

# **Energy Ogre Realtor Affiliate Program**

## **Terms of Service**

### **1. Program Overview**

Energy Ogre, LLC (“Energy Ogre”) offers eligible Texas real estate professionals the opportunity to earn commissions for referring new Energy Ogre customers. Realtors who register and are approved for the Program will receive a unique referral code to share with prospective customers.

### **2. Eligibility**

To participate, you must:

- Be a licensed real estate professional in the State of Texas, in good standing with the Texas Real Estate Commission (“TREC”).
- Have the approval of your brokerage (if applicable).
- Register for the Program through Energy Ogre’s designated portal.
- Accept these Terms of Service electronically.

### **3. Referral Rules**

You may share your referral code:

- Directly with individual clients via email, text message, printed flyers, or Nextdoor posts.
- In one-to-one communications only.

You may NOT share your referral code:

- On social media platforms (e.g., Facebook, Instagram, Reddit) in public posts.
- In online forums, mass-distribution websites, or any similar medium.
- In Facebook groups, on Facebook Messenger broadcasts, or similar channels intended for broad, non-individual distribution.

### **4. Qualified Sign-Ups and Commissions**

You will earn \$100 per Qualified Sign-Up.

A “Qualified Sign-Up” is a new Energy Ogre customer who:

- Uses your referral code during enrollment,
- Remains active and in good standing for at least 60 days after sign-up, and
- Has not previously been an Energy Ogre customer.

If a customer cancels within the first 60 days, the referral will not qualify, and no commission will accrue.

### **5. Clawback Policy**

Commissions are subject to clawback if a referred customer cancels within the first 60 days. In such cases:

- The commission will not accrue toward your payout balance.

- If payment has already been issued in error, Energy Ogre may offset the overpayment against future commissions.

## **6. Payments**

Commissions are calculated monthly and paid within 30 days of the end of the applicable month, subject to the clawback policy.

Payments will be made via the method designated in the Program portal.

Energy Ogre reserves the right to withhold or offset commissions in the event of fraud, misuse, or breach of these Terms.

## **7. TREC Compliance**

Realtors are solely responsible for complying with all applicable TREC rules.

Realtors and their brokerages bear the sole obligation to report compensation received through this Program to TREC.

Energy Ogre is not responsible for such reporting or for any consequences of a Realtor's or brokerage's failure to comply.

## **8. Marketing Materials & Intellectual Property**

Energy Ogre's name, logo, trademarks, and marketing materials remain the exclusive property of Energy Ogre.

Affiliates are granted a limited, non-exclusive, revocable license to use such materials solely for the purposes of promoting Energy Ogre under this Program.

Any unauthorized use or alteration of Energy Ogre materials is strictly prohibited.

## **9. Prohibited Conduct**

Affiliates agree not to:

- Engage in spam, misleading, or deceptive advertising.
- Misrepresent Energy Ogre's services or the terms of this Program.
- Engage in fraudulent activity, including self-referrals, fake sign-ups, or automated enrollments.
- Share referral codes in prohibited channels outlined in Section 3.

Energy Ogre reserves the right to withhold or recover commissions and to terminate participation if prohibited conduct is discovered.

## **10. Audit & Verification**

Energy Ogre reserves the right to audit referral activity at any time to verify compliance.

Affiliates must provide supporting information if requested.

## **11. Non-Exclusivity**

This Agreement does not create an exclusive relationship. Energy Ogre may enter into similar affiliate arrangements with other real estate professionals, organizations, or channels.

## **12. No Assignment**

You may not assign, sell, or transfer your rights or obligations under this Agreement, including your referral code, without Energy Ogre's prior written consent.

## **13. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon written notice.

Upon termination, you must immediately cease use of referral codes, Energy Ogre branding, and marketing materials.

Obligations relating to clawbacks, indemnification, intellectual property, and compliance survive termination.

## **14. Indemnification**

You agree to indemnify, defend, and hold harmless Energy Ogre from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your participation in the Program,
- Your failure to comply with TREC or any applicable law, or
- Your breach of this Agreement.

## **15. Modification of Terms**

Energy Ogre may update, modify, or discontinue this Program or these Terms at any time. Continued participation constitutes acceptance of any modifications.

## **16. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

By registering for the Program, you acknowledge and agree to these Terms of Service.