piSun

FRANCHISE ALLIANCE GOVERNANCE MODEL

Commercial Terms, Alliance Bylaws, Franchise Administration, Cross-ORG Rights & Governance Continuity

FULL FRANCHISE TERM: TWO (2) YEARS

FRANCHISE PRICE: USD $10,000,000

Certain consideration may be satisfied by specifically negotiated barter or services in place of all or part of the cash price.

Owner governance retained by piSun. Franchise authority is a time-limited license and does not convey ownership.

BOARD / MARKETING GOVERNANCE EDITION

This document states the intended piSun governance and franchise model. It should be incorporated into executed franchise agreements, bylaws, licensing instruments, and counsel-approved organizational documents before being treated as a binding legal instrument.

1. Executive Statement of the Model

The piSun model separates ownership, franchise administration, alliance membership, board authority, marketing rights, and commission rights. These are distinct governed relationships and are not to be inferred from one another.

CORE RULE: piSun retains ownership of its Alliance and Franchise ORGs. A franchisee receives a two-year license to administer an assigned franchise field, not ownership of that ORG.

Independent institutions remain independent institutions. A bank remains its bank; a university remains its university; a nation retains its governmental and sovereign institutions; and an airport remains under its lawful operator. What piSun governs is the piSun Alliance/ORG framework, the PSOP participation relationship, and the authority contractually delegated within that framework.

2. Franchise Term and Consideration

Term	Two (2) years - the full franchise license term.
Price	USD $10,000,000 for the two-year franchise license.
Barter / Services	Certain specifically negotiated goods, professional services, staffing, intellectual-property work, or other agreed consideration may be accepted in place of all or part of the USD $10,000,000 cash price.
Ownership	No ownership interest in the piSun Franchise ORG is conveyed to the franchisee.
Expiration	At the end of the two-year term, the franchise license and delegated franchise governance expire according to the governing agreement, and control of the piSun Franchise ORG remains with or returns to the piSun Owner/designated piSun authority.

The barter component is not automatic. Each substitution for cash consideration must be expressly documented, valued, approved, and incorporated into the applicable franchise agreement.

3. Owner, Franchisee and Post-Term Roles

The franchisee is an administrator under license, not an owner. The franchise relationship should therefore be represented as a grant of authority with a defined start date, expiration date, scope, obligations, and reversion/continuity rule.

Role	During 2-Year Term	After Term
piSun Owner	Retains ownership and ultimate piSun governance.	Continues ownership/governance.
Franchise Licensee	Administers assigned Franchise ORG within delegated scope; may develop sector bylaws and membership model.	Franchise authority expires; no ownership rights survive merely from the former franchise.
Administrative Board Member	As separately appointed or agreed.	Former franchisee may hold the contemplated administrative board role in the later England-based piSun group ORG/entity, with no ownership rights, subject to formal governing documents.
Commission Beneficiary	Receives compensation attributable under applicable commission rules.	Earned/continuing commission rights are preserved to the extent provided by the governing agreements and commission model.

4. Banking Franchise ORG and Banking Bylaws

The Banking Franchise illustrates the model. A qualified banker may receive a two-year Banking Franchise License. The banker does not own the Banking Alliance ORG. The banker is delegated authority to develop and administer the banking franchise within the scope of the franchise agreement.

A central deliverable of that franchise is the Banking Alliance Bylaws: the governance framework establishing the conditions under which banks and other eligible ORGs participate in the piSun banking alliance.



Banks electing to join piSun through this model would accept the applicable Banking Alliance bylaws and participation terms. The piSun layer may overlay or interface with existing institutional and monetary-network processes only to the extent legally, contractually, and technically authorized; it does not by itself displace banking law, regulatory authority, SWIFT rules, payment-network rules, or a bank's statutory governance.

5. Legal Franchise ORG - Counsel and Publication/Licensing Function

The contemplated Legal Franchise ORG has a specialized contribution to the Alliance governance system. Under the proposed barter/service model, the law firm provides two Head Attorneys who bring in forty (40) attorneys of their own for the Legal Franchise ORG, subject to the executed engagement, franchise, professional-responsibility, and jurisdictional requirements.

As part of the contemplated consideration and governance work, the Legal Franchise ORG would take the Banking Alliance bylaws and perform the legal drafting, review, formalization, publication and/or licensing work necessary to establish an authoritative governance instrument for participation in the relevant piSun ORG structure.

Counsel-developed and counsel-reviewed Banking Alliance bylaws, prepared for formal adoption and appropriate publication/licensing, with ownership, authorship, copyright, licensing, amendment authority, jurisdiction, and permitted-use rights expressly established by written agreement.

Because copyright generally protects original expression rather than abstract systems, procedures, methods of operation, or legal authority itself, the executed legal documents should specify exactly what is copyrighted, what is licensed, who owns each work product, and what contractual obligations make the bylaws binding on participating ORGs. This document intentionally does not declare those legal conclusions in advance of counsel's work.

6. Alliance Membership Under the Banking Governance Model

The intended model permits other ORGs to join piSun under the applicable Alliance structure. For banking-related participation, a participating Bank ORG would join the Banking Alliance subject to the Banking Alliance bylaws. Where a National ORG participates in banking-related piSun services under that same model, the applicable agreements must identify which Banking Alliance provisions apply to the National ORG and which matters remain solely within its governmental or sovereign authority.

The governance relationship is therefore an alliance and membership relationship, not an assertion that piSun owns the participating bank, nation, university, airport, or other institution.

7. Bylaws as First-Class PSOP Governance Objects

Alliance bylaws should be stored and governed as versioned PSOP records rather than treated as ordinary uploaded documents. Each participating ORG should be associated with the exact version it accepted.

Required Record	Purpose
Bylaw Set ID / Version	Identifies the exact governing instrument.
Drafting Authority	Records the banker, Legal Franchise ORG, counsel, committee, or other authorized drafter.
Ratifying Authority	Records who formally adopted the instrument.
Effective / Superseded Dates	Controls when each version governs.
Membership Requirements	Defines the conditions for an ORG to enter the Alliance.
Delegated Powers	Defines what the Alliance or administrator may actually do.
Acceptance Record	Shows which ORG accepted which version and when.
Amendment Procedure	Prevents silent or unauthorized changes.
Audit History	Preserves governance provenance and accountability.

8. Cross-ORG Marketing and Commission Rights

Franchise ORG members may, where authorized, market products or services belonging to other piSun ORGs. The authority to market is distinct from ownership and from the right to administer the product-owning ORG.

PSOP should attribute the originating relationship and apply the compensation model established for the relevant product, transaction, Franchise ORG, and participant. Expiration of franchise administration must not automatically erase commission rights that survive under the governing compensation agreement.

Authorized Marketer → Other piSun ORG Product → Qualified Transaction → Commission Attribution

9. Post-Term England Group ORG / Entity

The contemplated model provides that, after completion of the two-year franchise term, the former franchisee is entitled under the applicable governing agreements to an administrative board role in the new England-based piSun group ORG/entity. That role carries no ownership rights merely by reason of

former franchise status.

The eventual England entity, board composition, fiduciary duties, appointment mechanics, corporate form, and enforceability of any entitlement must be established in the formal constitutional and contractual documents prepared for that entity.

10. Governance Relationship Vocabulary

PSOP should not force every relationship into GOVERNS / SUBORDINATE_TO. The intended model requires explicit relationship types so that ownership, alliance, franchise, support, board service, commerce, and compensation remain separate.

OWNS • GOVERNS • SUBORDINATE_TO • ALLIED_WITH • ALLIANCE_MEMBER_OF • FRANCHISE_OF • FRANCHISE_LICENSED_TO • SUPPORTED_BY • ADMINISTERED_BY • BOARD_MEMBER_OF • APPOINTED_BY • MARKETING_AUTHORIZED_BY • COMMERCIAL_PROVIDER_OF • COMMISSION_ATTRIBUTED_TO

11. ORG DataCar Governance Record

The ORG DataCar is the durable organizational governance record for its ORG. It should preserve not only who currently administers the ORG, but the authority under which that administration exists and the commercial rights that may survive after administration ends.

- ORG identity and Alliance membership
- Bylaws, versions, ratification and acceptance
- Owner authority and delegated governors
- Franchise licenses, term and consideration record
- Board and administrative appointments
- Member ORGs and Patron roles
- Departments, endpoints and applications
- Support and maintenance delegations
- Cross-ORG marketing authority
- Transaction attribution and commission rights
- Governance history and audit records

12. Governing Implementation Principle



Owner governance is retained by piSun. ORGs organize that governance. Alliances establish institutional relationships. Bylaws establish their rules. Franchise licenses temporarily delegate administration. Patrons exercise granted authority. DataCars preserve the governing record. PSOP enforces the resulting relationships.

DOCUMENT STATUS

Governance and commercial model statement for board, marketing, franchise-development, and counsel review. This document is not, by itself, a signed franchise agreement, securities instrument, governmental agreement, legal opinion, or transfer of ownership. Binding rights and obligations should be established through executed agreements and formally adopted bylaws prepared for the applicable jurisdictions.