

Blueshift Affiliate Program Terms and Conditions

Version	Effective	Issued by	Contact
1.1	21 October 2026	Blueshift Energy Inc., Unit 3404 One Corporate Center, Pasig	affiliates@blueshift.ph

This Agreement is between **Blueshift Energy, Inc.** ("Blueshift", "we", "us") and the person or company that accepts it ("you", the "Affiliate"). You accept it by ticking the acceptance box on the online registration form. It is binding from the date and time recorded on that form.

1. What you are signing up for

You introduce people to Blueshift through your **Affiliate Link**. If they become a paying client, you earn a commission based on the Rate Card in Annex A. You choose whether to take it as **cash** or give it to the people you refer as a **discount** on their project (Annex D).

Membership and employee benefits programs can also join as **Discount Partners**, whose members get the discount by showing their member ID (Annex D).

- You are an **independent contractor**. You are not an employee, agent, dealer, or representative of Blueshift, and you must not present yourself as one.
- This is **non-exclusive**. You can refer to other solar companies. We can work with other affiliates.
- You handle your own taxes, permits, and business registration.
- Nothing here creates a partnership, joint venture, or employment relationship.

2. Who can join

Individuals and companies can join, including architects, contractors, real estate agents, content creators, subdivision associations and developers, membership and employee benefits programs, and anyone else who knows people who might want solar.

Who cannot join

- Blueshift employees, unless the CEO has given written permission to a specific group or role.
- Anyone acting on behalf of, or for the benefit of, a person who is not allowed to join.

What you must submit at signup

- Your **TIN**. No exceptions. We cannot pay you without it.

- Your BIR Certificate of Registration (COR), if you have one. Individuals without a COR can still join and are paid against a simple acknowledgment receipt.
- Company affiliates: the person ticking the box must be an authorized signatory, and you upload a secretary's certificate or board resolution naming them.

Full list in Annex C. Only the TIN and the acceptance tick are needed to get your link. Everything else is requested by Finance when you earn your first commission.

3. Your Affiliate Link and how attribution works

Your personal Affiliate Link is issued immediately upon registration. Your contacts must reach Blueshift through your link. That is how we know the lead is yours. We do not accept manually submitted lead lists.

Rules of attribution

- **Last click wins, until the lead is created.** If a contact clicks more than one affiliate's link, the last link clicked before they submit their inquiry gets the lead.
- **Once the lead exists in our CRM, it is locked to you for 365 days** from the lead creation date. Later clicks on other links do not change it.
- If the lead has not closed within 365 days, attribution expires and the contact becomes a house lead.
- **Existing Blueshift customers are house accounts.** When a lead arrives through your link, we check it against our existing customers on entity name, TIN, meter account, and contact number. If it matches, your tag is removed and no commission is owed. This check is automatic and final.
- **Discount Partner members go to the Discount Partner.** If a client shows a valid member ID from a Discount Partner before paying the downpayment, the lead goes to that Discount Partner, even if it came through your link. No commission is owed to you (Annex D).

Subdivision and community partners

If you are a subdivision, homeowners' association, or developer with a signed partnership, leads whose installation address falls inside your community are tagged to you automatically, even without a link click. A personal Affiliate Link always beats the location tag. Existing customers inside your community remain house accounts.

What your contact gets

Every lead that comes through an Affiliate Link gets a **free site visit and assessment**, which Blueshift normally charges for. If you chose the discount option, they also get the discount in Annex D. Otherwise Blueshift quotes at standard pricing.

4. What you earn

Commission is computed from the **Rate Card** in Annex A, on the **VAT-exclusive contract value**, excluding financing charges and third-party pass-through costs. Rates are marginal: each rate applies only to the slice of contract value inside its band.

One commission per client

Commission is payable on a client's **first closed contract only**. After that the client is a Blueshift house account and generates no further commission to anyone, including you. Expansion, add-on, or second-site projects from an existing client contact earn nothing, no matter who prompted them.

Large-company exception

A second affiliate can earn on the same corporate group only if **all three** hold:

- Separate decision authority: a different signatory and a different approval chain from the contract already closed.
- A different site or facility.
- The contact was not already in the Blueshift CRM when the lead was created.

Fail any one and it is a house account. Where the exception applies, commission is computed per project at the full Rate Card, not cumulatively across the group. There is no cap on how many projects an entity group can generate.

Pre-approval

If a lead matches an existing customer entity, our Sales Manager decides in writing whether it qualifies under the exception **before** you do any further work. We never decide this after a contract is signed.

5. When and how you get paid

This section and Section 6 apply only to commission taken as cash. Commission given as a discount is never paid out.

- **Earned:** when Blueshift receives the client's downpayment. Not at signing.
- **Paid:** when Blueshift receives the client's **commissioning payment** for that project. Commercial projects can take several months between downpayment and commissioning. Plan for that.
- **Schedule:** commissioning payments received by the 25th of a month are paid on the last working day of that month. Anything received after the 25th rolls to the next month.

- **Method:** bank transfer to the account on your profile. Blueshift does not pay through e-wallets.
- **Paperwork before release:** if you are a BIR registered taxpayer (you have a COR), you issue Blueshift a sales invoice for the commission. VAT registered companies add 12% VAT. If you are an individual without a COR, you sign a short acknowledgment receipt that Finance emails you with each payout. No invoice or receipt, no payout.
- **Six month limit:** if your TIN, receipt, or invoice is still missing six months after the commission was earned, the commission is forfeited.
- **If the client stops paying** after downpayment and the project never reaches commissioning, no commission is owed.
- **If a payment is reversed** or a contract is rescinded, the related commission is reversed and, if already paid, is deducted from your next payout or repaid on demand.

6. Withholding tax

Philippine law requires Blueshift to withhold expanded withholding tax (EWT) on commissions and remit it to the BIR. This is not an extra charge. It is an advance payment of your own income tax. You get a **BIR Form 2307** from us and you credit the amount against your income tax when you file.

Affiliate type	Withholding rate
Individual	10%
Company	15%

These are the standard rates and they apply to everyone. The full amount withheld is creditable against your income tax, so nothing is lost. If you are BIR registered and qualify for a lower statutory rate, you may submit a notarized sworn declaration of gross receipts with your COR before your first payout and Finance will apply it.

Example: ₱100,000 commission, individual. You receive ₱90,000 cash and a 2307 for ₱10,000.

How you get your 2307

- Blueshift remits the withheld amount to BIR and issues your 2307 within 20 days after the end of each calendar quarter, or earlier on request to affiliates@blueshift.ph.
- The 2307 shows the commission amount, the rate, and the amount withheld. Attach it to your income tax return to claim the credit.
- Withholding applies whether or not you are BIR registered. Registration only affects whether you issue an invoice or sign an acknowledgment receipt.

7. Rules you must follow

Representation

- Do not present yourself as a Blueshift employee, agent, dealer, or representative.
- Do not quote prices, timelines, warranties, payback periods, or savings figures. Blueshift quotes. You introduce.
- Do not use the Blueshift name, logo, photos, proposals, or designs without written permission from Blueshift.
- Do not bid on or advertise against Blueshift brand terms in any ad platform.

Conflict of interest

- Do not refer your own employer, or any entity you own, work for, sit on the board of, or consult for.
- For company affiliates, this extends to your officers, employees, and owners.
- Referring your firm's clients is fine. An architect or agent can refer the client whose project they are working on. Referring the firm itself is not.
- Hiding a conflict voids the commission entirely and makes any amount already paid recoverable.

Anti-circumvention

- Do not share a link on behalf of, or for the benefit of, a person who is not allowed to be an affiliate.
- Do not split, share, or kick back any part of your commission to anyone connected to the referred client. If you want them to benefit, choose the discount option in Annex D.
- Do not use scraped, purchased, or borrowed contact lists to push your link.

Consent

Your link must be shared with people who know they are being pointed to a solar provider. Because contacts reach Blueshift themselves through your link, consent is built in. If we ever have reason to believe a lead did not come from a willing contact, we may void it and ask you for evidence.

8. Content rules for public posts

This section applies to public promotion of your link: video, social media, blog, ads, group posts, and printed material. Private conversations and direct referrals are not covered.

- The **Claims Sheet** in Annex B governs what may and may not be said about Blueshift and solar in any public content.
- No approval is required before posting. You must notify marketing@blueshift.ph before publishing any content that names Blueshift or carries your link. Notification is informational only.
- If you want a review before posting, send the draft to marketing@blueshift.ph. Blueshift will respond within three working days. If no response is received within that period, the draft is deemed approved.
- If published content contains a claim prohibited by Annex B, Blueshift will notify you in writing and identify the claim. You must correct it within seven days by a reasonable means: a caption edit, a pinned comment, an on-screen correction, or removal if no correction is possible. Blueshift will not require removal of content that complies with Annex B.
- Failure to correct a prohibited claim within seven days of notice is a breach of this Agreement.

9. Disclosure

Blueshift may tell the client organization who referred them and how much commission was paid, at any time, without notice to you. If you are not comfortable with the client knowing you were paid, do not refer them.

10. Data privacy

Blueshift processes your personal data (name, TIN, contact details, bank details) to run the program, pay you, and comply with tax law, under the Data Privacy Act of 2012. We keep it as long as required by law and do not sell it. Lead data belongs to Blueshift once the lead is created. You must not collect, store, or reuse personal data of contacts beyond sharing your link.

11. Forfeiture and clawback

You forfeit all pending commissions, and Blueshift may recover any commission already paid, if you:

- Breach the representation, conflict of interest, anti-circumvention, or content rules.
- Conceal a conflict of interest or a relationship with the referred client.
- Submit false registration or tax documents.

Recovery may be by deduction from future payouts or by demand. You agree to repay within 30 days of demand.

12. Termination

- Either side may end this Agreement at any time, for any reason, by written notice (email is fine). No penalty either way.

- Blueshift may also remove you from the program, disable your link, and refuse further leads at its sole discretion.
- Projects where downpayment was received before termination are still paid when they reach commissioning.
- Leads created but not yet closed keep their remaining attribution window, up to the 365 days.
- If termination is for breach, all pending claims are void and Section 11 applies.

13. General

- Blueshift may update the Rate Card, the Claims Sheet, or these terms. Changes that reduce what affiliates or their members get, or add new obligations, take effect 30 days after written notice. Changes that only benefit affiliates or their members take effect when published. Changes apply to leads created after the effective date. Leads already locked keep the terms they were locked under.
- This Agreement is governed by the laws of the Republic of the Philippines. Venue for any dispute is the proper courts of Quezon City, to the exclusion of all others.
- If any clause is found invalid, the rest stays in force.
- This is the entire agreement between us on the affiliate program. It replaces any earlier program, policy page, or verbal arrangement.
- Blueshift's failure to enforce a clause once does not waive it later.

14. Acceptance

You accept this Agreement by ticking the acceptance box on the online registration form. That tick, together with the name, TIN, email, date, time, IP address, and terms version recorded by the form, is your electronic signature under the Electronic Commerce Act of 2000 (RA 8792). No paper signature is needed. If you are registering a company, the person ticking the box confirms they are authorized to bind it.

By accepting you confirm you have read the whole Agreement including Annexes A, B, C, and D, and you specifically agree to the disclosure right (Section 9), the data privacy terms (Section 10), and the forfeiture and clawback terms (Section 11).

Upon acceptance your personal Affiliate Link is issued immediately and sent to the email address on your registration.

Annex A. Rate Card

Rates are marginal. Each rate applies only to the slice of contract value inside its band. Computed on VAT-exclusive contract value, excluding financing charges and third-party pass-through costs.

Band of contract value	Rate on that band
Up to ₱2,000,000	2.0%
₱2,000,001 to ₱15,000,000	1.0%
Above ₱15,000,000	0.5%

₱40,000 accrues at ₱2M and ₱170,000 at ₱15M. Anything above ₱15M is ₱170,000 plus 0.5% of the excess.

Reference values (before withholding)

₱500K	₱1M	₱2M	₱5M	₱10M	₱20M
₱10,000	₱20,000	₱40,000	₱70,000	₱120,000	₱195,000

Worked example: ₱5M contract. First ₱2M at 2% = ₱40,000. Next ₱3M at 1% = ₱30,000. Total ₱70,000. An individual affiliate receives ₱63,000 cash plus a 2307 for ₱7,000. A company receives ₱59,500 plus a 2307 for ₱10,500.

Annex B. Claims Sheet

This Annex governs all public content that names Blueshift or carries an Affiliate Link. Private conversations and direct referrals are not covered.

Permitted statements

- Your own experience as a Blueshift customer, presented as your experience and not as a representation of results for others.
- Any statement published on blueshift.ph or provided to you in writing by Blueshift Marketing, repeated as written.
- That a free site visit and assessment is available through your Affiliate Link.
- If you chose the discount option or are a Discount Partner, the discount described in Annex D, for example "up to 2% off your Blueshift solar installation".

Statements outside these categories are not permitted.

Prohibited statements

- Any savings, payback, return on investment, or bill reduction figure, whether for a specific viewer, a "typical" home or business, or the general public.
- Any price, price range, or starting price.
- Any installation timeline or net metering approval timeline.
- Any discount, promotion, or special rate other than the discount in Annex D.
- The words "guaranteed", "free solar", "zero risk", "no downpayment", "government program", "government subsidy", or statements to similar effect.
- Any statement that you are employed by, represent, or are officially partnered with Blueshift. Describing yourself as a Blueshift affiliate is permitted.
- Any statement about competitors, by name or by implication.
- Any content from a Blueshift quote or proposal, whether yours or another client's.
- Use of the Blueshift name, logo, photographs, or designs without written permission from Blueshift Marketing.

Corrections

Where published content contains a prohibited statement, Section 8 applies: Blueshift will identify the statement in writing and you must correct it within seven days.

Annex C. Documents to submit

Document	Individual	Company
TIN	Required	Required
BIR Certificate of Registration (Form 2303)	If you have one	Required
Valid government ID	Required	Signatory's ID required
Sworn declaration of gross receipts	Optional, only if BIR registered and requesting a lower rate	Optional, only if requesting a lower rate
Terms acceptance	Tick the box at registration	Tick the box at registration
Bank account details	Required	Required, in company name
Sales invoice per payout	Required if BIR registered	Required, plus 12% VAT if VAT registered
Acknowledgment receipt per payout (Finance sends it)	Required if not BIR registered	Not applicable

Your Affiliate Link is issued immediately upon registration. Documents in this table are requested by Finance when your first commission is earned and are sent to affiliates@blueshift.ph.

Annex D. Discount option and Discount Partners

Choosing a discount instead of cash

- You can give your commission to the people you refer as a discount on their project instead of taking it as cash. Your choice applies to every lead that comes through your link.
- Cash is the default. To switch either way, email affiliates@blueshift.ph. The switch applies to leads created after Blueshift confirms it. Leads already created keep the option they had.
- The discount equals the commission you would have earned under Annex A on the client's VAT-exclusive contract value. You receive nothing for those leads.

How the discount works

- The discount is deducted from the VAT-exclusive contract price and shown on the quotation. VAT is computed on the discounted price.
- For installment or Blueshift Lending, the discount comes off the contract price before financing.
- The discount applies to the client's first Blueshift contract only, as in Section 4. It cannot be transferred or converted to cash.
- The discount cannot be claimed after the downpayment is paid.
- A client gets one discount at most. Discounts never stack, even if the client came through an affiliate's discount link and also shows a member ID.

Example: a ₱3,000,000 VAT-exclusive contract gets a ₱50,000 discount (2% of the first ₱2,000,000 plus 1% of the next ₱1,000,000).

Discount Partners

A Discount Partner is a company, such as a membership, alumni, or employee benefits program, that signs a partner agreement with Blueshift. Its commission always goes to its members as the discount above. The partner agreement sets the partner-specific details, such as which member IDs are accepted and any minimum electric bill. Discounts apply wherever Blueshift provides service at the time of the site assessment. If the partner agreement and this Agreement conflict, this Agreement applies.

- A member gets the discount by showing their own valid member ID, as accepted under the partner agreement, before paying the downpayment. They do not need to mention the partner at first contact or come through the partner's Affiliate Link.
- A member gets a free site visit and assessment if they come through the partner's Affiliate Link or show their member ID before the visit.
- Anyone who was already a Blueshift lead or customer before the partner agreement took effect does not qualify.
- If a member shows their member ID, the Discount Partner gets the credit and the member gets the member discount, even if they also came through another affiliate's link. That other affiliate earns nothing on the deal. This overrides the attribution rules in Section 3.

Payment and tax

Commission given as a discount is never paid out, so Sections 5 and 6, and the bank, invoice, and receipt items in Annex C, do not apply to it.

Promotion

Affiliates on the discount option and Discount Partners may advertise the discount and the free site visit, for example "up to 2% off your Blueshift solar installation", along with any eligibility

conditions in a partner agreement. All other Annex B rules apply. If a partner agreement lets the partner list or promote Blueshift using its name and logo, that is the written permission required by Section 7.

Ending

Section 12 applies. Discounts in quotations accepted before the end date are still honored.

Previous versions

- Version 1.0, in effect until 20 October 2026