

**Island Solar Consulting**  
**REFERRAL REWARDS PROGRAM**  
**Terms and Conditions**

Participation in and payment through the Island Solar Consulting Referral Rewards Program are subject to the terms and conditions as set out below "Referral Terms", which shall govern every promotion or program whereby a person other than a sales or lead generation employee may be compensated for referring new customers to Island Solar Consulting:

Island Solar Consulting offers a referral program whereby individuals may refer business associates, clients, friends or family to Island Solar Consulting and should the referred person ("Referred Customer") install solar through an Island Solar Consulting "sales" agent and meet the requisites of the program as defined below, the "Referrer" shall be compensated. Each compensated referral within the Referral Rewards Program will be a "Referral".

Because the Referral Rewards Program requires the exchange and use of personal information all "Referrers", as defined below, must read and understand the Privacy Policy.

1. All persons making referrals ("Referrer(s)") must meet the following criteria to be eligible for the Referral Rewards Program:
  - The "Referrer" must be eighteen (18) years of age or older.
  - The "Referred Customer" must be eighteen (18) years of age or older.
  - The Referrer, either independently or through an Island Solar Consulting "sales agent", must register as a Referrer with Island Solar Consulting.
  - The Referrer may inform an Island Solar Consulting agent of their intent to refer a client, however, notification must be acknowledged via an email confirmation, or the Referrer must "Submit a Referral" via the Island Solar Consulting website.
2. Island Solar Consulting and/or WikiWiki Solar sales agents who receive commissions or other compensation based on the sale of solar energy systems are not eligible for the Referral Rewards Program.
3. No purchase is necessary to register for the Referral Rewards Program and there is no limit on the amount of Referral Rewards that a "Referrer" may earn.
4. Referral Reward payment amounts shall be based on the following project criteria (only ONE Reward amount per Referred Customer shall be earned):
  - PV systems over 5.5 kW = \$1000 Reward
  - PV Systems under 5.5 kW = \$500 Reward
  - Battery Systems = \$500 Reward
5. All referrals must be made through an Island Solar Consulting approved method and must be received prior to the initial sales consultation or appointment. These methods include:
  - The Referred Customer requests a consultation or appointment through the Island Solar Consulting website and includes the Referrer in the submission data.
  - The Referred Customer specifically identifies the Referrer (upon initial contact) when scheduling a consultation or appointment with an Island Solar Consulting "sales" representative; or
  - The Referred Customer uses a link provided by the Referrer to sign up for a consultation or appointment.
6. Only one referral compensation or similar payment will be made per Referred Customer, and no payment can be earned pursuant to the Referral Rewards Program if Island Solar Consulting and/or WikiWiki Solar must make any other payment to any other person or entity for the generation of the customer lead/referral.
7. In order for any Referred Customer's installation of solar to entitle the Referrer to compensation the following criteria must be met:
  - The Referrer made a referral through an Island Solar Consulting approved method **prior to the initial sales consultation or appointment.**
  - Prior to the referral being received by Island Solar Consulting, the Referred Customer was never in contact with an Island Solar Consulting and or WikiWiki Solar sales agent;
  - WikiWiki Solar is paid in full for the photovoltaic system installed.
  - The "Referrer" must provide a completed W-9 form to Island Solar Consulting and/or WikiWiki Solar before the Referral Reward is considered payable.
8. Island Solar Consulting and/or WikiWiki Solar have the right to verify the eligibility of all Referrals or otherwise investigate Referrals Island Solar Consulting and/or WikiWiki Solar believes may be the result of suspicious or fraudulent activity, be in violation of these Referral Terms or otherwise subject Island Solar Consulting and/or WikiWiki Solar to potential liability. It will be in Island Solar Consulting's and/or WikiWiki Solar's sole discretion to accept or reject any such Referral, which shall be the final and binding decision.
9. Island Solar Consulting and/or WikiWiki Solar is not required to either initiate or continue to pursue any referral.
10. The Referrer may refer their business clients, friends or family, but the Referrer shall not, without prior written authorization, engage in any advertisement, solicitation or public communication, or otherwise make any representation, about or on behalf of Island Solar Consulting and/or WikiWiki Solar.
11. The Referrer has no interest in any potential project or prospective compensation related thereto that has not been duly earned pursuant to these Referral Terms and shall make no claim otherwise. The Referrer is not a third-party beneficiary to any agreement to which Island Solar Consulting and/or WikiWiki Solar is a party or pertaining to any potential Island Solar Consulting/WikiWiki Solar project.

- 12.The Referrer shall not contact or communicate with any solar provider, contractor, vendor, utility, agency or other third party that Island Solar Consulting and/or WikiWiki Solar may deal with, or otherwise make any public statement, about any WikiWiki Solar project that is an actual or prospective Referred Customer.
- 13.The Referrer must obtain permission from Referred Customers before Island Solar Consulting and/or WikiWiki Solar make contact with the Referred Customer.
- 14.The Referrer agrees, prior to the Referred Customer consenting to a Island Solar Consulting and/or WikiWiki Solar sales agent contacting him or her, they are the actual sender of any form of contact with Referred Customer and does so at the Referrer's sole risk.
- 15.The Referrer agrees to indemnify, defend and hold harmless Island Solar Consulting and/or WikiWiki Solar and its affiliates, owners, directors, employees, agents, contractors, solar providers and finance companies, and their insurers (collectively, "Releasees"), in the event that the Referrer's willful act or omission or negligence subjects any Releasee(s), directly or indirectly, to liability to any party, including for violations of applicable law, including federal, state or local statute, regulation or requirement pertaining to marketing to consumers or otherwise.
- 16.The Referrer shall not make any disparaging remark about any Releasee or take any action that reasonably could adversely affect their personal or professional reputation or prospects.
- 17.In the event Island Solar Consulting and/or WikiWiki Solar determines, in its sole discretion, that a Referrer is in violation of these Referral Terms or is otherwise manipulating or abusing the Customer Referral Program, Island Solar Consulting and/or WikiWiki Solar may withdraw the Referrer's eligibility to participate in the Referral Rewards Program and other similar promotions.
- 18.The Referrer is not an employee of Island Solar Consulting and/or WikiWiki Solar by virtue of participating in the Customer Referral Program and shall not be eligible to earn any wages from Island Solar Consulting and/or WikiWiki Solar or for any health, welfare or other benefits that may be offered to Island Solar Consulting and/or WikiWiki Solar's employees. Island Solar Consulting and/or WikiWiki Solar shall not be required to withhold any taxes from payments made to the Referrer or liable for payment of same to any federal, state, county or municipal government agency, and the Referrer shall fully pay all taxes pertaining to the Referrer promptly when due.
- 19.All amounts paid pursuant to the Customer Referral Program shall be construed as non-employee compensation to the Referrer, subject to any applicable tax or other reporting and contingent upon Island Solar Consulting and/or WikiWiki Solar's prior receipt of a completed Form W-9.
- 20.The Referral Rewards Program may be offered for a limited time and may be modified or discontinued by Island Solar Consulting and/or WikiWiki Solar at any time in its sole discretion without notice.
- 21.Any and all disputes, claims and causes of action arising out of or related to the Customer Referral Program or any compensation awarded shall be resolved under Hawaii law (without reference to its conflicts of laws principles), and participants in the Referral Rewards Program agree to submit any dispute to the exclusive jurisdiction of the state and federal courts located in Hawaii.

These Referral Terms constitute the entire agreement between Referrers and Island Solar Consulting and/or WikiWiki Solar concerning participation in the Referral Reward Program. The failure of Island Solar Consulting and/or WikiWiki Solar to exercise or enforce any right or provision of these Referral Terms shall not constitute a waiver of such right or provision. The Customer Referral Rewards Program is void where prohibited by law. If any provision of these Referral Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Referral Terms remain in full force and effect. A person who is not a party to these Terms shall have no right to enforce or receive the benefit of any of these Referral Terms.