

**SolarCity
Solar Ambassadors
Terms and Conditions**

The following Solar Ambassadors Terms and Conditions (these “Terms & Conditions”) constitute a legal agreement between you (“you” or the “Ambassador”) and SolarCity Corporation (“SolarCity” or “Company”). These Terms & Conditions, including all attachments hereto, together with the rest of the Ambassador Agreement (the “Agreement” or “Ambassador Agreement”, as defined in Section 14, will govern your participation in Solar Ambassadors. SOLARCITY IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OF PARTICIPATION IN SOLAR AMBASSADORS ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED HEREIN AND THE AGREEMENT IN ITS ENTIRETY, INCLUDING, IF APPLICABLE, THE [BUSINESS ENTITY REGISTRATION FORM](#) (note that the Business Entity Registration Form is applicable only if you are enrolling using a business entity such as a corporation, LLC, partnership, etc., rather than in your individual capacity). 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 SolarCity Ambassador, you must acknowledge that you have read, understand, and agree to adhere to these Terms & Conditions, including the attached exhibits, and to the Ambassadors Agreement in total. Capitalized terms used but not otherwise defined have the meaning set forth in Section 14.

1. Program. Solar Ambassadors (“Solar Ambassadors” or the “Program”) is a network marketing program in which independent Ambassadors earn Referral Rewards through lead generation, or Referrals, either directly or through their Team, for SolarCity’s residential solar energy business.
2. Enrollment. By entering the Agreement, you are enrolling to become an independent Ambassador (“Solar Ambassador” or “Ambassador”) with SolarCity. **In consideration of the right to participate in the Program and any benefits thereof, you agree to be bound by the Ambassador 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 SolarCity, 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. The personal information will be collected, processed and used in accordance with SolarCity’s Privacy Statement which can be found at <http://www.solarcity.com/privacy-policy.aspx>. In addition, personal information may be used by SolarCity to contact Users with regards to participation in the Program and to receive communications from SolarCity.
 - ii. Ambassador Requirements. You must meet all of the following criteria to participate in the Program:
 - a. You must be at least 18 years of age OR (if you are an entity) be an entity that is duly formed under United States law;
 - b. You must reside in a state or jurisdiction in the United States; provided that the Program is not available to residents of Montana, Louisiana, Georgia or Wyoming;
 - c. You must be a U.S. citizen or have the right to legally work in the United States OR (if you are an entity) be in good standing in all jurisdictions in which you are in operation and do business;

- d. You must provide SolarCity with a current email address, telephone number and mailing address and hereby consent to SolarCity contacting you via any of these means;
- e. You must provide SolarCity with a valid tax-ID, which may be your social security number if you are an individual or a federal tax ID if you are a corporation or other business entity;
- f. You will pay any and all taxes applicable to the payments SolarCity makes to you;
- g. You will be responsible for any costs you incur in connection with your performance under this Agreement;
- h. You must not be an employee of SolarCity or an immediate family member of an employee of SolarCity. "Immediate family member" means spouse, domestic partner, parent, child, sibling, or any relation living in the same household; and
- i. You must submit an IRS form W-9 upon request prior to issuance of payment by SolarCity. SolarCity will not issue payments to an Ambassador until an Ambassador has submitted a properly completed IRS form W-9.

SolarCity is under no obligation to accept an applicant and your participation in the Program is at SolarCity's sole discretion. SolarCity reserves the right to take any or all of the actions described in the Solar Ambassadors Policies and Procedures attached hereto as Exhibit A (the "Polices & Procedures"), including the right to terminate the Agreement and participation in the Program of any individual or entity that engages in any activity that SolarCity determines is contrary to SolarCity's 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;
- c. Own his or her house in a state in which SolarCity offers its residential solar products; and
- d. Not be an Existing Customer.

Notwithstanding the forgoing or anything to the contrary herein, SolarCity shall make the determination as to whether and pursuant to what terms it will enter into a Sales Contract with any Referral.

4. **INDEPENDENT CONTRACTOR. AN AMBASSADOR IS AN INDEPENDENT CONTRACTOR, AND SHALL NOT BE TREATED AS AN EMPLOYEE OF SOLARCITY 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 SolarCity 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 SolarCity for any purpose whatsoever. Both parties acknowledge that you will in no case be entitled to coverage under SolarCity 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 SolarCity-sponsored fringe benefits. You will determine the method, details, and means of your performance to be carried out under the terms of the Agreement. SolarCity shall have no right to, and shall not, control the manner or determine the method of accomplishing such performance.

5. Effective Date. Upon SolarCity's 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 Ambassadors into your Team as described in the SolarCity Ambassador Action Plan.
6. Compensation Plan. The following constitutes the "Compensation Plan" for the Program:
 - i. Referral Rewards. Subject to the Agreement, SolarCity will pay you in accordance with the following:
 - a. Direct Referral Rewards. For each Installed Referral resulting from a Direct Referral, SolarCity will pay you a Direct Referral Reward equal to \$250.
 - b. Team Referral Rewards. For each Installed Referral resulting from the Referrals of your Team Ambassadors, SolarCity will pay you a Team Referral Reward. Such Team Referral Reward shall be equal to \$100 for Installed Referrals resulting from Referrals of your First Level Team and \$50 for Installed Referrals resulting from Referrals of your Second Level Team.
 - c. Timing; Method of Payment. Referral Rewards accrue and are payable only upon the conversion of a Referral to a Installed Referral. SolarCity anticipates that payment will be made within 30 days after the conversion of a Referral to a Installed Referral. Notwithstanding the forgoing, a Referral must convert to a 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, SolarCity will pay Referral Rewards by hard-copy check, but reserves the right to change the payment method to direct deposit into your bank account.
 - d. 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.
 - e. One Referral Reward Per Referral. An Ambassador may receive payment for only one Referral Reward per Referral, even if such Referral results in more than one Installed Referral.
 - ii. Sole Compensation. The payment of a Referral Reward shall be an Ambassador's sole compensation in connection with any Referral. In no case may an Ambassador claim compensation for a Referral under any other SolarCity program or partnership for a Referral made hereunder. For the avoidance of doubt, if an Ambassador receives payment for a Referral under another SolarCity program (howsoever such payment or Referral is defined under such other program), the Ambassador shall not be entitled to a Referral Reward under this Program. Similarly, if an Ambassador receives a Referral Reward under this Program, the Ambassador shall in no case be entitled to payment for such Referral under any other SolarCity program.
 - iii. Effective Date. Unless expressly agreed otherwise in a writing signed by an authorized representative of SolarCity, only Referrals made on or after an Ambassador's Effective Date will be eligible to generate a Referral Reward of any kind, including for such Ambassador's Sponsor, if applicable.
 - iv. Qualifications. An Ambassador must be active and in compliance with the Agreement to qualify for payment of Referral Rewards. So long as an Ambassador complies with the terms of the Agreement, SolarCity shall pay Referral Rewards to such Ambassador in accordance with this Compensation Plan.

- v. IRS W-9 Form. Failure to Submit IRS W-9 Form. SolarCity will make payment of Referral Rewards only after the Ambassador provides the W-9 Form.
 - vi. IRS Form 1099. SolarCity 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 SolarCity 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 SolarCity may terminate this Agreement immediately upon written notice to you of your material breach or if you take any action that SolarCity 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 SolarCity 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 set forth in Exhibit A, 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 SolarCity terminates your participation in the Program without cause, or if SolarCity ends the Program, you will be compensated for any Direct Referrals and Team 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 a Installed Referral. Further, if SolarCity hires an Ambassador as an employee, such Ambassador'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 Ambassador in your Team is terminated or departs the Program, Installed Referrals resulting from Referrals by the departed Ambassador'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 Ambassador. Such terminated or departed Ambassador's Team, if any, shall remain intact, and there will be no "roll up" of the terminated Ambassador'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), SolarCity 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 SolarCity 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 Ambassador;
 - 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. SolarCity reserves the right to amend the Agreement, its prices, and any aspect of the Program in its sole and absolute discretion. By executing the Ambassador Agreement, you agree to abide by all amendments or modifications that SolarCity elects to make. Amendments shall be effective 7 days after SolarCity publishes 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 an Ambassador's SolarCity business, the acceptance of any benefits under the Agreement, or an Ambassador'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 SolarCity's products or services that differ from or exceed those contained in the materials SolarCity provides to you. SolarCity will provide you with a reasonable amount of information regarding its products and services.
 - ii. You will not engage in door-to-door solicitation, either of individuals or businesses.
 - iii. You will not spam anyone on SolarCity's behalf. If you provide your PURL (as defined in the Action Plan) to a Referral by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members (or, if an entity, appropriate and customary for communications with employees, officers, directors or other members of your entity). Bulk email distribution, distribution to strangers, or any other promotion of a PURL in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in

SolarCity's sole discretion is expressly prohibited and may be grounds for a termination for cause and immediate termination of your account and deactivation of your PURL;

- iv. To the extent that you are providing personal information of a Referral, you must have the legal right to provide such information (e.g., name and email address);
- v. If you make reference to SolarCity on a website, Facebook page, Twitter account or any other web enabled platform (the "Internet") or online advertising platform, you represent to SolarCity that you own all of the content on such platform or otherwise have all rights necessary to present any content on such platform;
- vi. You will not defame, libel or slander anyone in connection with your participation in the Program;
- vii. You shall not promote SolarCity or the Program through any Internet site that contains pornography, obscenity, hateful or derogatory speech or is otherwise inappropriate;
- viii. SolarCity may prohibit you from participating in the Program or receiving a Referral Reward, in our sole discretion, if SolarCity determines that you are attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other users or representatives of SolarCity. Use of any automated system to participate is strictly prohibited and will result in disqualification. You may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Referral Reward. SolarCity reserves the right to disqualify you and/or cancel any Referral Rewards it finds to have been awarded as a result of tampering with the entry process or the operation of the Program or violating this Agreement. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, SolarCity reserves the right to cancel, change, or suspend the Program.
- ix. You must respect the spirit of the Program by only referring real third-party individuals who meet the requirements of this Agreement. For example, you may not create multiple or fake accounts with client names or participate in the Program using multiple or fake email addresses or identities.
- x. You may not participate in any other referral, lead generation or similar program of SolarCity.
- xi. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, SOLARCITY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. Trademarks and Copyright. During your participation in the Program, SolarCity grants you a nonexclusive, nontransferable, personal right to use the trademarks, logos and program marketing assets made available by SolarCity pursuant to the terms and conditions of the Agreement (the "Trademarks").

- i. No Right, Title or Interest. This Agreement does not grant to you any right, title, or interest in the Trademarks other than the rights specifically granted herein. You shall not use the Trademarks, or any part thereof, as part of your name or identity nor use any

name or mark confusingly similar to the Trademarks, or otherwise utilize the Trademarks in a manner inconsistent with this Agreement.

- ii. Compliance with Guidelines. By accepting the terms and conditions of this Agreement, you agree to use the Trademarks in accordance with the SolarCity's guidelines as such may be provided by SolarCity (the "Guidelines"). In addition to complying with the Guidelines, you agree: (i) not to alter or modify the Trademarks in any way; (ii) that the Trademarks will not be used as a design element of any other logo or trademark; (iii) not to use Trademarks in any manner that might disparage or injure SolarCity's reputation; (iv) that use of Trademarks will be truthful and not misleading; (v) not to use the Trademarks in a manner which, in SolarCity's sole discretion, diminishes or otherwise damages SolarCity's goodwill in the Trademarks.
- iii. Mandatory Use of Trademark Legend. You shall use the following legend in any location on which Trademarks or other legal notices appear unless a different legend is required: "Trademark(s) are the trademarks or registered trademarks of SolarCity and its subsidiaries located in the United States and abroad."
- iv. Right of Revocation. SolarCity reserves the right to terminate revoke, modify or suspend this Section and any rights arising out of or in connection with this Agreement, in whole or in part, without cause, at its sole discretion at any time.
- v. Authorized Use. As an independent Ambassador, you may use the SolarCity name in the following manner

Ambassador's Name
Independent SolarCity Ambassador

Example:
Alice Smith
Independent SolarCity Ambassador

If you use a SolarCity logo in any communication, you must use the Independent Ambassador version of the SolarCity logo. Using any other SolarCity logo requires written approval. Please see examples of logos approved for use by Ambassadors, located here: <http://www.solarcity.com/downloads/logos/solarcity-ambassador-logo-kit.zip> . No other logos are approved for use by Ambassadors.

- vi. Example of Prohibited Uses. You may not use the name SolarCity in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent SolarCity Ambassador* in your phone greeting or on your answering machine to clearly separate your independent SolarCity business from SolarCity. For example, you may not secure the domain name www.buySolarCity.com, nor may you create an email address such as solarcitysales@hotmail.com.

11. Search Engine Marketing Guidelines.

- i. Name Content Search Campaigns - Protected SEM Bidding Keywords. SolarCity prohibits Ambassadors from bidding on Trademarked and certain other terms for search marketing campaigns. These terms can be found in the prohibited keywords list attached to this Agreement as Exhibit B. SolarCity may amend this list from time to time. Please note that this Trademark Bidding Policy applies to all search engines large and small.
- ii. Search Campaigns - Limited Use SEM Display URL Content. These are terms that publishers are prohibited from using in the display URLs of search marketing campaigns

Affiliates may not use "www.solarcity.com" (or any variation thereof) as the display URL in any Search Engine or like marketing campaign. In addition, you cannot have SolarCity in the main portion of your URL address. For example, you may use www.isellsolar.com/solarcity; you may not use www.isellsolarcitysolar.com.

- iii. Web Site - Prohibited Web Site Domain Keywords. SolarCity prohibits Ambassadors from using any SolarCity trademarks, including but not limited to SolarCity's product names, in the main URL or sub-domain.
- iv. Web Site - Use of Logos and Trademarks in Web sites. SolarCity may provide Ambassadors with marketing tools such as logos, online banners and other creative assets. You may not modify these materials in any way without SolarCity's express written prior consent.

12. Indemnities, Warranty and Disclaimer of Liability.

- i. Your Indemnity. You agree to defend, indemnify and hold SolarCity and its officers, directors, shareholders, affiliates, employees and agents (each an "Indemnitee") harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred by an Indemnitee in any action) arising out of or in connection with Your breach of any of the representations, warranties or obligations set forth in this Agreement.
- ii. SolarCity's Indemnity. SolarCity agrees to defend, indemnify and hold You harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred by You in any action) arising out of or in connection with SolarCity's negligence or willful misconduct in connection with the breach of any of its representations, warranties or obligations set forth in this Agreement provided that You promptly notify SolarCity in writing of any such claim and promptly tender the control of the defense and settlement of any such claim to SolarCity at its expense and with its choice of counsel.
- iii. EXCLUSION OF WARRANTIES. SOLARCITY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS OF SERVICE FOR A PARTICULAR PURPOSE OR THE SUCCESS OF AN AMBASSADOR.
- iv. LIMITATION ON LIABILITY; DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. EXCEPT FOR THE PAYMENT OF EARNED REFERRAL FEES, IN NO EVENT SHALL SOLARCITY BE LIABLE FOR ANY ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF SUCH ACTUAL DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SOLARCITY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. General. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or scanned to it as an original document. If any provision of this Agreement or the Program is found unenforceable or invalid,

such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Provisions that should reasonably be considered to survive termination of this Agreement shall survive. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such party. You may not assign or transfer any rights under this Agreement without SolarCity's prior written consent. The Agreement completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter.

14. Defined Terms. When capitalized the following terms shall have the following meanings in these Terms and Conditions and the Preliminary Independent Ambassador Agreement:

- i. "Ambassador Tool Kit" means a selection of SolarCity training materials and business support literature (including the SolarCity Solar Ambassador Action Plan) and the Microsite provided to each Ambassador by SolarCity.
- ii. "Agreement" or "Ambassador Agreement" collectively, these Terms & Conditions, the Policies & Procedures attached hereto as Exhibit A, the SolarCity Privacy Policy (<http://www.solarcity.com/privacy-policy.aspx>), and the SolarCity Ambassador Action Plan, in each case as may be updated from time to time. In case of a conflict between any of the forgoing, such conflict shall be resolved in the order of precedence in which the forgoing are listed herein.
- iii. "Client" means a person or entity that is party to a Sales Contract with SolarCity.
- iv. "
- v. "Compensation Plan" means the system of compensation described in Section 6 of these Terms & Conditions, as may be updated from time to time by SolarCity.
- vi. "Existing Customer" means a person or entity that (i) is currently a SolarCity Client, (ii) has been a SolarCity client at any time during the 6 months prior to a Referral, (iii) has been contacted by SolarCity during the 6 months prior to a Referral, (iv) has been contacted by any partner of SolarCity during such period of time as specified in any agreement between SolarCity and such partner, or (v) has been submitted by another Ambassador or participant in any other SolarCity referral program.
- vii. "Installed Referral" means a Referral that meets all of the following conditions: (1) the referred customer has signed a Sales Contract, (2) SolarCity has conducted a successful site survey and (3) a photovoltaic system has been installed and interconnected.
- viii. "Policies" means the Solar Ambassadors Policies and Procedures, attached hereto as Exhibit A and made a part hereof.
- ix. "Referral" means a potential customer who is referred to SolarCity by an Ambassador and meets all of the following criteria: (1) owns his or her own house in a state where SolarCity operates, (2) is a legal resident of the United States, (3) is 18 years or older, and (4) otherwise meets SolarCity's requirements, as may be updated by SolarCity from time to time.

- x. “Sales Contract” means any of the following SolarCity residential contracts: SolarLease, Solar Power Purchase Agreement, or Solar Home Improvement Agreement. For the avoidance of doubt, contracts for commercial projects are not eligible for the Program.
- xi. “SolarCity Ambassador Action Plan” or “Action Plan” means the document by that name included in the Ambassador Tool Kit.
- xii. “Sponsor” means an Ambassador who enrolls new Ambassadors into the Program or is identified by a new Ambassador as having introduced such new Ambassador into the Program.

Exhibit A

SOLAR AMBASSADORS POLICIES AND PROCEDURES

SECTION 1 - DEFINED TERMS

In addition to other terms specifically defined elsewhere in the SolarCity Ambassadors Terms and Conditions (the “Terms & Conditions”), when capitalized, the following terms have the following meanings.

“Affiliated Party” means a shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

“Ambassador”, “Solar Ambassador” or “SolarCity Ambassador” means a person or Business Entity that has entered into the Terms & Conditions and otherwise accepted the Ambassador Agreement and that SolarCity has approved for participation the Solar Ambassadors program.

“Ambassador Tool Kit” means a selection of SolarCity training materials and business support literature (including the SolarCity Solar Ambassador Action Plan), and Ambassador Microsite.

“Back-Office” or “Ambassador Back-Office” means www.ambassador.solarcity.com, the website provided by SolarCity exclusively for use by Ambassadors, where Ambassadors can check the status of their Referrals, enter new Referrals, and otherwise manage their SolarCity business.

“Business Entity” means a corporation, limited liability company, partnership or trust.

“Compensation Plan” or “SolarCity Compensation Plan” means the way in which an Ambassador is compensated for participation in Solar Ambassadors, as described generally in the Action Plan and as set forth in detail in Section 6 of the Terms & Conditions.

“Confidential Information” has the meaning set forth in Section 4.9.2 of these Policies.

“Customer” means a person who enters into a Sales Contract for a SolarCity product.

“Downline” means, with respect to a Sponsor, the Ambassadors enrolled immediately underneath such Sponsor (the “first level”), as well as each of the Ambassadors enrolled immediately under the Ambassadors in the first level (the “second level”).

“Household” means spouses, heads-of-household, and dependent family members residing in the same residence.

“Microsite” means the replicated website provided by SolarCity to Ambassadors which utilizes website templates developed by SolarCity.

“Official SolarCity Material” means literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by SolarCity to Ambassadors.

“Policies” or “Policies & Procedures” means these Solar Ambassadors Policies and Procedures, as may be updated by SolarCity from time to time.

“Recruit” means, for purposes of SolarCity’s Conflict of Interest Policy (Section 4.9), actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another SolarCity Ambassador or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

“Refer” means the act by an Ambassador of causing potential Customers to sign up for a free SolarCity

consultation through such Ambassador's Microsite.

"Referral Reward" means a payment made by SolarCity to an Ambassador in accordance with the Compensation Plan.

"Social Media" means any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

"Team" means, with respect to a Sponsor, the Ambassadors in that Sponsor's first level and second level Downlines.

"Terms & Conditions" or "Ambassador Terms & Conditions" means the SolarCity Solar Ambassadors Terms & Conditions to which these Policies are made a part of.

"Upline" means the Ambassador or Ambassadors above a particular Ambassador in a sponsorship line in a Team. Conversely stated, it is the line of Sponsors that links any particular Ambassador to the Company.

SECTION 2 - INTRODUCTION

2.1 - Policies and Procedures Incorporated into Ambassador Agreement

These Policies, in their present form and as may be amended by SolarCity Corporation (hereafter "SolarCity" or the "Company") from time to time, are incorporated into, and form an integral part of, the SolarCity Ambassador Agreement. It is the responsibility of each Ambassador to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and the Ambassador Agreement.

2.2 - Ambassador Notices, Communications with SolarCity.

Except as expressly provided in these Policies or elsewhere in the Agreement, if an Ambassador must provide notice to SolarCity as required herein or otherwise needs to communicate with SolarCity, the Ambassador should email SolarCity at Ambassador@solarcity.com.

SECTION 3 - BECOMING AN AMBASSADOR

3.1 - Solar Ambassador Application & Terms & Conditions.

To become a SolarCity Ambassador, an applicant must agree, enter into, and submit the Terms & Conditions, and SolarCity must accept the applicant's submitted Terms & Conditions.

3.2 - Ambassador Tool Kits and Product Purchases

No person is required to purchase SolarCity products, services or, sales aids, or to pay any charge or fee to become an Ambassador. In order to familiarize new Ambassadors with SolarCity products, services, sales techniques, sales aids, and other matters, the Company may provide new Ambassadors with an Ambassador Tool Kit at no cost. If an Ambassador purchased an Ambassador Tool Kit, SolarCity will reimburse the purchase price of the Ambassador Tool Kit to any such Ambassador who terminates his or her Ambassador Agreement within one (1) year of enrollment without cause pursuant to Section 7 of the Terms & Conditions.

3.3 - Ambassador Benefits

Once an Ambassador's Terms & Conditions have been accepted by SolarCity, the benefits of the Compensation Plan and the Ambassador Agreement are available to the new Ambassador. These benefits include the right to some or all of the following:

1. Refer potential Customers for SolarCity products and services;

2. Participate in the Compensation Plan (as set forth in the Terms & Conditions);
3. Sponsor other Ambassadors into the SolarCity business and thereby, build a Team and increase potential Referral Rewards under the Compensation Plan;
4. Receive periodic SolarCity literature, sales aids, and other SolarCity communications;
5. Participate in SolarCity-sponsored support, service, training, motivational and recognition functions, if applicable; and
6. Participate in promotional and incentive contests and programs sponsored by SolarCity for Solar Ambassadors.

SECTION 4 - OPERATING A SOLARCITY BUSINESS

4.1 - Adherence to the SolarCity Compensation Plan

Ambassadors must adhere to the Compensation Plan. Ambassadors shall not offer the SolarCity opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official SolarCity literature. Ambassadors shall not require or encourage other current or prospective Ambassadors to execute any agreement or contract other than official SolarCity agreements and contracts in order to become a SolarCity Ambassador. Similarly, Ambassadors shall not require or encourage other current or prospective Ambassadors to make any purchase from, or payment to, any individual or other entity to participate in the SolarCity Compensation Plan other than those purchases or payments identified as recommended or required in official SolarCity literature, if any.

4.2 - Advertising

4.2.1 - General

All Ambassadors shall safeguard and promote the good reputation of SolarCity and its products. The marketing and promotion of SolarCity, the SolarCity opportunity, the Compensation Plan, and SolarCity products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote the products and the SolarCity opportunity, Ambassadors must use only those sales aids, business tools, and support materials produced and provided by SolarCity. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws. **Ambassadors are strictly prohibited from creating marketing materials or advertising of any kind.**

Accordingly, Ambassadors must not produce or use the literature, advertisements, sales aids, business tools, promotional materials, print ads, or Internet web pages of themselves or other third parties.

4.2.2 - Media and Media Inquiries

Ambassadors must not attempt to respond to media inquiries regarding SolarCity, its products or services, or their independent SolarCity business. All inquiries by any type of media must be immediately referred to SolarCity at press@solarcity.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.2.3 - Unsolicited Email

SolarCity does not permit Ambassadors to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Ambassador that promotes SolarCity, the SolarCity opportunity, or SolarCity products and services must comply with the following:

1. There must be a functioning return email address to the sender.
2. There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
3. The email must include the Ambassador's physical mailing address.
4. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

5. The use of deceptive subject lines and/or false header information is prohibited.
6. All opt-out requests, whether received by email or regular mail, must be honored. If an Ambassador receives an opt-out request from a recipient of an email, the Ambassador must forward the opt-out request to the Company.

SolarCity may periodically send commercial emails on behalf of Ambassadors. By entering into the Ambassador Agreement, an Ambassador agrees that the Company may send such emails and that the Ambassador's physical and email addresses will be included in such emails as outlined above. Ambassadors shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.4 - Unsolicited Faxes

Ambassadors may not use or transmit unsolicited faxes in connection with their SolarCity business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting SolarCity, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Ambassador has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Ambassador and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Ambassador; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.2.5 - Telephone Directory Listings

Ambassadors may list themselves as an "Independent SolarCity Ambassador" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Ambassador may place telephone or online directory display ads using SolarCity's name or logo. Ambassadors may not answer the telephone by saying "SolarCity", "SolarCity Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of SolarCity. If an Ambassador wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Ambassador's Name
Independent SolarCity Ambassador

4.2.6 - Television and Radio Advertising

Ambassadors may not advertise on television and radio except with SolarCity's express written approval.

4.2.7 - Advertised Prices

Ambassadors may not create their own marketing or advertising material, including, without limitation, offering any SolarCity products at a price less than those offered by SolarCity.

4.3 - Online Conduct

4.3.1 - Ambassador Microsite

Ambassadors are provided with a Microsite by SolarCity, from which they can enter Referrals, enroll new Ambassadors, and manage their SolarCity business. Ambassadors may use only the Microsite provided by SolarCity to promote their SolarCity business, and may not create their own websites to directly or indirectly promote SolarCity's products, services, or the SolarCity opportunity. Ambassadors are responsible and liable for the content they add to their Microsite and must regularly review the content to ensure it is accurate and relevant.

Ambassadors may not alter the branding, artwork, look, or feel of their Microsite, and may not use their Microsite to promote, market or sell non-SolarCity products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

1. The SolarCity Independent Ambassador Logo
2. Your Name

3. SolarCity Corporate Website Redirect Button
4. Artwork, logos, or graphics
5. Original text.

SolarCity reserves the right to receive analytics and information regarding the usage of your website.

By default, your SolarCity Microsite Website URL is www.SolarCity.com/<ID#>. You may change this default ID and choose a uniquely identifiable, provided that such website name that cannot:

- a) Be confused with other portions of the SolarCity corporate website;
- b) Confuse a reasonable person into thinking they have landed on a SolarCity corporate page;
- c) Be confused with any SolarCity name;
- d) Contain any discourteous, misleading, or off-color words or phrases that may damage SolarCity's image.

4.3.2 - Team Websites

SolarCity may provide you with team websites, which, if provided, you may use team for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected and may only be shared with members of your Sales Organization.

4.3.3 - Domain Names, email Addresses and Online Aliases

You are not allowed to use or register SolarCity or any of SolarCity's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of SolarCity. Examples of the improper use of SolarCity include, but are not limited to any form of SolarCity showing up as the sender of an email or examples such as:

www.MySolarCityBiz.com
www.ISellSolarCity.com
www.SolarCityMoney.net

www.SolarCityDreamTeam.com
www.SolarCitybyJaneDoe.com
www.JanesSolarCityOpportunity.net

4.3.4 - Online Classifieds

You may not use online classifieds (including Craigslist and similar services) to advertise SolarCity products or services, or for prospecting, recruiting, sponsoring or informing the public about the SolarCity business opportunity.

4.3.5 - eBay / Online Auctions

SolarCity's products may not be listed on eBay or other online auctions, nor may Ambassadors enlist or knowingly allow a third party to promote SolarCity products on eBay or other online auction.

4.3.6 - Online Retailing

Ambassadors may not purport to list or sell SolarCity products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to purport to sell SolarCity products on any online retail store or ecommerce site.

4.3.7 - Banner Advertising

You may place banner advertisements on a website provided you use SolarCity-approved templates and images. All banner advertisements must link to your Microsite. Ambassadors may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with SolarCity products or the SolarCity opportunity.

4.3.8 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you

make on blogs, forums, guest books, etc., with respect to Solar Ambassadors and/or SolarCity must be truthful, unique, informative and relevant.

4.3.9 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Ambassadors may not develop, create, upload, submit or publish SolarCity-related video, audio or photo content except as expressly approved in writing by an authorized representative of SolarCity.

4.3.10 - Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are prohibited.

4.3.11 - Domain Names and Email Addresses

Except as set forth in the Ambassador Agreement, Ambassadors may not use or attempt to register any of SolarCity's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

4.3.12 - Social Media

In addition to meeting all other requirements specified in these Policies, should an Ambassador utilize any form of Social Media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Ambassador agrees to each of the following:

1. No referrals or enrollments may occur on any social media site. To generate referrals or enrollments, a social media site must link only to the Ambassador's SolarCity Microsite.
2. It is each Ambassador's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
3. Any social media site that is directly or indirectly operated or controlled by an Ambassador that is used to discuss or promote SolarCity's products or the SolarCity opportunity may not link to any website, social media site, or site of any other nature, other than the Ambassador's SolarCity Microsite.
4. An Ambassador may post or "pin" photographs related to SolarCity on a social media site, but only photos that are provided by SolarCity and downloaded from the Ambassador's Back-Office may be used.

If an Ambassador creates a business profile page on any social media site that promotes or relates to SolarCity, its products, or opportunity, the business profile page must relate exclusively to the Ambassador's SolarCity business and SolarCity products. If the Ambassador's SolarCity business is cancelled for any reason or if the Ambassador becomes inactive, the Ambassador must deactivate the business profile page.

4.4 - Business Entities

A Business Entity may apply to be a SolarCity Ambassador by agreeing to and submitting Terms & Conditions along with a properly completed Business Entity Application and Agreement and a properly completed IRS form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to SolarCity, compliance with these Policies and the rest of the Ambassador Agreement, and other obligations to SolarCity.

To prevent the circumvention of Sections 4.22 (regarding transfers and assignments of a SolarCity business) and 4.5, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or SolarCity, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify SolarCity in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.22. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other SolarCity business for 6 consecutive calendar months in accordance with Section 4.5.3. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.22.

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. SolarCity may, at its discretion, require notarized documents before implementing any changes to a SolarCity business. Please allow thirty (30) days after the receipt of the request by SolarCity for processing.

4.4.1 - Changes to a Business Entity

Each Ambassador must immediately notify SolarCity of all changes to type of Business Entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

4.5 - Change of Sponsor

SolarCity prohibits changes in sponsorship. Accordingly, the transfer of a SolarCity business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted to Ambassadors@solarcity.com, and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

4.5.1 - Misplacement

In cases in which the new Ambassador is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Ambassador may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 3 days from the date of enrollment. The Ambassador requesting the change has the burden of proving that he or she was placed beneath the wrong Sponsor. It is up to SolarCity's discretion whether the requested change will be implemented.

4.5.2 - Abusive or Fraudulent Behavior

SolarCity will investigate all credible allegations by an Ambassador of abusive or fraudulent behavior by such Ambassador's Sponsor. SolarCity will take such actions as it deems necessary to alleviate any such behavior, including, but not limited to, terminating the Sponsor and/or transferring the Ambassador to a different Team.

4.5.3 - Cancellation and Re-application

An Ambassador may legitimately change Teams by voluntarily Canceling his or her SolarCity business and remaining inactive (*i.e.*, no referrals, no sponsoring, no attendance at any SolarCity functions, participation in any other form of Ambassador activity, or operation of any other SolarCity business, no income from the SolarCity business) for six (6) full calendar months. Following the six month period of inactivity, the former Ambassador may reapply under a new Sponsor; however, the former Ambassador's Team will remain in its original line of sponsorship.

4.6 - Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a Team has been developed in the second business developed by an Ambassador, SolarCity reserves the sole and exclusive right to determine the final disposition of the Team. Resolving conflicts over the proper placement of a Team that has developed under an Ambassador who has improperly switched sponsors is often extremely difficult. Therefore, **AMBASSADORS WAIVE ANY AND ALL CLAIMS AGAINST SOLARCITY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM SOLARCITY'S DECISION REGARDING THE DISPOSITION OF ANY TEAM THAT DEVELOPS BELOW AN AMBASSADOR WHO HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

4.7 - Unauthorized Claims and Actions

4.7.1 - Indemnification

An Ambassador is fully responsible for all of his or her verbal and written statements made regarding SolarCity products, services, and the Compensation Plan that are not expressly contained in official SolarCity materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Ambassadors agree to indemnify SolarCity and SolarCity's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil

penalties, refunds, attorney fees, court costs, or lost business incurred by SolarCity as a result of the Ambassador's unauthorized representations or actions. This provision shall survive the termination of the Ambassador Agreement.

4.7.2 - Product Claims

No claims (which include personal testimonials) as to benefits or savings arising from any products offered by SolarCity may be made except those contained in official SolarCity literature, nor may an Ambassador make any claims regarding any associations of SolarCity with any party or person except those contained in official SolarCity literature. In particular, but without limitation, Ambassadors may not claim that SolarCity guarantees its customers savings or that SolarCity partners with or is endorsed by any utility or other company.

4.7.3 - Compensation Plan Claims

When presenting or discussing the SolarCity Compensation Plan, you must make it clear to prospects that financial success with SolarCity requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

1. The SolarCity business is a turnkey system;
2. The system will do the work for you;
3. Just get in and your Team will build through spillover;
4. Just join and I'll build your Team for you; or
5. SolarCity does all the work for you.

The above are just examples of improper representations about the Compensation Plan and Solar Ambassadors. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as an Ambassador without commitment, effort, and sales skill.

4.7.4 - Income Claims

Because SolarCity Ambassadors do not have the data necessary to comply with the legal requirements for making income claims, an Ambassador, when presenting or discussing the SolarCity opportunity or Compensation Plan to a prospective Ambassador, may not make income projections, income claims, or disclose his or her SolarCity income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

4.8 - Trade Shows, Expositions and Other Sales Forums

Strictly subject to SolarCity's prior written approval (which SolarCity may withhold in its sole discretion), Ambassadors may generate Referrals and promote the SolarCity opportunity at trade shows and professional expositions. Before submitting a deposit to the event promoter, Ambassadors must contact SolarCity in writing no less than 60 days prior to such trade show or professional exposition for conditional approval. If SolarCity does not respond to a request within 30 days, the request shall be deemed denied. SolarCity's policy is to authorize only one SolarCity business per event. Final approval (if any) will be granted to the first Ambassador who submits an official advertisement of the event, a copy of the contract signed by both the Ambassador and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to SolarCity. SolarCity further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the SolarCity opportunity.

4.9 - Conflicts of Interest

4.9.1 - Ambassador Participation in Other Network Marketing Programs

If an Ambassador is engaged in other non-SolarCity direct selling programs, it is the responsibility of the Ambassador to ensure that his or her SolarCity business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

1. Ambassadors shall not display SolarCity promotional material or sales aids with or in the

same location as, any non-SolarCity promotional material or sales aids, products or services.

2. Ambassadors shall not offer the SolarCity opportunity, products or services to prospective or existing Customers or Ambassadors in conjunction with any non-SolarCity program, opportunity, product or service.
3. Ambassadors may not offer any non-SolarCity opportunity, products, services or opportunity at any SolarCity-related meeting, seminar, convention, webinar, teleconference, or other function.

4.9.2 - Confidential Information

“Confidential Information” includes, but is not limited to, Team reports, the identities of SolarCity Customers and Ambassadors, contact information of SolarCity Customers and Ambassadors, and Ambassadors’ personal and group Referral volumes. Confidential Information is, or may be available, to Ambassadors in their respective Back-Offices. Ambassador access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to SolarCity. Such Confidential Information is provided to Ambassadors in strictest confidence and is made available to Ambassadors for the sole purpose of assisting Ambassadors in working with their respective Teams in the development of their SolarCity business. Ambassadors may not use the reports for any purpose other than for developing their SolarCity business. Where an Ambassador participates in other multi-level marketing ventures, he/she is not eligible to have access to Team reports. Ambassadors should use the Confidential Information to assist, motivate, and train their Team Ambassadors. The Ambassador and SolarCity agree that, but for this agreement of confidentiality and nondisclosure, SolarCity would not provide Confidential Information to the Ambassador.

To protect the Confidential Information, Ambassadors shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

1. Directly or indirectly disclose any Confidential Information to any third party;
2. Directly or indirectly disclose the password or other access code to his or her Back-Office;
3. Use any Confidential Information to compete with SolarCity or for any purpose other than promoting his or her SolarCity business;
4. Recruit or solicit any Ambassador or Customer of SolarCity listed on any report or in the Ambassador’s Back-Office, or in any manner attempt to influence or induce any Ambassador or Customer of SolarCity, to alter their business relationship with SolarCity; or
5. Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive Cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether an Ambassador’s Agreement has been terminated, or whether the Ambassador is or is not otherwise affiliated with the Company.

4.10 - Targeting Other Direct Sellers

SolarCity does not condone Ambassadors specifically or consciously targeting the sales force of another direct sales company to become Ambassadors for SolarCity, nor does SolarCity condone Ambassadors solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Ambassadors engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Ambassador alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, SolarCity will not pay any of the Ambassador’s defense costs or legal fees, nor will SolarCity indemnify the Ambassador for any judgment, award, or settlement.

4.11 - Errors or Questions

If an Ambassador has questions about or believes any errors have been made regarding Referral Rewards, Teams or charges, the Ambassador must notify SolarCity in writing at ambassador@solarcity.com within 60 days of the date of the purported error or incident in question. SolarCity will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.12 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Ambassadors shall not represent or imply that SolarCity or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.13 - Income Taxes

Each Ambassador is responsible for paying local, state, and federal taxes on any income generated as an Independent Ambassador. SolarCity cannot provide Ambassadors with any personal tax advice. An Ambassador should consult his or her own tax accountant, tax attorney, or other tax professional. If an Ambassador's SolarCity business is tax exempt, the Federal tax identification number must be provided to SolarCity. Every year, SolarCity will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each Ambassador who had earnings of over \$600 in the previous calendar year.

4.14 - Independent Contractor Status

Ambassadors are INDEPENDENT CONTRACTORS, AND SHALL NOT BE TREATED AS EMPLOYEES OF SOLARCITY FOR STATE OR FEDERAL TAX PURPOSES, OR FOR ANY OTHER REASON. None of these Policies, the rest of the Agreement, or participation in SolarCity is intended to create any relationship of employee and employer or any partnership, joint venture, co-ownership, limited liability company or other association between SolarCity and an Ambassador. 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 an Ambassador to create or assume any obligation on behalf of SolarCity for any purpose whatsoever. Both parties acknowledge that an Ambassador will in no case be entitled to coverage under SolarCity welfare, medical, dental plans; life or disability insurance plans, pension plans, stock option plans or any other SolarCity-sponsored fringe benefits. An Ambassador will determine the method, details, and means of his or her performance to be carried out under the terms of these Policies and the rest of the Agreement. SolarCity shall have no right to, and shall not, control the manner or determine the method of accomplishing such performance.

4.15 - Insurance

Ambassadors may wish to arrange insurance coverage for their business. Homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. Ambassadors should contact their insurance agent to make certain that the Ambassador's business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to the Ambassador's present home owner's policy.

4.16 - Geographic Restrictions

Ambassadors are authorized to refer SolarCity products and services only to residents of regions in which SolarCity offers its residential solar products and services, and to enroll Ambassadors only in those states and jurisdictions in which SolarCity offers the Program; for the avoidance of doubt, the Program is not available to residents of Montana or Louisiana. In addition, no Ambassador may, in any unauthorized region: (a) conduct Referrals, enrollment or training meetings; (b) enroll or attempt to enroll potential Ambassadors; or (c) conduct any other activity for the purpose of establishing or growing a Team, or promoting the SolarCity opportunity.

4.17 - Adherence to Laws and Ordinances

Ambassadors shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Ambassadors because of the nature of their business. However, Ambassadors are responsible for knowing these laws and must obey those laws that do apply to them. If a city or county official tells an Ambassador that an ordinance applies to him or her, the Ambassador shall be polite and cooperative, and immediately send a copy of the ordinance to SolarCity.

4.18 - One SolarCity Business Per Ambassador and Per Household

An Ambassador may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one SolarCity business. No individual may have, operate or receive compensation from more than one SolarCity business. Individuals of the same Household may not enter into or have an interest in more than one SolarCity Business.

In order to maintain the integrity of the SolarCity Compensation Plan, spouses or common-law couples (collectively “spouses”) who wish to become SolarCity Ambassadors must be jointly sponsored as one SolarCity business. Spouses, regardless of whether one or both are signatories to the Ambassador Terms & Conditions, may not own or operate any other SolarCity business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another SolarCity business in any form.

An exception to the one business per Ambassador/household rule will be considered on a case by case basis if two Ambassadors marry or in cases of an Ambassador receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted to SolarCity.

4.19 - Sale, Transfer or Assignment of SolarCity Business

Although a SolarCity business is a privately owned and independently operated business, the sale, transfer or assignment of a SolarCity business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a SolarCity business, is subject to certain limitations. If an Ambassador wishes to sell his or her SolarCity business, or interest in a Business Entity that owns or operates a SolarCity business, the following criteria must be met:

1. The buyer or transferee must become a qualified SolarCity Ambassador. If the buyer is an active SolarCity Ambassador, he or she must first terminate his or her SolarCity business and wait 6 calendar months before acquiring any interest in a different SolarCity business;
2. Before the sale, transfer or assignment can be finalized and approved by SolarCity, any debt obligations the selling party has with SolarCity must be satisfied.
3. The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a SolarCity business.

Prior to selling an independent SolarCity business or Business Entity interest, the selling Ambassador must notify SolarCity in writing and advise of his or her intent to sell his/her SolarCity business or Business Entity interest. The selling Ambassador must also receive written approval from SolarCity before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a SolarCity business.

4.20 - Separation of a SolarCity Business

SolarCity Ambassadors sometimes operate their SolarCity businesses as spousal partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

1. One of the parties may, with consent of the other(s), operate the SolarCity business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize SolarCity to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
2. The parties may continue to operate the SolarCity business jointly on a “business-as-usual” basis, whereupon all compensation paid by SolarCity will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Team of divorcing spouses or a dissolving Business Entity be divided. Similarly, under no circumstances will SolarCity split Referral Rewards checks between divorcing spouses or members of dissolving entities. SolarCity will recognize only one Team and will issue only one Referral Rewards check per SolarCity business per commission cycle. Referral Rewards checks will always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original SolarCity business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting 6 calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait 6 calendar months from the date of the final dissolution before re-enrolling as an Ambassador. In either case, the former spouse or business affiliate shall have no rights to any Ambassadors in their former Team. They must develop the new business in the same manner as would any other new Ambassador.

4.21 - Sponsoring Online

When sponsoring a new Ambassador, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the Ambassador Agreement. The Sponsor may not fill out the online Terms & Conditions on behalf of the applicant or otherwise agree to these materials on behalf of the applicant.

4.22 - Succession

Upon the death or incapacitation of an Ambassador, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Ambassador should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a SolarCity business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Ambassador's marketing organization provided the following qualifications are met. The successor(s) must:

1. Execute an Ambassador Agreement;
2. Comply with terms and provisions of the Agreement;
3. Meet all of the qualifications for the deceased Ambassador's status;
4. The devisee must provide SolarCity with an "address of record" to which all bonus and commission checks will be sent;
5. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. SolarCity will issue all bonus and commission checks and one 1099 to the business entity.

4.22.1 - Transfer Upon Death of an Ambassador

To effect a testamentary transfer of a SolarCity business, the executor of the estate must provide the following to SolarCity: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to SolarCity specifying to whom the business and income should be transferred.

4.22.2 - Transfer Upon Incapacitation of an Ambassador

To effectuate a transfer of a SolarCity business because of incapacity, the successor must provide the following to SolarCity: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the SolarCity business; and (3) a completed Ambassador Agreement executed by the trustee.

4.23 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although SolarCity does not consider Ambassadors to be "telemarketers", these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken

lightly, as they carry significant penalties.

Therefore, Ambassadors must not engage in telemarketing in the operation of their SolarCity businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a SolarCity product or service, or to recruit them for the SolarCity opportunity. “Cold calls” made to prospective customers or Ambassadors that promote either SolarCity’s products or services or the SolarCity opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Ambassador (a “prospect”) is permissible under the following situations:

1. If the Ambassador has an established business relationship with the prospect. An “established business relationship” is a relationship between an Ambassador and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Ambassador, or a financial transaction between the prospect and the Ambassador, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
2. The prospect’s personal inquiry or application regarding a product or service offered by the Ambassador, within the three (3) months immediately preceding the date of such a call.
3. If the Ambassador receives written and signed permission from the prospect authorizing the Ambassador to call. The authorization must specify the telephone number(s) which the Ambassador is authorized to call.
4. An Ambassador may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom an Ambassador has at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if an Ambassador engages in “card collecting” with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Ambassador engages in calling “acquaintances,” he or she must make such calls on an occasional basis only and not make this a routine practice.
5. Ambassadors shall not use automatic telephone dialing systems or software relative to the operation of their SolarCity businesses.
6. Ambassadors shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the SolarCity products, services or opportunity.

4.24 - Back-Office Access

SolarCity makes a Back-Office available to its Ambassadors at www.ambassador.solarcity.com. Back-Offices provide Ambassadors access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Ambassador’s SolarCity business and to increase an Ambassador’s referrals. However, access to a Back-Office is a privilege, and not a right. SolarCity reserves the right to deny Ambassadors’ access to the Back-Office at its sole discretion.

SECTION 5 - RESPONSIBILITIES OF AMBASSADORS

5.1 - Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of support materials, Referral Rewards, and tax documents, it is important that the SolarCity’s files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Ambassador must keep their contact information up to date their through their Ambassador Back-Office.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Ambassador who sponsors another Ambassador into SolarCity must perform a bona fide assistance and training function to ensure that his or her Team is properly operating their SolarCity

business. Ambassadors must have ongoing contact and communication with the Ambassadors in their Team. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Team Ambassadors to SolarCity meetings, training sessions, and other functions. Sponsoring Ambassadors are also responsible to motivate and train new Ambassadors in SolarCity product knowledge, effective Referral techniques, the SolarCity Compensation Plan, and compliance with these Policies, the Agreement, and applicable laws. Communication with and the training of Teams Ambassadors must not, however, violate Section 4.2 (regarding the development of Ambassador-produced sales aids and promotional materials).

Ambassadors should monitor the Ambassadors in their Downline Team to guard against Downline Ambassadors making improper product or business claims, violation of these Policies, or engaging in any illegal or inappropriate conduct.

5.2.2 - Ongoing Sales Responsibilities

Regardless of the success of an Ambassador's Team, each an Ambassador is strongly encouraged to continue to personally generate new Referrals.

5.3 - Nondisparagement

SolarCity values its Ambassadors' constructive criticisms and comments. All such comments should be submitted in writing to Ambassador@solarcity.com. While SolarCity welcomes constructive input, negative comments and remarks made in the field by Ambassadors about the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other SolarCity Ambassadors. For this reason, and to set the proper example for their Team, Ambassadors must not disparage, demean, or make negative remarks about SolarCity, other SolarCity Ambassadors, SolarCity's products, the Compensation plan, or SolarCity's directors, officers, or employees.

SECTION 6 - REFERRAL REWARDS

6.1 - Reports

All information provided by SolarCity in Team activity reports, including but not limited to personal and group Referral Rewards volume (or any part thereof), and Team sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of Referral information; denial of credit card and electronic check payments; canceled Sales Contracts or failed site surveys; credit card and electronic check charge-backs; the information is not guaranteed by SolarCity or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP REFERRAL REWARDS VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SOLARCITY AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AMBASSADOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP REFERRAL REWARDS VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF SOLARCITY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, SOLARCITY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of SolarCity' online reporting services and an Ambassador's reliance upon such information is at such Ambassador's own risk. All such information is provided to Ambassadors "as is". If an Ambassador is dissatisfied with the accuracy or quality of the information, his or her sole and exclusive remedy is to discontinue use of and access to SolarCity' online reporting services and such Ambassador's reliance upon the information.

SECTION 7 - REIMBURSEMENT FOR PURCHASE OF AMBASSADOR TOOL KIT

Upon cancellation of an Ambassador's Agreement, if an Ambassador paid for an Ambassador Tool Kit, the Ambassador shall be entitled, upon request, to reimbursement of the purchase price of the Ambassador Tool Kit and other sales aids that he or she personally purchased from SolarCity (purchases from other Ambassadors or third parties are not subject to refund) which have been purchased within 1 year prior to the date of cancellation. Neither shipping and handling charges incurred by an Ambassador when the Ambassador Tool Kit, products or sales aids were purchased will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account.

SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Ambassador that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Ambassador's SolarCity business), may result, at SolarCity's discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the Ambassador to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from Referral Rewards;
4. SolarCity may withhold from an Ambassador all or part of the Ambassador's Referral Rewards during the period that SolarCity is investigating any conduct allegedly violative of the Agreement. If an Ambassador's business is canceled for disciplinary reasons, the Ambassador will not be entitled to recover any Referral Rewards withheld during the investigation period;
5. Suspension of the individual's Ambassador Agreement and participation in the Ambassador program;
6. Transfer or removal of some or all of an Ambassador's TeamAmbassadors from the offending Ambassador's Downline Team organization.
7. Involuntary termination of the offender's Ambassador Agreement;
8. Suspension and/or termination of the offending Ambassador's SolarCity website or website access;
9. Any other measure whether expressly allowed within any provision of the Agreement or which SolarCity deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Ambassador's policy violation or contractual breach;
10. In situations deemed appropriate by SolarCity, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 - Grievances and Complaints

When an Ambassador has a grievance or complaint with another Ambassador regarding any practice or conduct in relationship to their respective SolarCity businesses, the complaining Ambassador should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to SolarCity. SolarCity will review the facts and attempt to resolve it.

8.3 - Arbitration

8.3.1 - Waiver of Jury Trial.

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. BECAUSE THE PARTIES TO THESE POLICIES AND THE REST OF THE AGREEMENT HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER SOLARCITY NOR THE AMBASSADOR WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, AMBASSADORS WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

8.3.2 - Governing Law; Arbitration by JAMS.

The laws of the state where the Ambassador reside shall govern the Agreement without giving effect to conflict of laws principles. SolarCity agrees that any dispute, claim or disagreement between SolarCity and an Ambassador (a "Dispute") shall be resolved exclusively by arbitration. The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within thirty (30) days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, call any JAMS office or review the materials at www.jamsadr.com. The arbitration shall be held in a location convenient to the Ambassador's home. If a JAMS office does not exist in the county in which the Ambassador lives, then the parties will use another accredited arbitration provider with offices close to the Ambassador's home.

8.3.3 - Fees.

If an Ambassador initiates the arbitration, such Ambassador will be required to pay the first \$125 of any filing fee. SolarCity will pay any filing fees in excess of \$125 and SolarCity will pay all of the arbitration fees and costs. If SolarCity initiates the arbitration, SolarCity will pay all of the filing fees and all of the arbitration fees and costs. SolarCity and the Ambassador will each bear all of its or their own attorney's fees and costs except that an Ambassador is entitled to recover his or her attorney's fees and costs if the Ambassador prevails in the arbitration and the award the Ambassador receives from the arbitrator is higher than SolarCity's last written settlement offer. When determining whether an Ambassador's award is higher than SolarCity's last written settlement offer the Ambassador's attorney's fees and costs will not be included.

8.3.4 - Applicability.

Only Disputes involving an Ambassador and SolarCity may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either of the Ambassador or SolarCity arbitrates a Dispute, neither party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on an Ambassador or SolarCity's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between the Ambassador and SolarCity.

8.3.5 - Arbitrator's Authority.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under the Agreement. The arbitrator, however, is not authorized to change or alter

the terms of the Agreement or to make any award that would extend to any transaction beyond the transaction and Ambassador to which the arbitration relates. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between SolarCity and any Ambassador. The Arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

8.4 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in San Francisco, California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement.

SECTION 9 - PAYMENTS

9.1 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

Ambassadors shall not permit other Ambassadors or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

SECTION 10 - INACTIVITY AND CANCELLATION

10.1 - Effect of Cancellation

So long as an Ambassador remains active and complies with the terms of the Ambassador Agreement, SolarCity shall pay Referral Rewards to such Ambassador in accordance with the Compensation Plan. An Ambassador's Referral Rewards constitute the entire consideration for the Ambassador's efforts in generating Referrals and all activities related to generating Referrals (including building a Team). Following an Ambassador's non-renewal of his or her Ambassador Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Ambassador Agreement (all of these methods are collectively referred to as "cancellation"), the former Ambassador shall have no right, title, claim or interest to the Team which he or she operated, or any Referral Fees resulting from the Referrals generated by the Team. **An Ambassador whose business is cancelled will lose all rights as an Ambassador. This includes the right to generated Referrals, enroll new Ambassadors, and the right to receive future Referral Rewards resulting from the Referrals and other activities of the Ambassador's former Team. In the event of cancellation, Ambassadors agree to waive all rights they may have, including but not limited to property rights, to their former Network and to any Referral Rewards or other payment of any kind derived from the Referrals and other activities of his or her former Team.**

Following an Ambassador's termination of his or her Ambassador Agreement, the former Ambassador shall not hold himself or herself out as a SolarCity Ambassador and shall not have the right to generate Referrals for SolarCity products or services. An Ambassador whose business is terminated shall receive Referral Fees in accordance with Section 7 of the Terms & Conditions (less any amounts withheld during an investigation preceding an involuntary termination).

10.2 - Cancellation Due to Inactivity

If an Ambassador fails to personally generate at least one (1) Referral during each calendar quarter (the "Personal Referral Volume"), or if the Ambassador's Downline Team fails to generate, on average, one-half (1/2) of a Referral per each Ambassador in such Team (the "Team Referral Volume"), SolarCity shall have the right (but not the obligation) to cancel his or her Ambassador Agreement for inactivity, subject to Section 10.3 below.

10.3 - Involuntary Cancellation

An Ambassador's violation of any of the terms of the Agreement, including any amendments that may be made by SolarCity in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the cancellation of his or her Ambassador Agreement by SolarCity. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Ambassador's last known address, email address, or fax number, or to his/her attorney, or when the Ambassador receives actual notice of cancellation, whichever occurs first.

10.4 - Exceptions to Activity Requirements

10.4.1 - Maternity; Adoption.

An Ambassador who is pregnant or whose spouse is pregnant, or an Ambassador who is adopting a child, shall be exempt from meeting his or her Personal Referral Volume requirement for a period of 6 months following the birth or adoption of such child.

10.4.2 - Injury or Illness; Death in Household.

An Ambassador who suffers a serious or life-threatening injury or illness or a death in his or her Household shall be exempt from meeting his or her Personal Referral Volume requirement for the duration of such injury or illness, or, in the case of a death in his or her Household, for a period of 6 months following such death.

10.4.3 - Military Deployment.

Military personnel shall be exempt from meeting their Personal Referral Volume requirement for the duration of the deployment and 6 months thereafter while deployed into a foreign country.

10.4.4 - Exceptions Applicable to Team Referral Volume

To the extent that any Ambassador in your Team is exempt from meeting his or her Personal Referral Volume as set forth in this Section, such Ambassador may also be excluded for purposes of calculating your Team Referral Volume.

Exhibit B

SolarCity Registered Trademarks

SolarCity®
SolarLease®
SolarGuard®

Other SolarCity Trademarks

MySolarCity™
PowerGuide™
Canopy™
SolarPPA™
Turn Sunshine Into Savings™
Switch To Better Energy™
Make The Switch To Better Energy™
Ed™
Riding on Rays™
SolarCity SleekMount™

Referral Members may not bid on the following SolarCity trademarked keywords:

- Better Energy™
- Canopy™
- Ed™
- Make the Switch to Better Energy™
- PowerGuide™
- PurePower™
- Solar Lease
- SolarCity®
- SolarGuard™
- SolarLease®
- SolarPPA™
- SolarStrong™
- Switch to Better Energy™
- Turn Sunshine Into Savings™

Referral Members also may not bid on the following keywords :

- buy solar panels
- commercial rooftop solar
- commercial solar
- commercial solar companies
- commercial solar energy
- commercial solar financing
- commercial solar installers
- commercial solar integrator
- commercial solar lease
- commercial solar panel cost
- commercial solar panel financing
- commercial solar panel installation

- commercial solar panel installers
- commercial solar panel leasing
- commercial solar panel systems
- commercial solar panels
- commercial solar power
- commercial solar systems
- contractors solar
- cost of solar
- energy analysis
- energy audit
- energy efficiency
- energy efficient heating
- energy efficient heating systems
- energy efficient home heaters
- energy efficient homes
- energy rebates
- energy star rebates
- energy upgrade california
- first solar
- home energy audit
- home solar panels
- home solar power
- home solar power systems
- home solar system
- home solar systems
- HVAC installation
- install solar power
- lease solar
- leasing solar
- most energy efficient heating
- Photovoltaic Panels
- photovoltaic systems
- power purchase agreement ppa
- pv panels
- renewable energy sources
- renewable energy technology
- residential energy audit
- residential solar energy
- residential solar panels
- residential solar power
- solar
- solar cost
- solar electricity
- solar energy
- solar energy efficiency

- solar energy for homes
- solar finance
- solar heating
- solar lease
- solar leasing
- solar panel
- solar panel cost
- Solar panel Installation
- solar panel installers
- solar panel prices
- solar panel systems
- solar panels
- solar panels cost
- solar panels for business
- solar panels for commercial buildings
- solar panels for home
- solar panels for homes
- solar panels installation
- solar power
- Solar Power Energy
- solar power for the home
- solar power panel cost
- solar power purchase agreement
- solar power systems
- solar PPA
- solar pv
- solar residential
- solar roof panels
- txu
- txu solar