



Think Local Participation Policies

1. Background

Think Local is a grassroots initiative from Think+ Network, LLC (“**Think+**” and “**we**”) that empowers Independent Energy Advisors (“**EAs**”) to turn business success into local community impact. Through *Think Local*, EAs can earn Community Cash, a non-cash credit pledged to Community Campaigns, which are Think+-approved initiatives or projects designed to impact local communities and promote *Think Local*’s values.

2. These Policies

These Participation Policies (the “**Policies**”) detail Think+’s rules for Independent Energy Advisor (“**EA**”) Participation in *Think Local*. Nothing in these Policies is designed to conflict with Think+’s *Terms & Policies*, the Think+ Compensation Plan, the Think+ Dispute Resolution and Arbitration Policies, and the Think+ Business Entity Addendum (collectively, your “**Agreement**”). If there is a conflict, discrepancy, or inconsistency between the Policies and your Agreement, the terms of the Agreement shall prevail, as applicable. You acknowledge and agree that Think+ may modify the Policies at any time without providing notice to you.

3. Community Cash

Community Cash is a type of credit issued by Think+ to EAs for customer enrollments that trigger Customer Acquisition Bonuses (“**CABs**”) (as that term is described in the Think+ Compensation Plan). EAs can only pledge Community Cash to certain *Community Campaigns* approved by Think+. Community Cash is non-transferable, and it is not redeemable for any other type of credit or reward, nor is it redeemable for cash or anything with monetary value.

A. Earning Community Cash

EAs can earn Community Cash for Personal Customers that trigger CABs. The following enrollment types are not eligible for Community Cash: Band 0, Solar 0, and Free Energy Club. The following tables listed under *Think Local Compensation Overview* outline how much Community Cash is earned per customer enrollment, based on Band, Level, and paid-as Rank:

Think Local Compensation Overview

Community Cash Contributions

Level	Rank	Band 1 / Solar 1	Band 2+ / Solar 2
Level 0	N/A	\$0.50	\$1.00
Level 1	REA	\$0.15	\$0.30
Level 2	REA	\$0.15	\$0.30
Level 3	REA	\$0.10	\$0.20

Level 4	SEA	\$0.10	\$0.20
Level 5	DIR	\$0.25	\$0.50
Level 6	RD	\$0.25	\$0.50
Level 7	SD	\$0.40	\$0.80
Level 8	PTR	\$0.40	\$0.80
Level 9	RP	\$0.50	\$1.00
Level 10	SP	\$0.75	\$1.50

Rank Infinity Community Cash Accrual

Rank	Band 1 / Solar 1	Band 2+ / Solar 2
Sr Energy Advisor	\$0.05	\$0.10
Director	\$0.05	\$0.10
Regional Director	\$0.05	\$0.10
Senior Director	\$0.05	\$0.10
Partner	\$0.05	\$0.10
Regional Partner	\$0.05	\$0.10
Senior Partner	\$0.05	\$0.10

Coded Infinity Community Cash Accrual

Rank	Band 1 / Solar 1	Band 2+ / Solar 2
Director	\$0.05	\$0.10
Regional Director	\$0.10	\$0.20
Senior Director	\$0.10	\$0.20
Partner	\$0.10	\$0.20
Regional Partner	\$0.10	\$0.20
Senior Partner	\$0.10	\$0.20

These values apply to both Personal Customers and Team Customers. All Community Cash is promotional, not guaranteed, and subject to change at Think+’s sole discretion.

B. Using Community Cash for Community Campaigns

Each EA may pledge Community Cash to active Community Campaigns hosted on the *Think Local* platform: local.thinkenergy.plus. A pledge is a commitment of funds to a Community Campaign. If a Community Campaign’s funding goal is not met within the timeline specified on *Think Local’s platform*, the Community Campaign will expire and become ineligible to receive pledges of Community Cash (an “**Expired Campaign**”), unless reactivated by Think+ at its sole discretion. If a Community Campaign is terminated, becomes an Expired Campaign, or otherwise becomes ineligible to receive Community Cash, then, if applicable, any pledged Community Cash to the formerly active Community Campaign may be returned to the applicable EA’s Community Cash balance.

C. Disbursement of Community Cash Funds

Think+ will not disburse funds to the beneficiary of a Community Campaign unless (1) the Community Campaign meets its funding goal prior to its expiration; (2) the beneficiary of the

Community Campaign has satisfied Think+’s requirements for disbursement of funds as determined by Think+ at its sole discretion. If these requirements are satisfied, Think+ will cause funds to be disbursed directly to the beneficiary of the Community Campaign in a manner and timeframe determined by Think+ at Think+’s sole discretion. In no instance will Think+ cause funds to be disbursed directly to an EA.

D. Reimbursement

Think+ discourages reimbursement to any EA for costs incurred by an EA as a result of a Community Campaign. Consequently, Think+ will not reimburse an EA for costs incurred because of a Community Campaign unless, and subject to Think+’s complete discretion, the EA receives approval for the reimbursement from Think+ prior to the cost(s) being incurred. If approved for reimbursement by Think+, the EA seeking reimbursement acknowledges that Think+ may not complete the reimbursement for up to 90 days. EAs seeking reimbursement for costs incurred from a Community Campaign that fail to provide Think+ with requested documentation, such as itemized receipts (or any other information that Think+ may request), within 30 days of the execution of the Community Campaign will not be reimbursed by Think+. Under no circumstance, however, will Think+ reimburse any EA for costs incurred as a result of a Community Campaign that exceeds \$300.

4. Community Campaign Eligibility and Approval

EAs that are in good standing with Think+, have achieved at least the rank of Director, and have completed *Think Local Certification* are eligible to propose Community Campaigns for Think+ to review. If an EA proposes a Community Campaign to Think+ for review (the “**Sponsor EA**”), then the Sponsor EA must provide the following information to Think+: Community Campaign objectives, Community Campaign beneficiaries, desired funds, timelines for launching and completing the Community Campaign, and provide a statement describing the expected community impact of the proposed Community Campaign (collectively, “**Campaign Specifications**”). Failure to provide Campaign Specifications may result in Think+ declining to review an EA-proposed Community Campaign.

Think+ may, at its sole discretion, create and launch Community Campaigns on Think Local’s platform. Think+ does not guarantee to any party that it will review an EA-proposed Community Campaign.

A. Community Campaigns & 501(c)(3) Organizations

In addition to providing Campaign Specifications to Think+, if an eligible EA proposes a Community Campaign benefiting a 501(c)(3) organization, that EA shall attend a pre-approval meeting with a Think+ representative and a representative of the 501(c)(3) organization which the EA has identified as the beneficiary of the proposed Community Campaign. Think+ will not approve any EA-proposed Community Campaign benefiting a 501(c)(3) organization unless the beneficiary 501(c)(3) organization provides the following information to Think:

- (1) legal name;
- (2) EIN, and

(3) verification of non-profit status.

Failure by an EA to satisfy any of the requirements described in this section may result in Think+ declining to review an EA-proposed Community Campaign.

B. Community Campaign Evaluation Criteria

If Think+ determines that it will review an EA-proposed Community Campaign, Think+ will evaluate the EA-proposed Community Campaign based on the following criteria:

- (1) Feasibility: The ability to execute the Community Campaign with the desired funding proposed by the sponsoring EA.
- (2) Alignment: The advancement of Think Local's values: Energy, Equity, Education, and Environment.
- (3) Community Impact: Demonstrated potential for measurable and visible benefit to the community.
- (4) Clarity: Clearly defined funding needs, participation expectations, and timelines for completion.

If Think+ approves a proposed Community Campaign, Think+ will notify the applicable Sponsor EA.

Notwithstanding the above evaluation criteria, Think+, at its sole discretion, may reject any proposed Community Campaign. The following list contains examples of proposed Community Campaigns that Think+ will not approve:

- Community Campaigns that seek funding for the benefit of for-profit business or are designed to fund, or otherwise provide funding to, an individual.
- Community Campaigns that fund private events, team-building activities, or personal gifts.
- Community Campaigns that seek more than \$2,500 in Community Cash pledges.
- Community Campaigns that are incomplete, unverifiable, or reference events that have occurred prior to the start date of the proposed Community Campaign.

C. Modification or Cancellation of Community Campaigns

Think+ reserves the right to approve, deny, modify, suspend, terminate, or request revisions to any Community Campaign, whether proposed or active, at any time, with or without notice, at its sole discretion. If Think+ terminates an active Community Campaign, any pledged Community Cash will be returned to participating EAs.

5. Campaign Execution & Close-Out

Prior to executing a Community Campaign, the Sponsor EA will receive from Think+ a *Think Local Reference Guide* with logistics, marketing, and reporting templates (the "**Reference Guide**"). The Reference Guide will provide information to the Sponsor EA on how to successfully execute the Community Campaign. To demonstrate successful completion of

the Sponsor EA's Community Campaign, the Sponsor EA shall provide Think+ with the following records:

- (i) photographs and/or videos of the Community Campaign;
- (ii) a summary of outcomes for the Community Campaign;
- (iii) Impact metrics for the Community Campaign (if applicable, as determined by Think+), and
- (iv) a count of non-EA volunteers who participated in the Community Campaign, if applicable.

6. Modification, Termination of *Think Local*

Think+ may update, pause, or terminate *Think Local* at any time. If Think+ terminates *Think Local*, all unpledged or unused Community Cash is deemed forfeit. Think+ may, at its sole discretion, cease to allocate new Community Cash to the program.

7. Liability, Indemnification, and Compliance

Neither Think+ nor its affiliates assume liability for accidents, damages, or harm arising from conduct of EAs that choose to engage in Community Campaigns. The Policies incorporate Section 49 Think+'s Terms & Policies regarding indemnification of Think+ and its affiliates by each EA.

Each EA that participates in a Community Campaign shall comply with all applicable laws, including, but not limited to, local laws and ordinances. If an EA chooses to invite a non-EA volunteer to participate in a Community Campaign, the EA shall be responsible for the conduct of the non-EA volunteer(s) invited to participate in the Community Campaign by the EA.

Nothing in the Policies is designed to limit or alter your obligations under Think+'s Terms & Policies. Violation of your Agreement, including Think+'s Terms & Policies, may result in Think+ prohibiting your participation in *Think Local*, forfeiture of Community Cash, or other disciplinary action, including but not limited to, termination of your status as an EA.

8. Dispute Resolution

If a dispute between an EA and Think+ arises from or relates to the Policies, or from an EA's participation in a Community Campaign, then the parties shall resolve the dispute as set forth in the Think+ Dispute Resolution and Arbitration Policies, which are hereby incorporated into and made part of these Policies by reference.