

# ALPHA SOLAR REFERRAL REWARDS PROGRAM

## Terms & Conditions

### 1. Program Overview

The Alpha Solar Referral Rewards Program ("Program") is organised and administered by Alpha Solar Sdn. Bhd. ("Alpha Solar").

The Program rewards eligible individuals who successfully refer new customers to Alpha Solar for the purchase of eligible solar energy products and services.

By participating in the Program, participants ("Referrers") agree to be bound by these Terms & Conditions.

Alpha Solar reserves the right to amend, suspend, terminate, replace, or withdraw the Program at any time without prior notice and without liability.

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### 2. Eligibility

The Program is open to:

- Existing Alpha Solar customers;
- Homeowners;
- Business owners;
- Members of the public aged eighteen (18) years and above.

The following persons are not eligible:

- Employees of Alpha Solar;
- Immediate family members of employees directly involved in the sales process;
- Any person prohibited by applicable law;
- Any person acting on behalf of a competitor of Alpha Solar.

Alpha Solar reserves the right to determine eligibility at its sole discretion.

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### 3. Valid Referral Requirements

A referral shall only be considered valid if:

- a) The referral is submitted through an Alpha Solar approved referral channel;
- b) The referred individual:
- Has not previously contacted Alpha Solar;
  - Has not received a quotation from Alpha Solar within the preceding twelve (12) months;
  - Has not previously been referred by another party;
  - Has not previously entered into discussions with Alpha Solar regarding the same property or project;
- c) The referral is submitted before Alpha Solar's first recorded engagement with the referred individual.

Submission of a referral does not guarantee acceptance of the referral.

### **3.1 Referral Validity Period**

A referral shall remain valid for two (2) months from the date it is received and recorded by Alpha Solar.

If the referred customer does not sign a sales agreement, quotation acceptance, financing agreement, or otherwise formally engage Alpha Solar within the two (2) month validity period, the referral shall automatically expire.

Upon expiry, Alpha Solar may accept referrals relating to the same customer from other parties.

Alpha Solar's records regarding referral validity shall be final and conclusive.

### **3.2 Non-Exclusive Referral**

Submission of a referral does not grant the Referrer exclusive rights over the referred customer.

Alpha Solar reserves the right to engage directly with any prospective customer.

### **3.3 Self-Referral Prohibited**

The following shall not qualify as valid referrals:

- Referral of oneself;

- Referral of a spouse;
- Referral of parents;
- Referral of children;
- Referral of any company, partnership, trust or entity controlled by the Referrer;
- Referral where the Referrer directly or indirectly benefits from the customer's purchase.

Alpha Solar reserves the right to reject any referral reasonably suspected to be a self-referral.

### **3.4 Related Party Referrals**

Alpha Solar reserves the right to reject referrals involving:

- Related companies;
- Common directors;
- Common shareholders;
- Associated persons;
- Connected entities;

where Alpha Solar reasonably believes the referral was structured primarily to obtain referral rewards.

### **3.5 Eligible Solar ATAP Projects**

The Program applies exclusively to residential solar photovoltaic (PV) systems submitted under the SEDA Malaysia Solar ATAP Programme and installed by Alpha Solar under a valid sales agreement.

For the avoidance of doubt, referral rewards shall only be payable for projects that are expressly determined by Alpha Solar to qualify as Solar ATAP residential installations.

No referral reward shall arise from any project, product, service, upgrade, variation, add-on, campaign, or transaction unless Alpha Solar expressly confirms that such project qualifies under the Program.

Alpha Solar reserves the sole and absolute discretion to determine whether a project qualifies under the Program, and its determination shall be final, conclusive and binding.

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#### 4. Referral Reward Structure

Eligible Referrers shall receive a referral reward equivalent to two percent (2%) of the final contract value of the successfully completed project.

For the purpose of calculating referral rewards, the maximum eligible contract value under the Program shall be capped at Ringgit Malaysia One Hundred Thousand (RM100,000) per project, regardless of the actual contract value, variation orders, upgrades, add-ons, or subsequent purchases.

The final contract value shall exclude:

- SST;
- Financing charges;
- Government incentives;
- Rebates;
- Discounts;
- Refunds;
- Variations;
- Cancellations;
- Deductions.

#### Referral Reward Examples

##### Final Contract Value Referral Reward (2%)

|           |         |
|-----------|---------|
| RM30,000  | RM600   |
| RM50,000  | RM1,000 |
| RM75,000  | RM1,500 |
| RM100,000 | RM2,000 |

Example:

A customer purchasing a solar PV system valued at RM75,000 would generate a referral reward of RM1,500, subject to these Terms & Conditions.

Alpha Solar reserves the right to verify and adjust the final contract value where project scope, pricing or payment amounts are revised.

#### 4.1 Maximum Referral Reward

The maximum contract value eligible for referral reward calculation shall be RM100,000 per project.

Where the final contract value exceeds RM100,000, the referral reward shall be calculated based on RM100,000 only.

Examples:

| Final Contract Value Eligible Contract Value Referral Reward (2%) |           |         |
|-------------------------------------------------------------------|-----------|---------|
| RM30,000                                                          | RM30,000  | RM600   |
| RM50,000                                                          | RM50,000  | RM1,000 |
| RM75,000                                                          | RM75,000  | RM1,500 |
| RM100,000                                                         | RM100,000 | RM2,000 |
| RM120,000                                                         | RM100,000 | RM2,000 |
| RM150,000                                                         | RM100,000 | RM2,000 |

#### 4.2 No Cash Advance

Referral rewards shall not be payable in advance.

#### 4.3 Company Discretion

Alpha Solar reserves the right to:

- revise the referral percentage;
- introduce bonus campaigns;
- modify the reward structure;
- withdraw referral incentives;

at any time without prior notice.

#### 4.4 Active Program Requirement

Referral rewards only apply to projects specifically designated by Alpha Solar as participating in the Program.

No referral reward arises automatically merely because an introduction is made.

#### **4.5 No Guaranteed Reward**

Submission of a referral does not guarantee:

- project award;
- customer purchase;
- referral reward;
- continued participation in the Program.

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### **5. Reward Payment Conditions**

Referral rewards shall only become payable when all of the following conditions are satisfied:

- a) The referred customer signs a valid contract with Alpha Solar;
- b) The referred customer has paid one hundred percent (100%) of the contract value and all payment obligations owing to Alpha Solar have been fully settled;
- c) The project has been fully installed and completed;
- d) The customer has not cancelled the project;
- e) The project has not been terminated or abandoned;
- f) No dispute exists regarding the referral.

Payment shall be made within sixty (60) working days after all conditions have been fulfilled.

#### **5.1 Forfeiture of Reward**

Any unpaid referral reward shall automatically lapse if:

- the Referrer cannot be contacted within one (1) month;
- payment details are not provided within two (2) months;
- these Terms are breached;

- fraudulent conduct is suspected.
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## **6. Cancelled, Suspended or Terminated Projects**

No referral reward shall be payable if:

- the customer cancels the project;
- financing is rejected;
- regulatory approval is denied;
- the customer defaults on payment;
- Alpha Solar terminates the contract;
- the customer requests a refund;
- the project is abandoned;
- force majeure events prevent project completion.

Any reward paid in error may be recovered by Alpha Solar.

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## **7. First Valid Referral Rule**

Where multiple parties claim the same customer, the first referral successfully recorded within Alpha Solar's CRM, website, referral portal, email records or internal systems shall be deemed the valid referral.

Alpha Solar's records shall be final and conclusive evidence.

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## **8. Referral Disputes**

Alpha Solar shall have sole and absolute discretion to determine:

- whether a referral is valid;
- who is the legitimate Referrer;
- whether a reward is payable.

Alpha Solar's decision shall be final and binding.

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## **9. Prohibited Conduct**

Participants shall not:

- provide false information;
- create fictitious referrals;
- submit referrals without consent;
- engage in spam or mass marketing;
- harass prospective customers;
- misrepresent themselves as Alpha Solar representatives;
- offer unauthorized discounts;
- negotiate on behalf of Alpha Solar;
- publish misleading statements regarding Alpha Solar.

Alpha Solar may immediately disqualify any participant suspected of such conduct.

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## **10. No Agency Relationship**

Participation in the Program does not create:

- employment;
- agency;
- partnership;
- joint venture;
- franchise;
- representative relationship.

Referrers are not authorised to negotiate, quote, contract or make commitments on behalf of Alpha Solar.

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## **11. Tax Obligations**

Referrers are solely responsible for all taxes, duties, levies and reporting obligations arising from referral rewards.

Alpha Solar may request supporting information for compliance purposes.

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## **12. Personal Data Protection & Consent**

The Referrer warrants that:



- the referred individual has provided consent for disclosure of their personal information to Alpha Solar;
- the referred individual has been informed that Alpha Solar may contact them regarding solar products and services.

The Referrer agrees to indemnify Alpha Solar against all claims, complaints, losses, fines, penalties, costs and liabilities arising from failure to obtain such consent.

Alpha Solar reserves the right to request evidence of consent.

All personal data shall be processed in accordance with the Personal Data Protection Act 2010 (PDPA).

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## **12A. Marketing Communications**

Referrers shall not:

- send unsolicited bulk messages;
- engage in spam marketing;
- use automated messaging systems;
- conduct unlawful marketing activities.

Alpha Solar reserves the right to reject referrals generated through such conduct.

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## **13. Limitation of Liability**

Alpha Solar shall not be liable for:

- lost profits;
- indirect losses;
- referral disputes;
- rejected referrals;
- delayed payments;
- Program amendments;
- Program suspension or termination.

Alpha Solar's total liability shall not exceed the referral reward amount that would otherwise have been payable.

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## **14. Governing Law**

These Terms & Conditions shall be governed by the laws of Malaysia.

Any dispute arising under the Program shall be subject to the exclusive jurisdiction of the Courts of Malaysia.

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## **15. Alpha Solar's Right of Final Determination**

Alpha Solar reserves the absolute right to:

- verify referrals;
- reject referrals;
- investigate suspicious activity;
- withhold rewards;
- suspend participation;
- terminate participation.

Alpha Solar's determination shall be final, conclusive and binding.

### **15.1 Verification and Audit Rights**

Alpha Solar may request supporting documents and conduct audits or investigations relating to any referral.

Failure to cooperate may result in disqualification.

### **15.2 Good Faith Conduct**

Participants shall not engage in conduct that may damage Alpha Solar's reputation, goodwill, employees, contractors, suppliers or customers.

Alpha Solar reserves the right to suspend participation and withhold rewards where such conduct occurs.

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## **16. Promotional Eligibility and Excluded Campaigns**

Notwithstanding any other provision of these Terms & Conditions, Alpha Solar reserves the absolute discretion to determine whether any project, campaign, event, promotion, exhibition, roadshow, tender, strategic partnership, government project, commercial project, corporate project, group purchase arrangement, employee purchase program, special pricing campaign or transaction qualifies for referral rewards.

Alpha Solar may designate any project or campaign as ineligible for referral rewards.

No referral reward shall arise unless Alpha Solar expressly confirms eligibility.

Alpha Solar's determination shall be final and binding.

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## **17. Entire Agreement**

These Terms & Conditions constitute the entire agreement relating to the Program.

No verbal statement, sales discussion, marketing material, social media post, WhatsApp message, email, brochure or other communication shall create any entitlement beyond these Terms & Conditions.

No amendment shall be effective unless made in writing by Alpha Solar.

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## **18. Severability**

If any provision of these Terms & Conditions is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

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## **19. Force Majeure**

Alpha Solar shall not be liable for any delay or failure to perform its obligations arising from events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, regulatory changes, utility restrictions, supply chain disruptions, labour disputes or governmental actions.

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**Last Updated:** 1<sup>st</sup> June 2026

**Alpha Solar Sdn. Bhd.**