

LUMIO REFER-A-FRIEND TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY (the “Agreement”). This Agreement is a binding, contractual agreement between you, on the one hand, and Lumio HX, Inc, and its subsidiaries, and affiliates (collectively “Lumio”) on the other hand, and sets forth the terms and conditions which apply to your participation in the Lumio Refer-A-Friend Program (“Program”). Lumio reserves the right to both modify this Agreement from time to time and/or to terminate the Program at any time and without prior notice. It is your responsibility to check for updates.

By registering for and/or otherwise participating in the Program, you agree to be bound by this Agreement and Lumio’s Privacy Policy. You further agree to use the Program in the manner specified in this Agreement. If you do not agree to this Agreement in its entirety, you are not authorized to register as an Ambassador or to participate in the Program in any manner. Participation in the Program is not allowed where doing so would be prohibited by any applicable law or regulation.

1. DEFINITIONS.

1.1 As used in this Agreement, the following terms have the following meanings:

- “Account” has the meaning given such term in section 2.3.
- “Ambassador” means any individual who registers to participate in the Program.
- “Personal Link” has the meaning given such term in section 2.4.
- “Prime States” collectively means any state in which Lumio operates. Currently, Prime States include CA, FL, TX, WA, OR, SC, AR, or AZ. Lumio may, at its discretion, add or remove states included in the Prime States list without notice.
- “Qualified Referral” has the meaning given such term in section 2.5.
- “Referred Friend” means any individual who has been submitted as a referral by an Ambassador.
- “Released Parties” has the meaning given such term in section 4.1.
- “Reward” has the meaning given such term in section 2.6.

2. HOW THE PROGRAM WORKS

2.1. Program Participation.

To participate, visit <https://lumio.getambassador.com> and follow the on-screen instructions to join the Program and to become a Lumio Ambassador. As an Ambassador, you may refer as many people as you want to Lumio. Individuals who are referred are called “Referred Friends”. For every Qualified Referral, Ambassadors may be eligible to receive a Reward, provided the Ambassador is otherwise eligible under, and fully compliant with, this Agreement. Lumio reserves the right to modify or amend any aspect of this Agreement at any time including the methods through which Rewards are earned. Lumio reserves the right to disqualify any Ambassador at any time from

participation in the Program if they do not comply with any of this Agreement, in Lumio's sole discretion.

2.2. Ambassador Eligibility Criteria. Ambassadors must:

- Be a legal resident of one of the 50 U.S. states or the District of Columbia;
- Be 18 years or older;
- Be a current Lumio customer; and,
- Have the legal right to provide the personal information (e.g., name, email address, phone number, and zip code).

2.3 Intelligibility. Companies and employees of Lumio or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

2.4. Ambassador Access.

Upon joining the Lumio Referral Program, Ambassadors will be issued a Personal Link to share with all Referred Friends. Personal Links will be issued only to individuals. An individual must be an existing Lumio customer and registered with the Program to be issued a Personal Link, but no additional purchase is required. Ambassadors must respect the spirit of the Program by only referring real third-party individuals who meet the requirements of this Agreement. For example, an Ambassador may not participate in the Program using multiple or fake email addresses or identities. Ambassadors will also be provided with login information to their unique and personal Refer-A-Friend account page ("Account"), where Ambassadors can check the status of their Qualified Referrals and to view their Account and rewards.

2.4. Qualified Referrals. Rewards can only be awarded for Qualified Referrals. A Qualified Referral satisfies all of the following conditions:

- A homeowner (no renters or leased properties);
- Located in a Prime State;
- Signed up for and completed the purchase or lease process for a Lumio solar system using the Ambassador's Personal Link. If a Referred Friend uses any other link or method, or fails to complete the purchase or lease process for the Lumio solar system, the registration will not count as a Qualified Referral;
- Has received permission to operate ("PTO");
- Not previously registered for Services under any email address or alias;
- A legal resident of the 50 U.S. states and the District of Columbia who is 18 years or older.

2.5. Earning Rewards.

Ambassadors shall receive one Reward for each Qualified Referral. Any additional or subsequent purchases made by a Referred Friend will not result in Rewards. Rewards are subject to verification. Lumio may withhold a Reward for investigation, or refuse to process any transaction it deems fraudulent, suspicious, in violation of this Agreement, or believes will impose liability on Lumio, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents, in its sole discretion. Lumio's decisions are final and binding, including

decisions as to whether a Qualified Referral or Reward is valid. If a Referred Friend is referred by multiple Ambassadors, only the Ambassador whose Personal Link was used first during the Referred Friend's registration for Services shall be entitled to receive the Reward.

2.6. Claiming Rewards.

A Reward will have the value of \$500 and may be a gift card, gift certificate or voucher, in Lumio's sole discretion. Ambassadors can view their earned Rewards and Rewards available to claim within their Account. Check your Account for details. Restrictions may apply; for example, if the Reward is in the form of a gift card, gift certificate or voucher it may be subject to the issuer's terms and conditions. Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of an Ambassador's Account for any reason, any unredeemed Rewards accumulated by Ambassador are forfeited.

The specifics of any Reward shall be solely determined by Lumio. No cash or other prize substitution is permitted, except in the Company's discretion. Any Reward is non-transferable. Any and all Reward related expenses, including without limitation any and all federal, state and/or local taxes shall be the sole responsibility of Ambassador. For any Reward or combined Rewards with a value of \$600 or greater, Ambassador will incur tax liability. It is Ambassador's sole duty to properly report the Reward and pay applicable taxes related thereto.

3. PRIVACY

3.1. Participation in the Program may require Ambassadors to submit personal information such as name, address, phone number, and e-mail address. The personal information will be collected, processed and used in accordance with Lumio's Privacy Policy which can be found at www.lumio.com/privacy/.

3.2. Personal information may be used by Lumio or on Lumio's behalf to contact Ambassadors including via mail, e-mail and/or phone regarding the Program, and/or to provide advertising, marketing materials, promotional information, etc., from Lumio. Ambassadors may opt-out from receiving emails by clicking on the opt-out link on the bottom of any of the emails and following the instructions. If an Ambassador opts-out from receiving marketing emails from Lumio, Ambassador will continue to receive administrative, non-commercial, emails regarding participation in the Program. By providing a phone number, Ambassador consents to Lumio's Mobile Communications Policy

4. LIABILITY

4.1. Ambassador Representations and Warranties. By participating in the Program, Ambassador agree: (a) to be bound by this Agreement, the decisions of Lumio and/or their designees, and the Privacy Policies of Lumio; (b) to release and hold harmless Lumio and its respective affiliates and subsidiaries, together with its respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, its respective advertising and promotion entities and any person or entity associated with the production,

operation or administration of the Program (collectively, the “Released Parties”), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and (c) to be contacted by the Lumio via e-mail, mail and/or phone.

4.2 Limitation of Liability. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Lumio disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserves the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Lumio's control, corrupt the administration, security or proper operation of the Program. As a condition of entering the Program, Ambassador agrees that under no circumstances will Ambassador be entitled to any awards for any losses or damages, and Ambassador hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased.

4.2. Force Majeure. The Released Parties shall not be liable to Ambassador for failure to supply any Reward or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

5. APPLICABLE LAW AND DISPUTE RESOLUTION

5.1. Arbitration. For purposes of this Dispute Resolution Policy, a “Dispute” is defined as any controversy, claim, dispute, or difference between Ambassador and Lumio arising out of or relating to this Agreement, and your participation in the Program in any way. Any Dispute shall be resolved solely and exclusively by arbitration to be held in Salt Lake County or Utah County, Utah with a single disinterested arbitrator and pursuant to Utah law. This means that neither Ambassador nor Lumio can sue in court before a judge or jury, individually or as a class member. Instead, an independent arbitrator will decide the dispute with limited discovery rights, and limited rights to appeal. Except as may be required to enforce an arbitration decision, Ambassador and Lumio expressly waive any right to file any legal action in any other state or federal court or before any

other tribunal, and any right to a trial by jury. Each party to such arbitration shall be responsible for its own attorneys' fees and costs regardless of the outcome of the arbitration.

5.1. Choice of Law, Venue, and Jurisdiction. Any and all disputes, claims and causes of action arising out of or related to the Program or any Reward shall be resolved under Utah law (without reference to its conflicts of laws principles), and Ambassador agrees to submit to the exclusive jurisdiction of the state and federal courts located in Utah for resolution for the enforcement of any arbitration award.

6. CONDUCT

6.1. Prohibited Conduct. Participants agree not to use the Program to:

- Violate applicable law. It is Ambassadors responsibility to be familiar with all laws and regulation governing participation in the Program;
- Infringe the intellectual property rights of Lumio or any third parties;
- Stalk, harass, or harm another individual in any way;
- Collect or store personal data about another Participant;
- Impersonate any person, or otherwise misrepresent Ambassador's identity;
- Interfere with, disrupt servers or networks connected to the Program; or disobey any requirements, procedures, policies, or regulations of such networks;
- Interfere with another Ambassador's use of the Program;
- Attempt to gain unauthorized access to the Program, or to other accounts, computer systems, or networks connected to the Program;
- Transmit any file that contains viruses, worms, Trojan horses, or any other contaminating or destructive features;
- Use the Program to conduct any activity or solicit the performance of any illegal activity or other activity that infringes the rights of others; or
- Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

6.2. Bulk Distribution.

If an Ambassador provides a Personal Link to a Referred Friend 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. Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam", in Lumio's sole discretion, is expressly prohibited and may be grounds for immediate termination of the Ambassador's Account and deactivation of the Personal Link.

6.3. Fraudulent and Suspicious Behavior.

Lumio may prohibit Ambassador from participating in the Program or receiving a Reward, in Lumio's sole discretion, if Lumio determines such Ambassador is 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 Lumio. Use of any automated system to participate is strictly prohibited and will result in disqualification. Lumio reserves the right to disqualify any Ambassador and/or cancel any Reward(s), if it finds Ambassador to be tampering with the entry process or the operation of the Program, submitting self-referrals, or violating these terms and conditions. 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, Lumio reserves the right to cancel, change, or suspend the Program.

CAUTION: 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, LUMIO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. MOBILE COMMUNICATION POLICY

7.1. Mobile Alerts. Lumio offers a mobile alert program that gives Ambassador the opportunity to receive information, promotional materials, offers and rewards regarding Lumio, its products, and the Program, direct to Ambassador's phone through SMS/MMS messaging ("Mobile Messages") and/or other social media communication tools. The Program may involve recurring Mobile Messages or phone calls, and additional Mobile Messages may be sent based on Ambassador's interactions with Lumio. Ambassador also agrees that Lumio may use the data submitted (i.e., name and/or mobile phone number) to locate Ambassador on, and communicate with Ambassador through, other social media channels (e.g., Facebook).

7.2. Opt-Out. Ambassador can reply "STOP" to any Mobile Message from Lumio in order to opt-out. Ambassador may also opt-out by expressing the desire not to be called during any telephone call. Ambassador may Opt-Out at any time, without penalty or charge.

7.3. Unsolicited Communications. Lumio does not send unsolicited Mobile Messages. Ambassador will only receive Mobile Messages if Ambassador has submitted an opt-in request. Regardless of the opt-in method utilized, Ambassador agrees that these Terms apply to participation in the Program.

7.4. ATDS. Lumio's Mobile Messages are not sent by an automatic telephone dialing system ("ATDS" or "autodialer"). Nevertheless, by participating, Ambassador agrees to receive autodialed marketing Mobile Messages and understands that consent is not required to make any purchase from Lumio. Ambassador also recognizes that message and data rates may apply and are Ambassador's sole responsibility.

7.5. Phone Number. It is a violation of this Agreement to use another's mobile phone number to opt-in to this Program, or any other similar Lumio program. In opting-in, Ambassador represents and warrants, under penalty of perjury, that the mobile number used to opt-in is Ambassador's. It is also a violation of this policy to opt-in any third-party without their express, written consent.