AT&T is pleased to offer you (“Dealer”) the following opportunity to promote and market DIRECTV NOW (the “Referral Program”) under the Independent Retailer Agreement or Customer Referral Agreement between DIRECTV LLC (“DIRECTV”) and you (the “Agreement”).

Details of the Referral Program

1. The Referral Program is effective on the date the following requirements are met: (a) you accept the terms of this Addendum through the Electronic Consent for this Addendum; and (b) DIRECTV accepts your Electronic Consent for this Addendum. This Referral Program shall terminate on the earlier of the date that DIRECTV notifies you of the Referral Program end date or the termination date of your Agreement (the “Referral Program Period”).

2. During the Referral Program Period, DIRECTV will pay you a $30 Referral Program commission (“Referral Program Commission”) for each new DIRECTV NOW Subscriber (defined below) acquired by you via the marketing leave-behind tactics described in this Addendum. To be eligible to receive such Referral Program Commission, you must submit the prospective DIRECTV NOW Subscriber’s email to DIRECTV. If you do not submit such information to DIRECTV, you will not be paid the Referral Program Commission. You acknowledge, agree and accept that there is no Referral Program Commission reconciliation process.

3. “DIRECTV NOW Subscriber” means a residential end-user who meets DIRECTV’s qualifications for ordering DIRECTV NOW service from DIRECTV, creates an account using a Dealer or distributor specific URL link, whose account bills to the end-user’s provided payment method, and who actually pays for the service.

4. Prior to the Referral Program Period, DIRECTV or its designee will provide you with a custom URL link which you may provide to prospective Subscribers of the DIRECTV System and Programming service in the form of leave behind marketing material only to such prospective Subscribers (a) who have unequivocally declined to purchase DIRECTV System and Programming service that you presented and offered under the Agreement; (b) who are ineligible for the DIRECTV System and Programming service (e.g., do not credit qualify); or (c) for whom Dealer is unable to establish such DIRECTV service due to line of site or other installation issues.

5. The Referral Program Commission will be paid to you directly by DIRECTV or through its distributor designee at the sole discretion of DIRECTV and is not subject to chargeback.

6. You may promote and market DIRECTV NOW during the Referral Program Period using only DIRECTV approved materials and leave be hind s. You are prohibited from (a) assisting the prospective DIRECTV NOW Subscriber in the use of or walking the prospective DIRECTV NOW Subscriber through the URL ordering process; (b) following up with prospective DIRECTV NOW Subscribers for whom you provided any DIRECTV NOW leave behind marketing materials to inquire or verify whether they chose to purchase DIRECTV NOW service; (c) charging any monies for or collecting any money from the prospective DIRECTV NOW Subscriber related to the DIRECTV NOW service; and (d) the use of any outbound telemarketing, e-mail communication, direct mail, online marketing, or use of any tactic that falls under the Federal Trade Commission’s Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain Other Locations or similar state law.
7. Any capitalized terms used herein shall have the meaning otherwise ascribed to them in the Agreements. Except as otherwise set forth to the contrary in this letter agreement, the terms of the Agreement shall apply.

By signing this Addendum via Electronic Consent, you agree to the terms of this Referral Program as set forth above.

Sincerely,

DIRECTV LLC  
Rich Guidotti  
Vice President, Local Channel Partners

Agreed and Accepted:

Dealer Name: _____________________________
Principle Signature: _______________________
Principle Name: ___________________________
Title: _________________________________
Date: _________________________________
Corp Id(s): ______________________________