

Greenhouse Rewards Program

Rules and Regulations Last Updated 02-27-2020

PLEASE READ THESE PROGRAM TERMS CAREFULLY. BY PARTICIPATING IN GREENHOUSE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE PROGRAM TERMS DESCRIBED HEREIN.

THESE PROGRAM TERMS CONTAIN A CLASS ACTION WAIVER. THEY AFFECT YOUR RIGHTS. PLEASE READ THEM.

IF YOU DO NOT AGREE TO ALL OF THESE PROGRAM TERMS, PLEASE DO NOT PARTICIPATE IN THIS PROGRAM, OR TERMINATE YOUR PARTICIPATION, AS APPLICABLE.

Program Eligibility:

Greenhouse is offered, at the sole discretion of Neishloss & Fleming, LLC, to each Neishloss & Fleming, LLC Appointed Agent ("Agent" or "you") whose appointment contract is current and in good standing. While certain Greenhouse Points may be accumulated before or while the appointment contract is pending, appointment contracts must be valid and current to redeem points. It is also understood that Greenhouse is a voluntary courtesy program presented by Neishloss & Fleming, LLC, and all final decisions regarding offering, earning, claiming and redeeming of points rest in the sole discretion of Neishloss & Fleming, LLC. By participating in Greenhouse, you agree that you have read, understand, and agree to be bound by these program terms and by any changes or modifications we may make. You should review these program terms frequently in order to understand the terms and conditions that apply to Greenhouse, as these may change from time to time.

Earning Points:

Upon the sole discretion of Neishloss & Fleming, LLC, a varying number of Points will be offered for certain qualifying Neishloss & Fleming, LLC events, agent accomplishments or promotions ("Greenhouse Event"). Agents who satisfy the necessary requirements and limitations for a Greenhouse Event will earn the applicable Points. It should be clearly understood that for various reasons certain Greenhouse Events may offer varying amounts of Points, or no Points, for different Agents. Further, earned Points and/or Point Codes are non-transferable or assignable, may not be combined with other Agents and have no value until they are properly claimed and redeemed within the parameters of Greenhouse terms described herein.

Claiming Points:

In order to accumulate earned Points, unless otherwise informed by Neishloss & Fleming, LLC, Agents must **log in** and officially claim earned Points. Neishloss & Fleming, LLC may establish varying deadlines for claiming earned Points. Unless otherwise informed by Neishloss & Fleming, LLC, Agents will have ninety (90) Days to claim earned Points. Points or Point Codes will not be issued for any expired, lost or unused Points or Codes. Claimed Points are non-transferable or assignable, may not be combined with other Agents and have no value until they are properly redeemed within the parameters of Greenhouse terms described herein.

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Default Application Requirements for Promotions:

When Neishloss & Fleming, LLC initiates any type of incentive program offering a certain number of Greenhouse Points per applicant, unless otherwise noted in writing within the promotion's announcement literature, the following defaults must be met to qualify for Points: Points are awarded on issued applications only; Points are awarded only if all other Greenhouse Terms, Conditions & Rules are satisfied.

Redeeming Points:

In order to use claimed Points, unless otherwise informed by Neishloss & Fleming, LLC, Agents must **log in** at and redeem claimed Points. Neishloss & Fleming, LLC may establish varying deadlines for redeeming claimed Points. Unless otherwise informed by Neishloss & Fleming, LLC, claimed Points will expire and be removed from the Agent's Points Account at the earliest of (i) 10 days after Agent's appointment with Neishloss & Fleming, LLC terminates, (ii) 24 months after the Points were earned; or (iii) immediately after the Agent fails to follow these Terms, abuses the Greenhouse privileges or provides false or misleading information regarding eligibility to participate in the program or Points accumulation. Further, Neishloss & Fleming, LLC retains the right to adjust any Agent's claimed or redeemed Points totals if inaccuracies are discovered for any intended or unintended reason. In the event Agent redeems for the wrong item or makes a mistake on redemption, please notify Neishloss & Fleming, LLC as soon as possible.

Points do not Constitute Property of the Agent:

Greenhouse and its benefits are offered at the sole discretion of Neishloss & Fleming, LLC. Greenhouse may be changed, cancelled, restricted and/or discontinued at any time without notice in the sole discretion of Neishloss & Fleming, LLC, even if such changes affect the perceived value of, or your ability to use, the Points you already have accumulated or result in the forfeiture of accumulated Points. The accumulation of Points does not entitle Agent to any vested rights with respect to such points or Program benefits. When redeeming Points, Agent may not rely on the continued availability of any award or award level, and may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased Points requirements or new restrictions at any time. Changes to Greenhouse may affect the perceived value of, or your ability to use, the Points you already have accumulated or result in the forfeiture of accumulated Points.

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Limitation of Liability:

You agree that neither Neishloss & Fleming, LLC, nor its parent companies, subsidiaries, affiliates, directors, employees, agents, contractors, contractual partners, providers, or licensors shall be responsible to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other tangible losses (even if Neishloss & Fleming, LLC had been advised of the possibility of such damages), related to the Program or your participation therein, whether in contract, warranty, or in tort (including negligence) even if Neishloss & Fleming, LLC has been advised of the possibility of such damages, and in no event shall Neishloss & Fleming's maximum aggregate liability for such claims exceed five dollars (US\$5.00).

You further agree that no claims or action in contract, warranty, or in tort (including negligence) arising out of, or related to, your participation in Greenhouse, use of any Points or these program terms may be brought by you more than one (1) year after the cause of action relating to such claim or action arose. If you are dissatisfied, termination of your participation is your sole remedy. We have no other obligation, liability or responsibility to you.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. This section titled "Limitation of Liability" will survive termination of an Agent's participation in the Program.

Indemnification:

By participating in Greenhouse, each Agent agrees to defend, indemnify and hold harmless Neishloss & Fleming, LLC, its parent companies, affiliates, subsidiaries, directors, employees, agents, partners, contractors, contractual partners, telecommunication providers, content providers, and assignees and their respective officers, directors, employees and agents from and against any and all liabilities, claims, actions, demands, damages, costs, losses and expenses (including reasonable attorneys' fees) made by any third party due to or arising out of the Agent's participation in Greenhouse in violation of any law, rule, regulation, guideline, or these program terms, and/or the Agent's violation of any rights of another.

Choice of Law and Dispute Resolution:

Greenhouse and these program terms are governed by laws of the State of Delaware, without regard to its conflict of laws principles. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts within Delaware for any claims arising out of Greenhouse or your participation therein.

To the fullest extent permitted by applicable law, no dispute under these program terms shall be joined to a dispute involving any other party subject to these program terms, whether through class arbitration proceedings or otherwise. You agree that you may bring claims related to Greenhouse and these program terms against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.