

AS OF MARCH 1, 2021, THE GAF BUCKS PROGRAM IS BEING DISCONTINUED. THESE GAF BUCKS PROGRAM TERMS AND CONDITIONS HAVE BEEN REVISED TO REFLECT, AMONG OTHER THINGS, CHANGES TO HOW YOU EARN GAF BUCKS AS A RESULT OF SUCH DISCONTINUATION.

GAF Bucks Program Terms and Conditions

Last updated: February 9, 2021

1. Description

The GAF Bucks Program is a program whereby GAF Materials LLC (“GAF”) provides you the opportunity to earn GAF Bucks for engaging in certain activities described in these terms (the “Terms”) and in the Contractor Program Participation Agreement entered into between GAF and you (the “Agreement”). Earned GAF Bucks are redeemable for sales tools, marketing tools and other items, subject to availability by visiting the Certified Contractor Zone (the “CCZ”) at ccz.gaf.com. These Terms govern participation in the GAF Bucks Program. GAF has the sole right to interpret and apply the Terms and its decisions are final and binding. GAF reserves the right to prospectively modify, revise or change these Terms with or without notice. Prospective changes may include, but are not limited to, revising eligibility requirements, rules for earning or redeeming GAF Bucks, items available for redemption, and GAF Bucks expiration dates. GAF reserves the right to prospectively terminate the GAF Bucks Program in its sole discretion. Any capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement. To the extent that any of these Terms may contradict or conflict with any provisions of the Agreement, these Terms shall take precedence and supersede with respect to matters pertaining to the GAF Bucks Program.

2. Eligibility

To be eligible to participate, and to remain in good standing and continue to participate in, the GAF Bucks Program, you must be a member in the Program(s) and in compliance with these Terms and the terms of the Agreement. No individual participation is permitted. All eligibility determinations will be made by GAF in its sole discretion. If you no longer wish to participate in the GAF Bucks Program, your GAF Bucks Authorized Account Holder (as defined below) must contact ccp@gaf.com to be removed from the GAF Bucks Program.

3. GAF Bucks Authorized Account Holder(s)

You shall have one or more employees acting as your GAF Bucks Authorized Account Holder(s). Each GAF Bucks Authorized Account Holder must be your employee who has reached the age of majority in his/her state/province of residence and has the full right, power and authority to bind you with respect to these Terms and any modifications hereof, GAF’s Privacy Policy located at <https://www.gaf.com/en-us/our-company/privacy-and-legal/privacy-policy> (“Privacy Policy”) and any matters relating to the GAF Bucks Program (each, a “GAF Bucks Authorized Account Holder”). No GAF Bucks Authorized Account Holder may participate in his/her individual capacity. Information about your GAF Bucks is available to your GAF Bucks Authorized Account Holder(s) by visiting the CCZ and clicking on GAF Bucks (“GAF Bucks Account”). Each GAF Bucks Authorized Account Holder shall be responsible for your GAF Bucks Account including, but not limited to, submitting any documents required for you to earn GAF Bucks, redemption of GAF Bucks on your behalf and management of your GAF Bucks Account. GAF reserves the right to request proof that an individual is your GAF Bucks Authorized Account Holder from the individual or you. GAF may share any information pertaining to your GAF Bucks Account with any of your GAF Bucks Authorized Account Holders. GAF also reserves the right to share any information pertaining to your GAF Bucks Authorized Account Holder with you including, but not limited to, a GAF Bucks Authorized Account Holder’s name, information about documents submitted, GAF Bucks earned and/or redeemed, and any other relevant information. It is each GAF Bucks Authorized Account Holder’s

responsibility to keep the username and password he/she uses to access your GAF Bucks Account secure. You may terminate any GAF Bucks Authorized Account Holder by contacting ccp@gaf.com. GAF reserves the right to terminate any GAF Bucks Authorized Account Holder for any reason at its sole discretion. GAF is not responsible for any unauthorized enrollment, access, redemption or use of GAF Bucks in your GAF Bucks Account.

4. Earning GAF Bucks

THE LAST DAY THAT YOU MAY EARN GAF BUCKS IS FEBRUARY 28, 2021.

GAF Bucks are earned by you as described below:

GAF Master Elite® Contractors:

- a) 1250 GAF Bucks for satisfying the Enhanced Warranty purchase requirement applicable to your Program as described in the Agreement so long as you have satisfied such requirement on or before February 28, 2021;
- b) 700 GAF Bucks for earning 200 or more points by purchasing and registering certain Enhanced Warranties so long as you have purchased and registered the eligible Enhanced Warranties on or before February 28, 2021. Please refer to the Agreement for qualifying Enhanced Warranties and points associated with each qualifying Enhanced Warranty;
- c) 1 GAF Buck per square up to 200 squares for each Golden Pledge Limited Warranty purchased and registered on or before February 28, 2021; and
- d) 6 GAF Bucks per square up to 100 squares and 6 GAF Bucks for each additional 100 squares for each System Plus Limited Warranty purchased and registered on or before February 28, 2021.

GAF Certified Contractors:

- a) 495 GAF Bucks as a bonus for enrolling in the Program on or before February 28, 2021; and
- b) 6 GAF Bucks for each System Plus Limited Warranty purchased and registered on a project of up to 100 squares and 6 GAF Bucks for each additional 100 squares for warranties that have been purchased and registered on or before February 28, 2021.

GAF AHB Contractors:

- a) 6 GAF Bucks for each System Plus Limited Warranty purchased and registered on a project of up to 100 squares and 6 GAF Bucks for each additional 100 squares for warranties that have been purchased and registered on or before February 28, 2021.

GAF Green Roofer:

- a) 250 GAF Bucks once you have recycled 100 tons of recycled materials; and
- b) 1 GAF Buck for each ton of recycled materials in excess of 100 tons.

To earn the GAF Bucks, you must submit weight tickets as verification of the amount of materials you have recycled. All weight tickets must be submitted on or before February 28, 2021.

NRCA:

- a) Up to 1,500 GAF Bucks to reimburse your actual cost of enrolling with the NCRA if you have enrolled in NCRA on or before February 28, 2021.

GAF Bucks are redeemable for sales tools, marketing tools and other items, subject to availability by visiting the ccz@gaf.com. GAF Bucks earned belong to you and not to any GAF Bucks Authorized Account Holder. GAF Bucks are issued for promotional purposes and are not purchased or sold. GAF Bucks have no cash value. For you to earn GAF Bucks, qualifying Enhanced Warranties must be purchased and registered during one Contract Year; provided, however, that if your Contract Year ends after February 28, 2021, qualifying Enhanced Warranties must be purchased and registered on or before February 28, 2021. GAF will attempt to enter any earned GAF Bucks into your GAF Bucks Account within 4-6 weeks from the time that the GAF Bucks are earned as described above. However, each GAF Bucks Authorized Account Holder shall be responsible for ensuring that your GAF Bucks are properly credited and deducted. Any claim for GAF Bucks not credited to your GAF Bucks Account must be received by GAF within six (6) months of the date on which the requirement for earning such GAF Bucks was met. GAF will review such claims and will determine in its sole discretion if GAF Bucks were not credited to your GAF Bucks Account. GAF reserves the right to require additional information from you. If GAF determines in its sole discretion that it failed to credit your GAF Bucks Account with GAF Bucks earned, your sole and exclusive remedy shall be the issuance of the GAF Bucks not credited to your GAF Bucks Account. GAF reserves the right to remove GAF Bucks from your GAF Bucks Account if it determines that such GAF Bucks were improperly credited to your GAF Bucks Account. **GAF BUCKS ARE NOT REDEEMABLE FOR CASH AND MAY NOT BE BOUGHT, SOLD, AUCTIONED, TRADED, BARTERED, or "POOLED."** GAF Bucks may be transferred only at GAF's sole discretion. GAF Bucks in more than one GAF Bucks Account may not be combined unless authorized by GAF in its sole discretion. GAF Bucks will be deducted from your GAF Bucks Account when GAF Bucks are redeemed. Maximum of 10,000 GAF Bucks can be earned during one Contract Year. **UNUSED GAF BUCKS EXPIRE FIFTEEN (15) MONTHS FROM DATE OF ISSUANCE, OR THREE (3) MONTHS AFTER TERMINATION OR EXPIRATION OF MEMBERSHIP IN THE PROGRAM(S), WHICHEVER PERIOD IS SHORTER, UNLESS OTHERWISE INDICATED BY GAF IN ITS SOLE DISCRETION. IN NO EVENT MAY YOU REDEEM ANY GAF BUCKS AFTER MAY 28, 2022.**

5. Redemption

GAF Bucks can only be redeemed by your GAF Bucks Authorized Account Holder(s) on behalf of you for items described in the CCZ subject to availability and change in GAF's sole discretion. Follow instructions for redeeming GAF Bucks provided on the CCZ. Allow 8-10 weeks from the time GAF Bucks are redeemed for shipment of items or as otherwise indicated. It is a GAF Bucks Authorized Account Holder's responsibility to provide accurate email, contact and shipping information when GAF Bucks are redeemed on behalf of you. Any claim for GAF Bucks improperly deducted from your GAF Bucks Account must be received by GAF within six (6) months of the date on which the GAF Bucks were deducted. GAF will review such claims and will determine in its sole discretion if GAF Bucks were improperly deducted from your GAF Bucks Account. GAF reserves the right to require additional information from you. If GAF determines that it deducted GAF Bucks from your GAF Bucks Account in error, your exclusive remedy shall be the issuance of GAF Bucks improperly deducted.

6. Audit

GAF reserves the right to audit your GAF Bucks Account at any time itself or through an agent to ensure compliance with these Terms and the terms of the Agreement. GAF may require additional information from you to verify any claim. GAF may delay the processing of any claim for GAF Bucks, redemption of GAF Bucks or suspend any account pending completion of any audit. In the event that an audit reveals a

violation of these Terms or the terms of the Agreement, GAF may terminate you, forfeit any existing GAF Bucks, and pursue any other remedy permitted by law or equity.

7. Release

BY PARTICIPATING IN THE GAF BUCKS PROGRAM, YOU AGREE TO RELEASE GAF, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, AGENTS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (THE "GAF PARTIES") FROM ANY AND ALL LIABILITY FOR LOSS OR DAMAGE ARISING FROM OR RELATED TO PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS.

8. Warranties

BY PARTICIPATING IN THE GAF BUCKS PROGRAM, YOU ACKNOWLEDGE THAT GAF MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GAF BUCKS PROGRAM, WHICH IS PROVIDED ON AN "AS IS" BASIS, OR ANY ITEM REDEEMED WITH GAF BUCKS. GAF EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9. Indemnification

YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GAF PARTIES AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COSTS AND REASONABLE ATTORNEYS' FEES) ARISING DIRECTLY OR INDIRECTLY FROM OR AS A RESULT OF YOUR PARTICIPATION IN THE GAF BUCKS PROGRAM, ITEMS REDEEMED WITH GAF BUCKS OR YOUR GAF BUCKS AUTHORIZED ACCOUNT HOLDERS.

10. Disputes

a. Resolution. GAF and you (each, a "Party" and collectively, the "Parties") agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of these Terms or the GAF Bucks Program. If the Parties are unable to resolve a dispute within fifteen (15) days after notice from one Party to the other, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the offices of the AAA in the state nearest the location of your offices. Within thirty (30) days after an arbitrator has been selected, the Parties shall provide all documents and electronically stored information ("ESI") related to or necessary to the prosecution or defense of any claim, defense or legal theory presented in the arbitration by any Party. The Parties shall only be required to produce ESI that is stored in a reasonably accessible medium. No other document requests, interrogatories or requests for admissions shall be permitted. If any Party desires to file a dispositive motion, that Party must first submit a letter to the arbitrator outlining the legal and factual issues that it contends are ripe for summary disposition. The opposing Party shall have five (5) days to submit a letter detailing its position on the requested motion. Within two (2) weeks of submission of the opposing Party's letter, the arbitrator shall determine whether the requesting Party shall be permitted to file a dispositive motion. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either Party in any court of competent jurisdiction. Except as may be required by law, neither Party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other Party. If any of these Terms are deemed to be

unenforceable, the remaining Terms shall be applied as set forth herein. If GAF fails to act with respect to any violation of these Terms it does not waive the right to act with respect to any future violation of these terms. The failure of GAF to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial, territorial or local governmental authorities or for any other reason beyond the reasonable control of GAF, shall not be deemed a breach of the Terms.

b. LIMITATIONS. BY PARTICIPATING IN THE GAF BUCKS PROGRAM, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

IN NO EVENT SHALL GAF BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO PARTICIPATION IN THE GAF BUCKS PROGRAM OR ITEMS REDEEMED WITH GAF BUCKS EVEN IF GAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

c. Governing Law; Remedies. These Terms shall be interpreted and construed under the substantive laws of the State of New York without reference to its conflict of laws principles, except Section 5-1401 of the New York General Obligations Law. All remedies under these Terms shall be cumulative and not exclusive.

11. Internet

GAF reserves the right, in its sole discretion, to modify, suspend or terminate the GAF Bucks Program should a virus, bug or other causes beyond the control of GAF corrupt the administration, security or proper operation of the GAF Bucks Program. In such event, GAF is only responsible for information received up to the date/time of corruption or modification, to the extent feasible. GAF is not responsible for late, lost, incomplete, or misdirected information; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; problems sending or receiving information from the CCZ; or for any other technical problems related to the CCZ. GAF is not responsible for incorrect or inaccurate information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the GAF Bucks Program, or by any technical or human error which may occur in the processing of information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE THE CCZ WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAF BUCKS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, GAF RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Privacy

By participating in the GAF Bucks Program, you agree that any information provided to GAF in connection with GAF Bucks Program will be handled by GAF as described in the Privacy Policy.

13. General Provisions

By participating in the GAF Bucks Program, you consent to GAF's use of your name, photograph, or likeness for advertising and promotional purposes without additional compensation, except where prohibited.

Any federal, state, provincial or territorial income tax or other tax liability resulting from participation in the GAF Bucks Program is your responsibility. You may be issued a 1099 or other tax form if required by applicable law.

Providing fictitious, incorrect, or false information or any failure to abide by these Terms or the terms of the Agreement may result in forfeiture of all of your existing GAF Bucks, termination of your GAF Bucks Account, and any other remedy permitted by law or equity. GAF reserves the right to disqualify or terminate you or your GAF Bucks Authorized Holder for any reason.

The provisions of Sections 6 through 10 (inclusive) of these Terms will survive the expiration or termination of these Terms and/or the Agreement.

14. Contact

For questions about the GAF Bucks Program, contact ccp@gaf.com.