewards Plan. Misuse or manipulation of the plan undermines the fairness of the association and will not be tolerated.

3.8 Legal Compliance

Members are required to operate in compliance with all PUMA and relevant laws, regulations, and ordinances in their area—including referring, taxation, and business licensing.

3.9 Tax Responsibilities

All members are fully responsible for reporting and paying any and all income taxes derived from PMA Metals Member Rewards or Performance Rewards.

3.10 Household Conduct

Members are responsible for the conduct of all household members and Members individuals connected to their PMA account. Misconduct by close members can result in disciplinary action against the primary account holder.

3.11 Outside Business Activities

Members may participate in other ventures they deem necessary to support themselves and or their families.

3.12 Presentation Standards

All presentations of PMA Metals—whether for products, memberships, or income opportunities—must be accurate, transparent, and free from misleading statements or unrealistic claims.

3.13 The Rewards Plan Governs

In the case of any confusion or conflict, the official PMA Metals Rewards Plan will take precedence over promotional materials, third-party tools, or verbal representations.

SECTION 4.0 – PAYMENT OF Member Rewards AND Performance Rewards

4.1 Qualifications for Member Rewards and Performance Rewards

To be eligible for Member Rewards or Performance Rewards through PMA Metals, Members must:

- Be active and in good standing
- Maintain compliance with all company policies
- Meet the qualification criteria outlined in the PMA Rewards Plan
 Note: Participation in certain Performance Reward pools or leadership incentives may require additional qualifications, such as minimum enrollments or team volume.

4.2 Calculation of Member Rewards and Performance Rewards

Member Rewards are calculated based on:

- Sales volume generated by the Member and their team
- Rank or tier level, as defined in the PMA Metals Rewards Plan
- Eligibility status and package level

Member Rewards are typically calculated weekly or monthly, depending on the type of Performance Reward.

4.3 Adjustments and Discrepancies

If a sale is refunded, canceled, or disputed, the corresponding Rewards may be adjusted. PMA Metals reserves the right to deduct future earnings to correct previous overpayments or errors.

4.4 Timing and Payment Method

Member Rewards and Performance Rewards are paid electronically or by another method approved by the company. Payment timelines will be communicated clearly in the Member dashboard. Members are responsible for maintaining up-to-date payment details.

4.5 Unclaimed Member Rewards

If a Member fails to claim earned Member Rewards (e.g., due to outdated payment information) for 180 days, those funds may be forfeited at the discretion of PMA Metals.

SECTION 5.0 – RETURNS AND REFUNDS

5.1 Customer and Member Returns

PMA Metals is committed to customer satisfaction and honors all reasonable return requests in accordance with our Return & Refund Policy.

A. Product Returns

- Products may be returned within 30 days of delivery if they are unused, in original packaging, and accompanied by a valid receipt or proof of purchase.
- Return shipping costs are the responsibility of the customer unless the product was defective or an error occurred in fulfillment.

B. Membership Contributions

- The \$29 suggested contribution for lifetime membership is non-refundable, as it supports the operational and educational infrastructure of PMA Metals.
- Refunds for package upgrades (Bronze, Silver, Gold, Platinum) may be considered within 7 days of purchase if no promotional services or benefits were accessed.

C. Member-Initiated Returns

- Members may process a return on behalf of a customer by submitting a return request form along with the order details.
- Repeated return abuse may result in loss of eligibility for Member Rewards or disciplinary action.

5.2 Refund Adjustments and Impact on Earnings

- If a Rewards has already been paid on a product or service that is later refunded, PMA
 Metals reserves the right to adjust or deduct that Rewards from future payouts.
- Members are encouraged to maintain quality relationships and set honest expectations to reduce unnecessary returns.

SECTION 6.0 – PRIVACY POLICY

6.1 Introduction

PMA Metals is committed to respecting and protecting the privacy of all Members, and visitors to its websites or platforms. This Privacy Policy outlines how information is collected, used, and safeguarded.

6.2 Expectation of Privacy

Members should not expect that their personal data or business activity on PMA platforms is entirely private. PMA Metals may monitor accounts for compliance, analytics, and service improvements.

6.3 Employee Access to Information

Access to personal information is limited to authorized PMA Metals staff and partners with a legitimate business reason. All employees are trained in responsible data handling and confidentiality.

6.4 Restrictions on Disclosure

PMA Metals will not sell, rent, or disclose Member or Customer information to third parties without consent—except where required by law or necessary to maintain service operations (e.g., payment processors).

6.5 Security Measures and Breaches

We maintain administrative, technical, and physical safeguards to protect information against unauthorized access, disclosure, or misuse. In the event of a data breach, affected individuals will be notified in compliance with applicable laws.

6.6 Privacy and Confidentiality Standards

Members must also respect the privacy and confidentiality of other members Use of any contact lists, leads, or personal data obtained through PMA must align with association policy and must never be sold or distributed.

6.7 Data Use and Retention

PMA Metals retains data only as long as necessary to fulfill business and legal requirements. Members may request access to their data or request deletion in accordance with company policy and applicable privacy laws.

SECTION 7.0 – PROPRIETARY INFORMATION AND TRADE SECRETS

7.1 Business Reports, Tools, and Data

All information provided by PMA Metals to its Members—including but not limited to genealogy reports, Rewards structures, customer data, business tools, and system designs—is considered confidential and proprietary. This material is intended solely for business development within PMA Metals and must not be shared, copied, or used outside the organization.

7.2 Obligation of Confidentiality

Members are expected to maintain strict confidentiality with respect to any sensitive information gained through their role. This includes but is not limited to internal communications, system architecture, referring strategies, trade secrets, and the names or details of other Members.

7.3 Breach and Remedies

Any unauthorized use, disclosure, or reproduction of PMA Metals' proprietary information may result in disciplinary action, including immediate termination and potential legal action for damages. PMA Metals reserves all rights to pursue enforcement to the fullest extent permitted by law.

7.4 Return of Materials

Upon termination of the Member relationship—whether voluntary or involuntary—all confidential materials, documents, or intellectual property belonging to PMA Metals must be returned or deleted immediately upon request.

SECTION 8.0 – ADVERTISING, PROMOTIONAL MATERIAL, AND USE OF PMA METALS BRAND

8.1 Use of the PMA Metals Name and Brand

Members may use the PMA Metals name, logo, and brand materials only in accordance with approved guidelines. All promotional content must clearly represent the Member as an independent member—not as an employee or official representative of PMA Metals.

8.2 Email Marketing Guidelines

Members who send emails for referring purposes must:

- Follow anti-spam laws (e.g., CAN-SPAM Act)
- Include accurate sender information
- Provide a clear opt-out option
 Failure to comply may result in account suspension or termination.

8.3 Website and Third-Party Platform Usage

Members may create personal websites or landing pages for marketing purposes, but may not:

- Use "PMA Metals" in the domain name without approval
- Misrepresent themselves as the association entity
- Host replicated sites without authorization
- Post Rewards claims without disclaimers

8.4 Social Media and Online Communities

Members may promote PMA Metals on social media, provided:

- They disclose their status as independent Members
- They do not spam or tag PMA Metals accounts without reason
- They refrain from misleading income or product claims

8.5 Advertising and Printed Materials

Flyers, banners, ads, and printed materials referencing PMA Metals must be approved in advance if they will be used publicly or at large events. PMA Metals reserves the right to revoke permission for any material deemed off-brand or misleading.

8.6 Testimonials and Endorsements

All testimonials used in advertising must be truthful and reflect actual experiences. Any endorsements must disclose whether the person was compensated or incentivized.

8.7 Telemarketing Limitations

Members must not use robocalls, unsolicited bulk text messaging, or auto-dialers to promote PMA Metals. All outreach must comply with local telemarketing laws.

8.8 International Marketing

Members are allowed to market internationally only in countries where PMA Metals is officially open for business. Unauthorized international expansion is prohibited.

SECTION 9.0 – CHANGES TO Member STATUS AND ACCOUNT TRANSFERS

9.1 Modifying Your Member Agreement

Members may update their contact information, tax details, or business structure by submitting a written request to PMA Metals. All changes must be approved and recorded by the company.

9.2 Change of Sponsor or Placement (Active Members)

PMA Metals does not allow changes in referral or placement once a Member is active.

Exceptions may be made within the first 7 days of enrollment with written approval from all involved parties. No changes are permitted after Member Rewards have been paid.

9.3 Change of Sponsor or Placement (Inactive Members)

If a Member has been inactive for 6 months or more, they may re-enroll under a new sponsor. The original account must be formally canceled before a new position can be created.

9.4 Unethical Sponsoring

Soliciting another Member's team member for a different downline within PMA Metals is strictly prohibited. This includes encouraging a Member to cancel and rejoin under a new sponsor. Such actions are grounds for immediate disciplinary action.

9.5 Selling, Assigning, or Delegating Your Account

Member accounts are not automatically transferable. However, a Member may request to sell or assign their PMA Metals business with prior written approval from association. The receiving party must meet all eligibility requirements and agree to the current Member Agreement.

9.6 Separating a Shared Member Account

If two individuals jointly operate a PMA Metals business and later separate (e.g., due to divorce or business dissolution), PMA Metals will recognize the party who remains listed as the primary account holder unless otherwise directed by legal order.

9.7 Succession Planning

In the event of a Member's death or incapacity, their PMA business may be transferred to a legal heir or designated beneficiary upon proper documentation. PMA Metals must receive notification within 90 days.

9.8 Voluntary Termination

Members may cancel their account at any time by submitting a written termination request. Upon cancellation, they forfeit all rights to Member Rewards, team structure, and use of PMA assets.

9.9 Involuntary Termination

PMA Metals reserves the right to terminate any Member account for violations of policy, unethical behavior, or misuse of the brand. Terminated Members may not reapply for 12 months unless granted an exception.

9.10 Effect of Termination

Termination of an account—voluntary or otherwise—results in:

- Loss of downline and Rewards eligibility
- Forfeiture of proprietary training and systems
- Prohibition from using PMA names, logos, or materials

SECTION 10.0 – WARRANTIES AND LIMITATIONS OF LIABILITY

10.1 Warranty Disclaimer

PMA Metals offers all products and services "as-is" and makes no express or implied warranties beyond those required by law. This includes but is not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Members may not make any guarantees on behalf of PMA Metals beyond what is stated in official company literature. Doing so may result in disciplinary action, including loss of Member status.

10.2 Limitation of Liability

To the fullest extent permitted by law, PMA Metals shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to:

- Lost profits or income
- Business interruption
- Claims from third parties

PMA Metals' maximum aggregate liability under any circumstance shall not exceed the amount paid by the Member for the products or services directly related to the claim.

SECTION 11.0 – DISCIPLINARY SANCTIONS

11.1 Grounds for Disciplinary Action

PMA Metals reserves the right to take corrective action against any Member who violates these Policies and Procedures, the Member Agreement, or applicable laws. Grounds for disciplinary action include (but are not limited to):

- Misrepresentation of the PMA brand or Rewards Plan
- Unauthorized use of proprietary materials
- Cross-sponsoring or unethical recruitment
- Harassment, threats, or disruptive behavior
- Violation of marketing or advertising policies
- Failure to meet legal obligations (e.g., taxes)

11.2 Disciplinary Remedies

Depending on the severity of the violation, PMA Metals may apply one or more of the following actions:

- Issuance of a written warning or compliance notice
- Suspension of Rewards payments
- Termination of Member status and forfeiture of downline
- Legal action to recover damages or enforce rights
- Public notice of the disciplinary action (in extreme cases)

Disciplinary actions are taken at the sole discretion of PMA Metals and are intended to maintain the integrity of the company and protect the broader Member community.

SECTION 12.0 – GRIEVANCES AND DISPUTE RESOLUTION

12.1 Grievances

Members with concerns or grievances regarding PMA Metals operations, Rewards, or the behavior of another Member should first attempt to resolve the issue through direct communication. If unresolved, a formal complaint may be submitted in writing to PMA Metals association.

Complaints must:

- Be made in good faith
- Include supporting documentation
- Clearly describe the issue and any prior attempts at resolution

PMA Metals will review and respond to all formal grievances in a timely and impartial manner.

12.2 Liquidated Damages

In the event of a proven breach of contract or policy by a Member, PMA Metals may seek liquidated damages in amounts reasonably calculated to reflect the harm caused to the business. This clause does not waive PMA Metals' right to pursue other legal remedies.

12.3 Dispute Resolution and Arbitration

All disputes arising out of or relating to the Member Agreement, Policies and Procedures, or Rewards Plan shall be resolved by binding arbitration. This process:

- Will occur in the state of Texas (or PMA's principal place of business)
- Will follow the rules of the American Arbitration Association
- Will result in a final and enforceable decision by a neutral arbitrator

Members waive their right to bring class-action claims or seek relief through the court system, except to enforce an arbitration award.

12.4 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the PUMA, without regard to conflict-of-law principles.

SECTION 13.0 – MISCELLANEOUS

13.1 Severability

If any provision of these Policies and Procedures is determined to be invalid or unenforceable under law, the remaining provisions shall remain in full force and effect.

13.2 Waiver

The failure of PMA Metals to enforce any provision of these Policies at any time shall not constitute a waiver of PMA's right to enforce that provision or any others at a later date.

13.3 Successors and Assigns

These Policies and the Member Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives, and permitted assigns.

SECTION 14.0 – DEFINITIONS

For purposes of this Agreement, the following terms shall apply:

- **Member:** An individual or entity authorized to promote PMA Metals and earn Rewards under the Rewards Plan.
- Customer: A retail purchaser of PMA Metals products or services who is not an enrolled Member.
- **Rewards Plan:** The official document outlining Member Reward, Performance Rewards, ranks, and savings opportunities for Members.

- **Downline:** The organization of Members enrolled beneath a particular Member in the organizational hierarchy.
- **Genealogy:** A record of sponsor/enrollment relationships within PMA Metals.
- PMA Metals: Refers to the parent company and brand operating under these policies.
- **Sponsor:** The Member who personally enrolls another Member.
- **Upline:** The chain of sponsors above a particular Member in the organizational structure.