

TERMS AND CONDITIONS

STAR COMPANIES PREMIER PARTNER PROGRAM

ARTICLE 1. GENERAL

1.1 OVERVIEW

The Star Companies Premier Partner Program (the "Program") is a loyalty reward program offered at the sole discretion of Starpower Home Entertainment Systems, Inc. ("Starpower", "the Company", "we", "our" or "us") and available to certain customers of the Company. The program is accessible through www.star-power.com/partners (the "Program Website") and any other related sites and applications referred to on the Program Website.

The Program allows eligible members ("Members") who have completed the membership enrolment steps to receive Program Rewards when making purchases from the Company and other named associated entities on items identified from time to time by the Company ("Eligible Purchases").

Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit or redemption level.

1.2 TERMS AND CONDITIONS

By participating in the Program, you consent to the terms and conditions set forth herein ("Terms & Conditions", and together with any terms set forth on the Program Website, collectively the "Program Terms"). The Company in its sole discretion can, restrict, suspend, amend, extend, or otherwise alter the Program Terms at any time and without prior notice. Changes may include, among other things, modifying the amount of purchases required to qualify for the various potential Rewards tiers, changing the Rewards percentages, imposing additional restrictions, or terminating the Program. The Company reserves the right to interpret Program rules and policies in its sole discretion and will be the final authority on Rewards qualifications. Any changes to the Program Terms will be effective immediately upon the Company taking any of the following actions: (a) displaying notice at the Company's store (b) providing you with written notice on any statement of account (c) mailing you notice to your last known address (d) sending you written notice by electronic mail or (e) posting changes on the Program Website. We encourage Members to review the Program Terms each time they use the Program.

1.3 ACCEPTANCE

By participating or enrolling in the Program, you accept and agree to be bound by these Terms and Conditions.

ARTICLE 2. PROGRAM MEMBERSHIP

2.1 ELIGIBILITY

Membership is free with no initial or annual fee for membership. Membership is available to general and sub-contracting businesses in the residential and commercial construction industry involved in new

work, additions, alterations, or maintenance and repairs. To become a valid Member, you must complete the enrolment process by providing complete and accurate information and indicating your acceptance of the Program Terms. The Company may deny membership in the Program to any applicant in its sole discretion and without written notice.

2.2 MEMBERSHIP ENROLLMENT

In order to enroll in the Program, you will have to register on the Program Website and create an Account with us and provide one or more names, email addresses, phone numbers, and business addresses (together, "Customer Number"). You agree not to use the Customer Number of any third party or disclose your Customer Number to any third party. You agree to always provide us with correct and complete Account information and inform us of any changes to the information you have provided. Membership is not transferable or assignable and is not for resale or auction.

2.3 SUSPENSION RIGHTS

If the Company determines that a Program Member has abused any of the Program's privileges, fails to comply with any of the Program Terms, or makes any misrepresentation to the Company the Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending such Member's privileges under the Program, revoking any or all of the Rewards in such Program Member's Account, and/or revoking the Program Member's membership in the Program, in each case, with or without advance notice to the Member and without liability to the Company. The Company may revoke your Rewards, at any time, if you exceed your credit limit, become delinquent, are in default of your Agreement, or close your Account.

2.4 CHANGE IN INFORMATION

Program Members are responsible to advise the Company immediately of any change to their address or other contact information. The Company will not be responsible for any communication not received by a Program Member, provided that the Company sent such communication to the address or other contact information then on file from such Program Member.

2.5 INACTIVE ACCOUNTS

A Program Member Account is deemed to be inactive if Rewards are not earned in connection with such Account for 3 years. Once an Account is deemed to be inactive, all Rewards in such Account may, in the Company's sole discretion, be deemed to have been forfeited by such Member, with or without notice.

ARTICLE 3. REWARDS

3.1 COLLECTION; REDEMPTION

Program rebate rewards ("Rewards") can be earned by Program Members in connection with purchases of goods and/or services that meet minimum qualifications ("Eligible Purchase") made through the Company and the following associated entities: Star Floors, Inc., Star SD dba Star Interior Resources, and Ed Kellum & Son LLC, provided that the Customer Number is presented/entered at the time of purchase.

To obtain the Rewards, redemption is available by contacting Program ambassadors either by electronic mail at partners@star-power.com, by phone at 972-503-6005, and/or at physical locations as set forth on the Program Website.

The company reserves the right to issue rewards in any form including gift cards and credits to Member Accounts. The redemption of Rewards is available upon invoice and full payment on Eligible Purchases. A Member must provide their Customer Number when redeeming Rewards to protect the integrity of the Member's Rewards balance.

3.2 ELIGIBLE PURCHASES

Eligible Purchases include purchases paid entirely with dollars, with no Rewards earned for any portion of the purchase price paid for with Reward credits or gift cards. Rewards are based on purchase price of merchandise and exclude labor, programming, delivery, taxes, fees, returns, and previous purchases. Do not combine with other offers or discount which may disqualify purchase for additional Rewards.

3.3 REWARD TIERS

Rebate Rewards increase based on how many product categories are included in Eligible Purchases. Product category ("Product Category") means the applicable product or service category for each Eligible Purchase as set forth in Exhibit A. The Company may determine in its sole discretion which Product Category is applicable to the Eligible Purchases. A minimum purchase of \$25,000.00 (twenty-five thousand dollars) per category and per building site is required to qualify for tiered rebate Rewards. Rebate Reward percentages are set forth in Exhibit A.

3.4 VALUE

Program Rewards are not exchangeable for cash. The accumulation of Rewards does not entitle the Program Members to any vested rights, and the Company does not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit.

3.5 TRANSFERABILITY

Except as permitted from time to time by the Company, Rewards cannot be assigned, exchanged, traded, bartered, purchased, or given by gift or otherwise sold. Any Rewards so acquired are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a Member.

3.6 RETURN/EXCHANGE POLICY

Upon the return and/or exchange of products purchases through the redemption of Rewards, all redeemed Rewards will be returned to the Customer Account.

3.7 PROMOTION

From time to time, the Company may advertise or offer exclusive offers to select Members to redeem Rewards for items other than Customer Account credits or gift cards, or receive other benefits or discounts.

ARTICLE 4. PRIVACY

4.1 CONFIDENTIAL INFORMATION

We are committed to protecting your privacy. We will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers, date of birth, account number and purchasing information (“Personal Information”).

You understand that through your use of the Program, you consent to the collection and use of this information. As part of providing you the Program, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Program and your Account.

4.2 UNSUBSCRIBE

By sharing your email address and as an active customer and Program Member, we and/or our partners may communicate to you special offers, services, promotions and program information. You can unsubscribe from receiving such messages at any time by contacting customer service of the applicable entity, or by clicking unsubscribe at the bottom of any promotional email.

ARTICLE 5. GENERAL

5.1 OTHER TERMS

These Terms & Conditions are in addition to any other Program Terms, and shall be read together with such other Program Terms as one and the same instrument; provided, that if there is a conflict between any terms set forth in these terms and conditions, the Program Website, and/or any other Program Terms, such conflict shall be resolved as follows: first, these Terms & Conditions, thereafter the Program Website and finally any other Program Terms. For the avoidance of doubt, in the event of any action, proceeding or other dispute arising from or relating to any Program Terms, such dispute shall be settled in accordance with the provisions and procedures set forth in these Terms & Conditions.

5.2 WAIVER

Every effort has been made to ensure that the information herein is correct. The Company is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on its website.

Any waiver by the Company of the strict observance, performance or compliance by a Member with any of the Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of the Company as a result of any other failure to observe, perform or comply with the Terms and Conditions. No delay or omission by the Company in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

In the event that any provision in these Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

5.3 CONTACT

If you have any questions about these Terms and Conditions or if you wish to provide any feedback with respect to the Program, please contact us at: partners@star-power.com.

5.4 JURISDICTION/GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern. Any action brought under, pursuant to, or in connection with this Agreement shall be brought only in a state court located in Dallas County, Texas, and each party consents to jurisdiction of such court.

5.5 DISPUTE RESOLUTION

Starpower may elect to resolve any controversy or claim arising out of or relating to these Terms and Conditions, the Program, the Program Website and any other Program Terms or claims relating thereto by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Dallas, Texas, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in the state of Texas, necessary to protect the rights or the property of you or Starpower or its agents, suppliers, and subcontractors), pending the completion of arbitration. You agree that any cause of action arising out of and/or relating to this program must be commenced within two (2) years after the cause of action accrues. Otherwise, such cause of action is permanently barred.

EXHIBIT A

AUTOMATIC REBATE REWARDS ON LEATHER	
Leather Furniture	4% Rebate Reward on all Leather purchases

TIERED REBATE REWARDS

CATEGORIES	DFW	AZ
Premium Audio/Video, Automation, Smart Home	YES	YES
Flooring, Cabinets, Countertops	YES	YES
Shades	YES	YES
Appliances	YES	NA

NUMBER OF CATEGORIES PURCHASED ON QUALIFIED ORDER	PERCENTAGE BACK ON REBATE REWARDS
Buy from 2 Categories Above	1% Rebates Rewards
Buy from 3 Categories Above	2% Rebates Rewards
Buy from 4 Categories Above	3% Rebates Rewards