



POLICIES AND PROCEDURES

1. **Introduction.** Viridian Energy, LLC and its affiliates (“Viridian”) have created a Solar Rewards Program (“SRP” or “Program”) that allows eligible participants to become a referring Solar Rewards Partner (“Referring Partner”) and refer to Viridian people they personally know who have expressed interest in Viridian contacting them about residential solar power for their home (“Referrals”). The following Policies & Procedures are applicable to anyone desiring to be a Referring Partner in the Program.
2. **Eligibility.** To be eligible for the Program, participants must be: (i) 18 years old or over, (ii) reside in, and be a citizen or naturalized or resident alien of, the United States, (iii) register as a Referring Partner at sunroom.viridian.com by using a valid name and address. In addition, the following persons, which includes entities, are not eligible for participating in the Program: (i) current employees or contractors of Crius Energy Management, LLC or any affiliates thereof, and (ii) current Independent Viridian Associates, their spouses, immediate family members, and household members (*i.e.*, those persons residing at the same address).
3. **Participant Minimum Requirements.** Referring Partners shall, at a minimum: (i) conduct themselves with integrity and professionalism when participating in the Program, (ii) only submit persons who have agreed in advance to have Viridian contact them about residential solar systems, (iii) have a valid Social Security number or Federal Employer ID Number, and (iv) submit a W-9 to Viridian, within six (6) months from the first Qualifying Referral, as defined below in Section 5.
4. **Referring Relationship; Prohibited Acts.** Participation in the Program is solely limited to the submission of Referrals to Viridian. Once a Referral has been submitted to Viridian, Viridian will solely manage all aspects of the relationship between the Referral and Viridian. Referring Partners are not employees, nor agents of Viridian, nor Viridian fulfillment partners and cannot represent as such. Referring Partners are not authorized to: (i) accept payment or consideration from any Viridian customer or prospective customer; (ii) refer other Viridian products or receive compensation for such activity, and (iii) incur any expenses, execute contracts, make verbal agreements or offers, or make any final decisions with regards to, but not limited to, promotions, offers, solar system size, payment options, installation process, system maintenance details etc., on behalf of Viridian.; (iv) speak to the Media about or on behalf of Viridian, its affiliates or fulfillment partners. Referring Partners are solely responsible for paying appropriate income taxes on any payments received from participating in the Program. Referring Partners found to be engaging in deceptive, disreputable, improper, or unethical behavior will be immediately terminated from the Program and will forfeit any Compensation.
5. **Compensation.** Referring Partners will be eligible to be paid Two Hundred Fifty Dollars (US\$250.00) for each Qualifying Referral. A “Qualifying Referral” means a Referral that: (i) has been contacted by the referring partner, (ii) has been submitted through the Viridian authorized lead submission tool and certified by the Referring Partner as a valid, contacted customer, (iii) qualifies for solar power based on their credit score, electric bill usage, roof shape, shading, and/or any other customer or system requirements of the Program at such time, (iv) is not an existing or former Viridian or affiliate customer or contact, (v) executes an agreement with Viridian, or its affiliates or partners, within **90** days

of submission of the Referral, and (vi) leads to an installation of a solar energy system from Viridian or its affiliates or partners, within one (1) year from submission of the Referral. Qualifying Referrals will be reconciled by Viridian on a monthly basis and Rewards paid to the Referring Partner, approximately thirty to forty-five (30-45) days after reconciliation and at the end of each month.

6. **Marketing Rules.** Referring Partners may only use marketing materials or referral submission tools provided by Viridian in the SunRoom or shopviridian.com. The use of any other marketing materials may result in immediate termination from the Program. Relationship or “warm marketing” is the only permitted marketing for the Program. Telemarketing, cold-calling, internet marketing, advertising, search engine marketing, links or banner ads, domain forwarding, mass e-mail solicitations, e-mail solicitations to individuals you don’t personally know is prohibited and will result in immediate termination from participating in the Program. Referring Partners may not, in any way, misrepresent the product or use any language not included in Viridian-provided marketing materials. Other than in the permitted marketing materials the use of Viridian trademarks, trade names, logos or other copyrighted materials is not permitted, unless preapproved by Viridian. Contact solar@viridian.com with further questions.

7. **Indemnification.** Each Referring Partner is fully responsible for all verbal and written statements that he or she makes regarding Viridian or any of its affiliates unless expressly contained in official Viridian materials. Referring Partners agree to indemnify Viridian and its affiliates, and hold them harmless from any and all liabilities including judgments, third party law suits, civil penalties, refunds, attorney fees, court costs and lost business incurred as a result of, or stemming from the unauthorized representations, actions or inactions, of a Referring Partner, as well as any breach of the terms of this Policy and Procedures. Viridian has the right to offset any compensation due to a Referring Partner for breaches of this Agreement and for indemnification claims. This provision shall survive the termination of the Agreement.

8. **Program Term.** Viridian may terminate the Program for any reason and at any time, upon which time Viridian will make payment to Referring Partners for earned compensation under the Program.

9. **Governing Law; Arbitration.** This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of New York. Referring Partners and Viridian each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.

10. **SunRoom Access.** Viridian will provide, maintain and control an online Back Office (“SunRoom”) to each Referring Partner. Access to SunRoom provides each Referring Partner with confidential and proprietary information and materials that may be used solely and exclusive to generate Viridian solar power Referrals. Viridian reserves the right to deny any Referring Partner access to their SunRoom, at any time and for any reason deemed appropriate by Viridian. SunRoom is separate from the Referring Partner’s personal referral website. All information and materials provided in the SunRoom is believed, but not guaranteed, to be true and accurate. Due to various factors including, but not limited to, the inherent possibility of human and technical error, the information may vary.