



## MARKETING REWARDS PROGRAM

Realstar Solar is pleased to offer its Marketing Rewards Program (the “Rewards Program”) to our local business customers who refer the RSS brand, products and services to family members, neighbors and associates! In order to participate in the Rewards Program, we ask that you execute this Agreement and agree to the Terms of the Rewards Program.

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Referral Name and Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Marketing Reward Amount: \$1,000 (One Thousand Dollars)

Sales Representative Signature: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

## Terms and Conditions

As of 9/22/2020, 2020 Realstar Solar (“RSS”) customers are eligible to receive the above Marketing Reward Amount for referral of the RSS brand, products and services. There is no limit to the number of referrals you can earn. RSS reserves the right to terminate the Rewards Program at any time for any reason. These terms (“Terms”) apply to your participation in the Rewards Program. By participating in the Rewards Program, you agree to use the Rewards Program as outlined herein, and consistent with any other terms RSS may apply to the Rewards Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Rewards Program.

You are eligible to receive the Marketing Rewards Amount for every qualified referral. You must complete and sign one Agreement for every individual referral. The amount of the Marketing Rewards Amount is based on the value of the referral. If multiple individuals submit a referral for the same eligible party, the Marketing Rewards Amount will be split.

This is a limited time, non-transferable offer and cannot be combined with any other offer. The Rewards Program is void where such referral programs are prohibited. Referrers must be legally able to participate in the Program and must be at least 18 years old. RSS reserves the accept or reject any referral in its sole discretion. Installation of referral system must be completed within one year of the referral submission to qualify for Rewards Program.

RSS reserves the right to change or discontinue the Rewards Program at any time in its sole discretion and without notice. Your continuous participation in the Reward Program will indicate your acceptance. Terms and conditions apply, and not every

individual will qualify for solar system installation.

RSS will notify you within 15 days after full acceptance of the completed installed system by the referred party that you are eligible for a reward. You must complete and return a form 1099 or other forms as required by RSS. The Marketing Rewards Amount will be mailed within 15 days after receipt of the form 1099 and other required forms at the address listed above. You are responsible for notifying RSS of address changes. You are responsible for any and all tax reporting and liability related to the referral payment. You must cash the check within thirty (30) days of receipt. Failure to cash the check in a timely manner may result in forfeiture of the Marketing Reward Amount.

If you violate these Terms, then, in addition to any other rights or remedies available to RSS, RSS reserves the right to indelibly and permanently withhold (and you agree you will not be eligible to receive) any and all fees otherwise payable to you under the Rewards Program.

You are not, by virtue of your participation in the Rewards Program, customers of referring parties. As between RSS and referring parties, all prices, rules and policies concerning customer installations as set forth by RSS’s website will apply to those customers and may be changed at any time with notice. You agree you will not use the Rewards Program to: (i) violate the intellectual property of RSS; (ii) spam or otherwise create bulk distributions; (iii) collect or attempt to collect personal data about potential referred customers; (iv) engage in illegal activities; (v) engage in behavior designed to annoy or harass others; or (v) engage in actions that disparage or malign or call into question the reputation of RSS, in RSS’ sole discretion. RSS reserves the

right to disqualify anyone, cancel Marketing Reward Amounts, or contact legal authorities (including law enforcement) if it should discover a violation of these Terms.

By partaking in the Rewards Program, you agree you will not make any public communication with respect to these Terms or your participation in the Rewards Program without obtaining RSS’s written permission beforehand. You agree to not misrepresent your relationship with RSS as a solar lead referrer, (including by expressing or implying that RSS supports, sponsors, or endorses you as an individual), or express or imply any affiliation between RSS and you or any other person or entity except as expressly permitted by the Terms of the Rewards Program.

RSS will not be held liable for any incidental, consequential, or exemplary damages. RSS’ aggregate liability to the referring party will not exceed the total monetary amount payable to the referring party under these Terms. As the partaking party in this Agreement, you acknowledge and waive any remedy in equity or right, including injunctive or equitable relief in relation to these Terms. To the fullest extent permitted by all applicable law, RSS has no liability for any matter or incident directly or indirectly relating to the creation, maintenance, or operation of these Terms. You agree to hold RSS employees, officers, directors, and representatives harmless from and against all claims, damages, liabilities, costs, losses, and expenses (including attorneys’ fees). These Terms shall be governed by the laws, statutes and regulations of the State of South Carolina. If any provision of the Terms is deemed invalid, such ruling shall not invalidate any other provision and the remaining Terms shall remain in full force and effect.