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## **Kichler LightPro™ Rewards Program Account Agreement**

**Effective January 1, 2019**

This Kichler LightPro Rewards Program Account Agreement (the “Agreement”) sets forth the terms and conditions of Kichler Lighting LLC’s (“Kichler”) LightPro Rewards Program for participating professional landscape lighting contractor companies (the “Program”). By enrolling in the Program, you, the professional landscape lighting contractor company (“Member”), agree to the terms and conditions of this Agreement as amended by Kichler, in its sole discretion, from time to time.

### **Membership Qualifications**

Professional landscape lighting contractor companies in the United States who purchase Kichler landscape lighting from participating distributors are eligible to participate in the Program. Member and its affiliates and subsidiaries will be considered a single Member for the Program.

Program membership is assigned to a company, not an individual. Consequently, employees of participating companies are not eligible to participate as a Member. However, all purchases of eligible Kichler products by Member’s employees are eligible for Reward Items and Trip Credits, as defined below in Program Overview.

Members must satisfy all Program eligibility requirements as set forth in this Agreement during the entirety of the applicable promotion period. Kichler reserves the right, in its sole discretion, to determine Program participation eligibility.

### **Membership Application**

One individual per company may sign-up to be a Member of the Program by completing one of the following registration methods:

1. Send an email to [LightPro@kichler.com](mailto:LightPro@kichler.com) including the following information:
  - a. Company name;
  - b. First and last name of owner, principal, or CEO along with title;
  - c. Shipping address;
  - d. Email;
  - e. Phone; and
  - f. List of your top 3 distributors and their location
2. Visit [www.lightprorewards.com](http://www.lightprorewards.com) and complete the online form.

### **Program Custodian**

Each Member company must assign a custodian to its Program account. The custodian must be the owner, principal, or CEO of the company, or someone assigned by the owner, principal, or CEO to serve as the custodian. If the custodian role is assigned, the owner, principal or CEO must inform Kichler by email at [LightPro@rewards.com](mailto:LightPro@rewards.com) of the name of the assigned custodian. The custodian is the main

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contact person and manager of the Program account. The custodian is the exclusive recipient of the quarterly Reward Items and Trip Credits, and may use or disperse the Reward Items and/or Trip Credits at his or her sole discretion.

### **Member Program Responsibilities**

- Membership application must be approved by Kichler prior to Member being eligible to participate in the Program.
- Member must purchase eligible Kichler landscape lighting products (“Qualified Purchases”, as further defined below) from the participating distributor(s) and Member’s account must remain in good standing with the distributor(s) during the entirety of the applicable promotion period to receive Reward Items and Trip Credits. Member is responsible for informing the distributor of Member’s participation in the Program and requesting that the distributor report Member’s Qualified Purchases to Kichler.
- Member is responsible for keeping Program account information up-to-date.
- Member is responsible for keeping Kichler informed of the names of the participating distributor(s) from whom Qualified Purchases are made.
- Member is responsible for ensuring Qualified Purchases are reported to Kichler and informing Kichler of any non-Reported Dollars, as defined below.
- Member agrees to receive regular updates on products, programs and other Kichler information.
- Member is required to read and agree to this Agreement.

### **Eligible Kichler Landscape Lighting Product**

“Qualified Purchases” shall include landscape lighting and accessory SKU numbers found in the Kichler catalog with SKU numbers 15000 through 18000 only. “Qualified Purchases” shall not include outdoor lighting, non-landscape lighting or accessory SKUs such as outdoor ceiling fans or decorative lighting. Qualified Purchases also shall not include wire and/or cable SKUs even if those SKU numbers are 15000 through 18000.

### **Program Overview**

Member Qualified Purchases must be reported to Kichler by participating distributors as Reported Dollars (defined below). Members are eligible to receive the following:

#### **1. Reward Items**

Based on Member’s Reported Dollars, said Member will receive quarterly Reward Items if a minimum Reported Dollars threshold level is met. Reward Items will be provided for each volume tier level Member reaches throughout the year.

Each minimum Reported Dollars threshold level is outlined in the current calendar year’s Program flyer. The type of Reward Items available for each minimum Reported Dollars threshold level will be predetermined by Kichler and sent quarterly to each Member’s assigned Kichler sales representative, who will then be responsible for distribution of the Reward Items to

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each Member. The promotional period for Reward Dollars for a given year runs from January 1<sup>st</sup> through December 31<sup>st</sup>.

**2. Trip Credits**

Member can also earn credits to attend the annual contractor trip (“Trip Credits”). Trip Credits are awarded at the end of each promotional period based on Member’s total Reported Dollars and growth, based on the prior year volume level as outlined on the current year’s Program flyer. The promotional period to earn Trip Credits runs each year from January 1<sup>st</sup> to December 31<sup>th</sup>.

Four (4) Trip Credits are earned for every \$50,000 of Qualified Purchases with maximum annual earnings of twenty-four (24) Trip Credits at \$300,000 or more of Qualified Purchases.

The contractor trip costs 12 Trip Credits for 2 people/1 room. Additional trip details can be found in each year’s trip brochure available at [www.lightprorewards.com](http://www.lightprorewards.com) or by request sent to [lightpro@kichler.com](mailto:lightpro@kichler.com)

Trip Credits will expire after four (4) years. Trip Credits that are not redeemed within that time frame will be forfeited. By way of example, Trip credits earned for Qualified Purchases in 2018 that are awarded in January 2019, must be redeemed no later than January 31, 2023 or be forfeited.

Kichler reserves the right to correct errors made to Member’s Program account. Reward Items and Trip Credits are non-transferrable. The Program, Reward Items, and Trip Credits are void where restricted or prohibited by law.

**Reported Dollars**

“Reported Dollars” are the amounts Member is invoiced for Qualified Purchases as reported to Kichler by participating distributors. All Qualified Purchases made at participating distributors by all employees of Member company are combined and recorded as Reported Dollars under a single membership account. Reported dollars are combined from all participating distributors and accumulated throughout the applicable promotional period. A running total of Reported Dollars for the applicable promotional period will be recorded in each Member’s account. “Reported Dollars” shall not include sales tax, freight charges, ineligible Kichler landscape lighting products and non-landscape lighting products.

Distributors are required to report all transactions that result in negative Reported Dollar values (i.e. returns), as Member’s account will be adjusted as necessary. All Reported Dollar values will be rounded to the nearest dollar.

Each calendar year, on January 1st, the Reported Dollar value on Member’s account will reset to zero.

By participating in the Program, each Member authorizes its participating distributors to submit records of Member’s Qualified Purchases to Kichler on its behalf. Member is responsible for reporting any inaccuracies in its Reported Dollars to Kichler.

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**LightPro Membership Levels**

Reported Dollars are combined from all participating distributors and accumulated throughout the promotional period. The final cumulative Reported Dollars value will determine the membership level for the upcoming calendar year/promotional period. Once a Member's membership level is determined, Member is entitled to all the rewards, benefits, and privileges of that membership level for the upcoming calendar year/promotional period. Membership levels may change from year to year and will be recalculated and awarded annually. The achievement criteria and rewards available for each membership level are listed on the current year's Program flyer at [www.lightprorewards.com](http://www.lightprorewards.com) or by request to [lightpro@kichler.com](mailto:lightpro@kichler.com).

**Logos, Trademarks and Symbols**

Member agrees that the Kichler logo, the LightPro logo and all other Kichler trademarks, logos and trade names are the exclusive property of Kichler, may not be altered in any way or assigned, and may only be used as authorized by Kichler, which authorization may be terminated by Kichler at any time. Member privileges, including the use of the Kichler and LightPro logos, is only available to Members who have achieved a certain level of LightPro membership. The achievement criteria and rewards available for each membership level are listed on the current year's Program flyer at [www.lightprorewards.com](http://www.lightprorewards.com) or by request to [lightpro@kichler.com](mailto:lightpro@kichler.com). See Kichler Brand Guidelines for logo usage instructions.

**Status of Distributor and Member**

Distributor and/or Member are independent entities from Kichler. Nothing in this Agreement will be construed to make a distributor or Member the agent, employee, franchisee, partner or legal representative of Kichler. A distributor and/or Member shall not make any representations on Kichler's behalf to others regarding the Program. Kichler assumes no responsibility or liability for the work or statements of any distributor or Member. A distributor and/or Member shall not engage in any deceptive, misleading, illegal or unethical practice in participating in the Program. In addition, a distributor and/or Member shall not make representations, warranties or guarantees to customers with respect to the specifications, features or capabilities of the Kichler products that are inconsistent with literature distributed by Kichler.

**Fees and Taxes**

Any and all fee and tax obligations arising from member's receipt or use of Reward Items or Trip Credits are the sole responsibility of Member. To the extent required by law, Member will receive an IRS Form 1099 for the value of the Reward Items received or contractor trips taken. For example, checks and non-promotional, non-business rewards may be taxable, requiring issuance of Form 1099. It is recommended that Member consult its tax advisor for complete information regarding fees and taxes related to the Program. Member shall be required to reimburse Kichler for the amount of any tax, tariff, duty or assessment Kichler is obligated to pay or collect in connection with Member's participation in the Program.

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**Consent to Contact Member**

By participating in the Program, Member agrees and consents to Kichler sending all notices, approvals, consents, and other Program communications to Member at the mailing address and/or e-mail address associated with Member's account. This consent shall be deemed to also apply to and be given by Member's subsidiaries and affiliates at any of the addresses or numbers associated with Member's Account. The execution of this Agreement creates an "Existing Business Relationship" as that term is used in Federal and State legislation between Member and Kichler related to unsolicited telephone and other communications.

**Amendments**

Kichler may amend the terms of the Program and/or this Agreement at any time without prior notice. This means, for example, that we may change the minimum Reported Dollars threshold for Reward Items or the number of Trip Credits required to attend the contractor trip. The most up-to-date version of the Agreement will be posted on Kichler's website at [kichler.com](http://kichler.com). Unless otherwise indicated, amendments will apply to any Rewards Items or Trip Credits accrued and/or awarded under the Program after the effective date of the Amendment.

**Membership Termination**

Member may terminate its participation in the Program at any time. Kichler may terminate or suspend any Member's participation in the Program without prior notice: (1) if Member fails to make Qualified Purchases for a period of 12 consecutive months or (2) for cause. "Cause" shall be deemed to exist if: (a) Member fails to comply with the terms of this Agreement or any other Agreement with Kichler or a distributor; (b) Member submits altered or fraudulent invoices in connection with the Program; (c) Member acts in a manner that is inconsistent with the intended purpose of the Program or (d) Member acts in a manner that Kichler reasonably believes may have an adverse effect on Kichler's reputation. Accrued Trip Credits will be forfeited upon termination.

**Kichler Program Termination**

Kichler may terminate the Program at any time by providing notice to Member at least 45 days in advance of the termination date. Such notice may include posting notice of Program termination on Kichler's website at [kichler.com](http://kichler.com). Kichler will honor any Reward Items or Trip Credits earned as of the date of termination. Kichler shall determine, in its sole discretion, any of Member's rights hereunder to Reward Items or Trip Credits, including that Kichler may deny Member all or part of the Reward Items, Trip Credits, or contractor trip participation for any reason, including where Kichler determines that any actual, perceived, or potential conflict of interest exists, or if Kichler determines that Member's presence or conduct could create a conflict of interest or may be detrimental to Kichler's business or reputation.

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**Ohio Law**

This Agreement will be governed and construed in accordance with the laws of Ohio, without reference to its conflict of law provisions.

**Assignment**

Member may not assign, delegate or otherwise transfer (by operation of law, merger or otherwise) any right or obligation under this Agreement to others without Kichler's prior written consent, which it may withhold without cause.

**Entire Agreement**

This Agreement constitutes the entire agreement between Kichler and Member with respect to its subject matter and supersedes all prior discussions and agreements between them regarding the Program. In the event of any conflict between this Agreement and any other documentation regarding the Program, this Agreement shall control. Kichler is not liable for errors or omissions made by its employees or agents in the printing of the Agreement or other related materials, or for errors or omissions made by its employees or agents in interpreting or executing the terms and conditions of the Program. Kichler is not affiliated with any of the suppliers of the Program's rewards and does not endorse or guarantee any of the products or services offered by the suppliers.

**Arbitration**

Any controversy or claim arising out of or related to this Agreement or the Program shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties understand and agree that they are waiving their right to a trial before a judge or jury. Arbitration between the parties shall be held in Cuyahoga County, Ohio.

**No Third-Party Beneficiaries**

This Agreement is for the benefit of Kichler and Member. No other person or entity has any rights under this Agreement.