

## **Green Solar Technologies Agreement**

### **Terms and Conditions**

The following Campaigners Terms and Conditions (these “Terms & Conditions”) constitute a legal agreement between you (“you” or the “Campaigner”) and Green Solar Technologies (“Green Solar Technologies” or “Company”).

These Terms & Conditions, including all attachments together with the rest of the Campaigner Agreement (the “Agreement” or “Campaigner Agreement”, will govern your participation in Campaigners. GREEN SOLAR TECHNOLOGIES IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OF PARTICIPATION IN CAMPAIGNERS ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED HEREIN AND THE AGREEMENT IN ITS ENTIRETY, IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THE AGREEMENT.

To become a Green Solar Technologies Campaigner, you must acknowledge that you have read, understand, and agree to adhere to these Terms & Conditions, and to the Campaigners Agreement in total.

1. Program. Campaigners (“Campaigners ” or the “Program”) is a network marketing program in which independent Campaigners earn Referral Rewards through lead generation, or Referrals, either directly or through their Team, for Green Solar Technologies’ residential solar energy.

2. Enrollment. By entering the Agreement, you are enrolling to become an independent Campaigner (“Solar Campaigner” or “Campaigner”) with Green Solar Technologies. In consideration of the right to participate in the Program and any benefits thereof, you agree to be bound by the Campaigner Agreement and accept the Program as-is, including, without limitation, any flaws or defects in the software or website(s), and you waive any and all claims against Green Solar Technologies, its officers, directors, owners, employees and agents for any loss or damage arising from or relating to any such flaws or defects.

### **3. Program Requirements.**

#### **i. Required Information.**

Participation in the Program may require you to submit personal information about yourself and other parties (collectively “Users”), such as name and e-mail address. In addition, personal information may be used by Green Solar Technologies to

contact Users with regards to participation in the Program and to receive communications from Green Solar Technologies.

ii. Campaigner Requirements.

You must meet all of the following criteria to participate in the Program:

- a. You must be at least 18 years of age;
- b. You must reside in a state or jurisdiction in the United States;
- c. You must be a U.S. citizen or have the right to legally work in the United States
- d. You must provide Green Solar Technologies with a current email address, telephone number and mailing address and hereby consent to Green Solar Technologies contacting you via any of these means;
- e. You must provide Green Solar Technologies with a valid tax-ID, which may be your social security number. You will pay any and all taxes applicable to the payments Green Solar Technologies makes to you;
- g. You will be responsible for any costs you incur in connection with your performance under this Agreement;
- h. You must submit an IRS form W-9 upon request prior to issuance of payment by Green Solar Technologies. Green Solar Technologies will not issue payments to an Campaigner until an Campaigner has submitted a properly completed IRS form W-9.

Green Solar Technologies is under no obligation to accept an applicant and your participation in the Program is at Green Solar Technologies' sole discretion. Green Solar Technologies reserves the right to take any or all of the actions it sees fit including the right to terminate the Agreement and participation in the Program of any individual or entity that engages in any activity that Green Solar Technologies determines is contrary to Green Solar Technologies' interests.

iii. Referral Requirements. To qualify as a "Referral", an individual must meet the following criteria:

- a. Be a legal resident of the 50 United States or the District of Columbia;
- b. Be at least 18 years of age or older;

#### 4. INDEPENDENT CONTRACTOR.

AN CAMPAIGNER IS AN INDEPENDENT CONTRACTOR, AND SHALL NOT BE TREATED AS AN EMPLOYEE OF GREEN SOLAR TECHNOLOGIES FOR STATE OR FEDERAL TAX PURPOSES, OR FOR ANY OTHER REASON.

This Agreement is not intended to create any relationship of employee and employer or any partnership, joint venture, co-ownership, limited liability company or other association between Green Solar Technologies and you. Nothing contained in this Agreement shall be construed to

(i) give either party the right or power to direct or control the day-to-day activities of the other party or the other party's employees or independent contractors, or (ii) allow you to create or assume any obligation on behalf of Green Solar Technologies for any purpose whatsoever. Both parties acknowledge that you will in no case be entitled to coverage under Green Solar Technologies welfare, medical, dental plans; life or disability insurance plans, pension plans, stock plans (including, without limitation, restricted stock units, stock options or any other form of equity compensation) or any other Green Solar Technologies-sponsored fringe benefits. You will determine the method, details, and means of your performance to be carried out under the terms of the Agreement. Green Solar Technologies shall have no right to, and shall not, control the manner or determine the method of accomplishing such performance.

5. Effective Date. Upon Green Solar Technologies' written notification to you that you have successfully completed the application process, the Agreement shall become effective (the date of such effectiveness, the "Effective Date"). On and following the Effective Date, you may begin generating Referrals and enrolling Campaigners into your Team as described in the Green Solar Technologies Campaigner Action Plan.

6. Compensation Plan. The following constitutes the "Compensation Plan" for the Program:

i. Referral Rewards. Subject to the Agreement,

Green Solar Technologies will pay you in accordance with the following:

a. Direct Referral Rewards. For each Installed Referral resulting from a Direct Referral,

Green Solar Technologies will pay you a Direct Referral Reward equal to \$500.

b. Timing; Method of Payment. Referral Rewards accrue and are payable only upon the conversion of a Referral to an Installed Referral. Green Solar Technologies anticipates that payment will be made within 30 days after the conversion of a Referral to an Installed Referral.

Notwithstanding the forgoing,

a Referral must convert to an Installed Referral within 12 months of the date of the Referral. Sales Contracts signed after the end of such 12-month period will not be eligible to generate a Referral Reward. Until further notice, Green Solar Technologies will pay Referral Rewards by hard-copy check, but reserves the right to change the payment method to direct deposit into your bank account.

b. New Referrals Only. Only new Referrals are eligible to generate a Referral Reward. You will not be compensated in any way for referring an Existing Customer.

c. One Referral Reward Per Referral. An Campaigner may receive payment for only one Referral Reward per Referral, even if such Referral results in more than one Installed Referral.

d. Qualifications. A Campaigner must be active and in compliance with the Agreement to qualify for payment of Referral Rewards. So long as a Campaigner complies with the terms of the Agreement, Green Solar Technologies shall pay Referral Rewards to such Campaigner in accordance with this Compensation Plan.

e. IRS Form 1099. Green Solar Technologies will issue you an IRS Form 1099 for any Referral Rewards it pays to you.

## 7. Term; Termination of Agreement and Participation in Program.

i. Term. The Agreement shall remain in effect and govern your participation in the Program until such time as you or Green Solar Technologies terminates the Agreement for any reason.

### ii. Termination.

a. Generally. Either party may terminate this Agreement with or without cause upon at least 7 days' prior written notice, provided that Green Solar Technologies may terminate this Agreement immediately upon written notice to you of your material breach or if you take any action that Green Solar Technologies reasonably believes is detrimental to its reputation or standing in the community. Additionally, if you withdraw your consent to contract electronically, you will be deemed to have terminated this Agreement effective upon such withdrawal.

b. Termination for Cause. If Green Solar Technologies terminates your participation in the Program for cause, including, without limitation, due to your breach of any of the terms set forth in subsection

iii. "Causes for Termination" below or due to a violation of any of the Policies & Procedures, you will forfeit all any unpaid Referral Rewards upon the termination date.

c. Voluntary Termination; Termination without Cause. If you terminate your participation in the Program voluntarily for any reason, if Green Solar Technologies terminates your participation in the Program without cause, or if Green Solar Technologies ends the Program, you will be compensated for any Direct Referrals made prior to the date of such termination, but only to the extent such Direct Referrals and Team Referrals convert to Installed Referrals within 90 days of such termination. You will not be compensated for any Referral following the end of such 90-day period, irrespective of whether such Referral subsequently converts to an Installed Referral. Further, if Green Solar Technologies hires an Campaigner as an employee, such Campaigner's participation in the Program shall terminate upon the commencement of such employment, and such termination shall be treated as a termination without cause.

d. Terminations within Your Team. If an Campaigner in your Team is terminated or departs the Program, Installed Referrals resulting from Referrals by the departed Campaigner's Team will continue to accrue Referral Rewards to you at the same applicable rates and rules established prior to the departure of the relevant Campaigner. Such terminated or departed Campaigner's Team, if any, shall remain intact, and there will be no "roll up" of the terminated Campaigner's Team as a result of such termination.

iii. Causes for Termination from Participation in Program. Without limiting its right to terminate for cause due to other breaches (including violations of the Policies & Procedures), Green Solar Technologies expressly reserves the right to terminate your participation in the Program if you do, cause or engage in any of the following:

a. Violate applicable law;

b. Infringe the intellectual property rights of Green Solar Technologies or any third parties;

c. Stalk, harass, or harm another individual;

d. Collect or store personal data about other Users;

e. Impersonate any person, or otherwise misrepresent a User's identity;

- f. Any false or fraudulent enrollments or information submitted by any Campaigner;
- g. Interfere with, disrupt or violate this Agreement or servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- h. Interfere with another User's use of the Program;
- i. Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- j. Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- k. Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- l. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others;
- m. Contractual or other legal restrictions on your ability to participate in the Program, including, by way of example, non-competition or non-circumvention provisions that would prohibit or restrict your participation in the Program;
- n. Your non-compliance with any of the terms and conditions of the Agreement.

8. Modifications. Green Solar Technologies reserves the right to amend the Agreement, its prices, and any aspect of the Program in its sole and absolute discretion. By executing the Campaigner Agreement, you agree to abide by all amendments or modifications that Green Solar Technologies elects to make.

Amendments shall be effective 7 days after Green Solar Technologies publishes of notice that the Agreement has been modified by posting on the Company's official website.

Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of a Campaigner's Green Solar Technologies business, the acceptance of any benefits under the Agreement, or an Campaigner's acceptance of Referral Rewards constitutes acceptance of all amendments.

9. Program Rules. In addition to the other terms and condition set forth in the Agreement, the following rules apply to your participation in the Program:

i. Under no circumstances will you make representations or promises of any kind regarding Green Solar Technologies' products or services that differ from or exceed those contained in the materials Green Solar Technologies provides to you. Green Solar Technologies will provide you with a reasonable amount of information regarding its products and services.