

**FORM OF
DEALER AGREEMENT**

dated as of

9/19/2023

by and between

ENFIN CORP.

and

SUNco Capital LLC



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DEALER AGREEMENT

Preliminary Statement

This DEALER AGREEMENT (together with any Product Specification or Rate Card issued pursuant hereto, as applicable, this “**Agreement**”) is made as of 9/19/2023 (the “**Effective Date**”), by and between EnFin Corp. (“**Lender**”), and SUNco Capital LLC, a Sole Proprietorship, Partnership, or LLC (“**Contractor**” and together with Lender, collectively, the “**Parties**” and each individually, a “**Party**”). Except as otherwise expressly provided herein, capitalized terms not otherwise defined in this Agreement have the meanings, and the rules of interpretation are, set forth in Annex I.

Recitals

- A. Contractor is in the business of selling and installing residential Solar Systems.
- B. Lender is in the business of providing financing for the installation of residential Solar Systems.
- C. Lender and Contractor are entering into this Agreement, to describe the agreed terms and conditions under which Consumers identified by the Contractor may obtain financing from Lender for the purchase and installation costs for Solar Systems sold by Contractor.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and agreements of the Parties expressed herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. **OVERVIEW AND TERM**

1.1 Overview. Under the Financing Program, Contractor will identify potential Consumers and submit information regarding such Consumers and proposed Solar Systems to be sold to such Consumers on credit under a Product Specification through the Platform.

1.2 Term. Agreement commences as of the Effective Date and continues until terminated by either Party pursuant to Article 5 (the “**Term**”).

ARTICLE 2. **FINANCING PROGRAM**

2.1 Communication through Platform. Contractor agrees to use and rely on the Platform (or other automated means of communication and exchange identified by Lender) as the medium of communication between Contractor and Lender and for the exchange of documents as provided in this Agreement, except as otherwise required in this Agreement, as a matter of Applicable Law, by the Arbitration Rules, or, for communications or document deliveries not transmissible through the Platform, pursuant to the provisions of Section 8.1.

2.2 Rate Cards and Product Specifications.

2.2.1 Rate Cards. From time to time, Lender shall provide Contractor with a rate card (each, a “**Rate Card**”) that describes the range of acceptable Loan Terms, including Seller Points and disbursement plans, under which Lender is then willing to enter into Loan Agreements with Consumers identified by Contractor. Lender and Contractor hereby acknowledge



and agree to the initial Rate Card, attached hereto as Exhibit A. Lender may replace Rate Cards as provided in Section 2.2.3 below.

2.2.2 Product Specifications. From time to time, Lender shall make available to Contractor one or more Product Specifications similar to the form attached hereto as Exhibit B (each, a “**Product Specification**”). Each Product Specification will (a) provide terms and requirements for Solar Systems (including any required System Specifications), Consumers and Loan Agreements for financings pursuant to the loan product created by that Product Specification; and (b) define the conditions and deadlines for achieving each Milestone applicable to that Product Specification. Lender and Contractor hereby acknowledge and agree to the initial Product Specification, attached hereto as Exhibit B. Lender may issue new or replacement Product Specifications as provided in Section 2.2.3 below.

2.2.3 Replacement and New Rate Cards and Product Specifications.

(a) **Replacement Rate Cards and Product Specifications.** Lender may, from time to time, in its sole discretion and without consent of Contractor, issue new, or replace any existing, Rate Cards or Product Specifications. Lender will notify the Contractor of any such replacement in writing or via the options available on the Platform.

(b) **Effect on Existing Consumer Credit Offers.** Lender’s issuance of any Product Specification and any Rate Card shall only apply to Consumer Credit Offers issued on or after the effective date of such Product Specification or Rate Card and shall not affect Lender’s obligations under this Agreement to enter into or fund, as applicable, any Loan Agreement originated pursuant to any prior Product Specification or Rate Card.

2.3 Underwriting.

2.3.1 Consumer Application Submission and Review.

(a) **Consumer Application Submission.** A Consumer Application may be submitted by the applicable Consumer on the Platform or by any other method as mutually agreed by the Lender and Contractor.

(b) **Consumer Verification.** With respect to each Consumer, Contractor is required to verify the identification of the prospective Consumer(s) by reviewing a government-issued photo identification document or another identification method authorized by Lender from time to time.

(c) **Consumer Authorizations.** If Contractor is submitting a Consumer’s NPI, Contractor shall obtain and maintain, as required by Section 3.2.2, each Consumer’s signed or recorded authorization for Lender to use NPI related to such Consumer to evaluate such Consumer’s credit and otherwise in connection with the Financing Program.

2.3.2 Consumer Application Review. Lender shall, upon confirming that each Consumer Application is complete, review and respond via the Platform. The response to each such Consumer Application shall be: (a) Approved, (b) Approved with Stipulations, (c) Pending or (d) Declined. If a Consumer Application is classified as Pending, Lender shall request any additional information from the Consumer or the Contractor and determine the status of such Consumer Application after Lender’s receipt of such additional information.

2.3.3 Consumer Application Approval. If a Consumer Application is classified as Approved or Approved with Stipulations, (a) Lender shall provide the Consumer with a Consumer Credit Offer and any related documents or disclosures and (b) if the Consumer Application was classified as Approved with Stipulations, Lender shall request any additional information from the Consumer or the Contractor required for funding. Each Consumer Credit Offer shall include a maximum Financed Amount. Each Product Specification shall specify the maximum allowable timeframe between the Credit Submission Date and the date on which a Consumer signs a Loan Agreement. EnFin will be able, in its sole discretion, to cancel any approved credit associated with an unsigned Loan Agreement, if the Loan Agreement is not signed in the timeframe specified in the Product Specification.



2.3.4 Consumer Credit Offer Expiration. Each Consumer Credit Offer shall be valid for the time period identified in the related Product Specification. Any Consumer Credit Offer shall automatically expire upon (a) the lapse of any acceptance period or (b) failure to achieve any Milestone by a deadline, in either case, identified in the related Product Specification. After a Consumer Credit Offer has expired, Lender will have no obligation to enter into a Loan Agreement with the related Consumer. If a Consumer Credit Offer has expired, Contractor may terminate the original Consumer Credit Offer via the Platform and restart the Consumer Application process.

2.4 Consumer Acceptance.

2.4.1 Consumer Acceptance. If a Consumer decides to purchase a Solar System from the Contractor and accept the applicable Consumer Credit Offer, (a) Contractor shall communicate the required System Specifications described in the related Product Specification, including, without limitation, the final purchase price, to Lender via the Platform or such other process as mutually agreed by Contractor and Lender; (b) Lender shall generate a Loan Agreement and other required documents and disclosures for the related financing; and (c) Lender shall initiate and facilitate the electronic signature process for such Loan Agreement via the Platform. The date that Lender receives a fully executed Loan Agreement from the Consumer consistent with the related Consumer Credit Offer, shall be the “**Offer Acceptance Date**” for such Consumer Credit Offer. On and after the Offer Acceptance Date for a Loan Agreement, Lender shall be committed to enter into a Loan Agreement with the related Consumer, in each case, subject to the terms and conditions set forth in this Agreement and the Product Specification, Rate Sheet and the System Specification related to such Loan Agreement.

2.4.2 Consumer UCC Filings. Contractor acknowledges that Lender may file financing statements and fixture filings to perfect the rights of the Lender in the related Solar System at any time after the applicable Offer Acceptance Date.

2.5 Contractor Installation of Solar Systems.

2.5.1 Installation. For each Solar System, Contractor shall be solely responsible for design, engineering, equipment procurement, supervision, provision of labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and procurement of all Permits consistent with the Home Improvement Contract, Product Specifications and System Specifications applicable to such Solar System (such responsibilities, the “**Installation**”). The Installation includes all other facilities, items and services, even if not specifically identified herein, that are necessary to complete such Solar System in accordance with the other requirements of this Agreement, including the related Product Specification.

2.5.2 Change Orders. Contractor shall provide notice of any change orders to a Home Improvement Contract or Loan Agreement promptly to Lender via the Platform. If a change order will result in a change to the related Loan Agreement, Lender must approve cancellation of the existing Loan Agreement and replacement with a new Loan Agreement reflecting such approved revised terms.

2.5.3 Force Majeure Events. Notwithstanding the foregoing, any Milestone associated with the Installation schedule for a Solar System may be extended up to an additional 90 days (or longer, if approved by Lender) due to the occurrence and continuance of a Force Majeure Event affecting such Solar System. Contractor shall give notice to Lender of the occurrence and continuance of a Force Majeure Event promptly upon receiving any notice, or having any Knowledge thereof, and shall keep Lender advised on a current basis of the expected impact of such Force Majeure Event upon its schedule for performance. Contractor shall use all commercially reasonable efforts to promptly alleviate such Force Majeure Event and its impact.

2.5.4 Job Site Supervision and Personnel. Contractor shall be solely responsible for supervising and directing each Installation, and shall be solely responsible for and have exclusive control over the means, methods, techniques, sequences and procedures employed. Contractor shall ensure that all persons performing each Installation are skilled in the tasks assigned to them and have active appropriate licenses and posted license bonds, if applicable.



2.5.5 Subcontractors. Notwithstanding the foregoing, Lender acknowledges that Contractor may use and engage Subcontractors (including engineers) to perform some or all of the Installation. Contractor shall be solely responsible for the performance of the Installation and for paying each Subcontractor amounts due to such Subcontractor, and nothing contained herein shall obligate Lender to pay any Subcontractor for any of the Installation performed by such Subcontractor or taxes or withholdings related to such Installation performed by any such Subcontractor. No Subcontractor is intended to be, nor shall any such Subcontractor be deemed to be, a third-party beneficiary of this Agreement or an agent, employee, contractor, joint venturer or partner of Lender. Contractor shall cause all Subcontractors to comply with the terms of and standards of performance set forth in this Agreement applicable to Contractor. In accordance with Applicable Law, Contractor shall ensure that all Subcontractors are in compliance with all license and bonding requirements applicable to the work they will perform in connection with the Installation. Contractor agrees to cause all Subcontractors to maintain, and comply with, the same insurance requirements as Contractor. Contractor shall be solely responsible for the employment, control, actions, liability and conduct of its Subcontractors, including the compliance with the terms of this Agreement.

2.5.6 Quality Assurance of Systems. Lender (or a third party that Lender designates) may conduct a quality assurance review for any Solar System, as determined by Lender from time to time.

2.6 Lender Payments for Loan Agreements.

2.6.1 Determining Payment Amounts. The total amount that Lender will fund for each Loan Agreement (each, a “**Contractor Amount**”), shall be determined in accordance with the applicable Rate Sheet for the applicable Loan Terms, including set off of any required Seller Points payable by Contractor.

2.6.2 Milestones. Each Product Specification shall include terms and conditions that must be satisfied to complete each phase of the related financing and Installation of related Solar Systems (each, a “**Milestone**” or “**Payment Milestone**”). Contractor shall notify Lender upon achievement of each Milestone as provided in this Section 2.6.2, provided that achievement of the Offer Acceptance Date shall be as provided in Section 2.4.1. As of the date of each such notice to Lender, Contractor shall be deemed to certify to Lender that each of the representations and warranties in Article 4 is true and correct, including with respect to such Solar System. Lender shall use commercially reasonable efforts to review the applicable conditions and supporting documentation submitted for such Solar System and notify Contractor via the Platform whether such Milestone has been confirmed or is deficient (each, a “**Lender Notification**”). If Lender determines such certification is deficient, Contractor shall not have achieved the applicable Milestone. Upon curing any deficiency, Contractor may resubmit a notice that such Milestone has been achieved for such Solar System, so long as such resubmission occurs within the applicable completion deadline for such Milestone. In the event that a Contractor fails to achieve a Milestone, Lender may, upon its sole determination, set off any amount up to the entire amount already paid in accordance with Section 2.6.5. In such an event, Contractor can request that any funds so set off be paid out upon the achievement of the Milestone.

2.6.3 Lender Payments. Promptly after Lender has confirmed the achievement of a Milestone for a Solar System pursuant to Section 2.6.2 that is associated with a payment under the applicable Rate Sheet, Lender shall arrange for payment of the portion of the Contractor Amount, as applicable, for such Loan Agreement associated with such Milestone, in each case, in immediately available funds to Contractor at the account designated by Contractor in the applicable Authorization for Direct Payment Via ACH Agreement” (the “**Contractor Account**”).

2.6.4 Effect of Payments. Any funding in respect of a Loan to Contractor shall, regardless of any fees or setoff retained by Lender as permitted under this Agreement, be deemed a funding of the Amount Financed for such Loan to the applicable Consumer and such Consumer’s payment of such amount to Contractor in full satisfaction of the installation price of the applicable Solar System as set forth in the applicable Home Improvement Contract.

2.6.5 Right to Set Off. Lender shall have the right to set off amounts due and owing from Contractor (including, but not limited to, Contractor indemnities under Section 6.1 and reimbursed amounts pursuant to Section 5.1.2), against any amounts owed by Lender to Contractor under this Agreement, regardless of whether such amounts relate to the same or



different Consumers, Solar Systems, or Loan Agreements. In the event that a Loan is cancelled, Lender shall have the right to set off any amounts already disbursed against any amount owed by Lender to Contractor under this Agreement, regardless of whether such amounts relate to the same or different Consumers, Solar Systems, or Loan Agreements.

2.7 Consumer Satisfaction Call. Lender hereby reserves the right to communicate with Consumers directly, including by telephone, to obtain Consumer feedback regarding the Financing Program, Contractor and Contractor's participation in the Financing Program, and to confirm such Consumer's understanding of the Financing Program as it relates to such Consumer.

ARTICLE 3. CONTRACTOR COVENANTS

3.1 Notice of Relevant Events.

3.1.1 Litigation. Contractor shall promptly inform Lender of any litigation, action, investigation, Consumer Complaints, event or proceeding that is pending or has been threatened, in either case of which it has Knowledge, that: (a) arises under or relates to this Agreement, any of the transactions under this Agreement or any of Contractor's or any Subcontractor's licenses or Permits required for performance under this Agreement, (b) if adversely resolved, would (i) have a material adverse effect on any Loan Agreement or related Solar System; (ii) have a material adverse effect on the ability of Contractor or Subcontractors or any of their Affiliates to perform their respective obligations under this Agreement; (iii) have a material adverse effect on Contractor or Lender; or (iv) constitute or result, if true, in a material breach of any representation, warranty, covenant or agreement set forth in this Agreement. Any information provided by Contractor pursuant to this Section 3.1.1 shall be deemed Contractor Qualifying Information.

3.1.2 Change in Circumstances. Contractor shall promptly inform Lender upon receiving any notice of, or having any Knowledge of (a) any failure by Contractor to comply with its obligations hereunder, (b) any material misrepresentation, falsity or deficiency in any documentation or materials submitted by Contractor to a Consumer hereunder (including any subsequent events that have caused a Loan Agreement or other document hereunder to become incorrect, false, or deficient) or (c) any material change in Contractor Qualifying Information that Contractor previously provided to Lender. Any information provided by Contractor pursuant to this Section 3.1.2 shall be deemed Contractor Qualifying Information.

3.1.3 Licenses and Registrations. Contractor shall identify to Lender all licenses and registrations, including the license and registration number if applicable, required for the performance of Contractor's obligations for each Installation. Contractor shall promptly notify Lender of any material changes to such requirements, licenses or registrations. Upon Lender's request, Contractor shall deliver evidence satisfactory to Lender from the applicable state licensing board that Contractor is in good standing and is not subject to any liens, litigation, or material complaints before such licensing board. Any information provided by Contractor pursuant to this Section 3.1.3 shall be deemed Contractor Qualifying Information.

3.2 Certain Compliance Requirements.

3.2.1 Compliance with Law; Use of English. Contractor shall perform all activities in connection with this Agreement and the Financing Program, including all advertising and promotion activities, each Installation and its obligations under this Agreement, each Home Improvement Contract and each applicable Loan Agreement, (a) in compliance with such Home Improvement Contract and Applicable Law and (b) in the English language, unless otherwise mutually agreed by the Lender and Contractor. Contractor shall ensure that each Home Improvement Contract contains a full, complete and accurate description of the applicable Solar System and Installation in compliance with Applicable Law. Without limiting the generality of its obligations hereunder, Contractor shall not discriminate against any Consumer on any basis prohibited by Applicable Law and Contractor shall not use or disclose any information relating to Consumers in violation of Applicable Law. Contractor will continue to be in compliance with all applicable lending, consumer finance, consumer protection and other applicable laws relating to the activities it is obligated to perform pursuant to this Agreement (including related



marketing activities) and will possess any licenses or authorizations needed to engage in the activities contemplated by this Agreement.

3.2.2 Contractor Records. Contractor shall provide Lender with all records and information requested by Lender in order to investigate or resolve any material Consumer Complaint from a Consumer. Contractor shall maintain paper copies (when used) or copies of electronic images of and invoices and other records pertaining to any transaction covered by this Agreement for such time and in such manner as any Applicable Law may require, but in no event less than (a) two years from the date of submittal of any Consumer Applications with respect to any Consumers that do not receive a Consumer Credit Offer or (b) seven years from the date of submittal of any Consumer Applications or invoices with respect to any Consumers that receive a Consumer Credit Offer. Contractor will permit any authorized representative of Lender to examine its accounts and records and consult with its personnel, all at reasonable times and upon reasonable notice, to the extent reasonably required to verify the accuracy of information provided by Contractor to Lender and the compliance of Contractor with its obligations under this Agreement.

3.3 Liens and Encumbrances. Contractor shall not permit to exist any lien, charge or encumbrance on, either (a) any Solar System financed by a Loan Agreement or (b) all other fixtures, maintenance supplies, tools, equipment and the like that are appurtenant to, or used in the operation of, such Solar System, so that the applicable Consumer will own such Solar System, fixtures, maintenance supplies and equipment free and clear of any mortgages, liens, charges, encumbrances or mechanics' liens arising or that might arise by, through or under Contractor or Subcontractors. Notwithstanding the foregoing, if the applicable Product Specification provides for any interim Milestones, the foregoing shall not apply to liens arising in respect of work on the Solar System that has not been completed as of the achievement of any such interim Milestone, which liens shall be released upon achievement of the final Milestone.

3.4 Agency. Contractor shall not, and shall not permit any Subcontractor to, represent that it is an agent or employee of Lender.

3.5 Representations to Consumers Regarding Solar Systems. Contractor (a) shall not, and shall not permit any Subcontractor to, (i) make any misrepresentations regarding the performance of the Solar Systems; or (ii) make any representations regarding the performance of the Solar Systems, including energy savings, that are not provided by or reasonably related to and consistent with those provided by the equipment manufacturer(s); and (b) shall in all cases ensure that all representations it or any Subcontractor makes are in accordance with good solar industry practice. Contractor shall not, and shall not permit any Subcontractor to, provide any Consumer with any warranty that is not expressly set forth in the applicable Home Improvement Contract or approved pursuant to [Section 3.14](#). Contractor shall not allow any of its employees or representatives, or the employees or representatives of its Subcontractors, to make any verbal representations concerning these matters that go beyond the applicable written materials and representations provided to Consumers.

3.6 No Exclusivity. Contractor shall not, and shall cause each Subcontractor not to, represent that it is the exclusive provider of services under the Financing Program.

3.7 Consumer Information. Contractor shall not provide any Consumer information to Lender that it has reason to believe is incorrect, false, or deficient. Contractor shall (a) promptly inform Lender upon receiving any notice of, or having any Knowledge of, any incorrect, false, or deceptive information contained in any Consumer Application, Loan Agreement, Home Improvement Contract or System Specification, including any subsequent events that cause such documents or information to be incorrect, false, or deficient and (b) take the steps necessary to correct or clarify such information as requested by Lender.

3.8 Consumer Rebate Assistance. Upon the request of a Consumer, Contractor shall provide documentation regarding the applicable Solar System to such Consumer sufficient to enable such Consumer to apply for available rebate and incentive programs. In connection with rebate and incentive programs, Contractor shall provide the Consumer all assistance customary for the industry in the area of the Job Site and neither Contractor nor its employees shall make any promise or statement to any Consumer regarding rebates or incentives that is not true and correct in all respects.



3.9 Restrictions on Payments. Any Down Payments and Progress Payments contemplated by a Consumer in connection with a Solar System must be in amounts and at times permitted by Applicable Law. Milestones, anticipated timing and amounts for each such payment, if applicable, must be clearly set forth in the related Home Improvement Contract. All Down Payments and Progress Payments must be paid in full by the applicable Consumer prior to the first Milestone for which a payment is due for the related Solar System.

3.10 Warranties and Ownership Support Services.

3.10.1 Workmanship Warranty. Contractor shall comply with warranty requirements under each Home Improvement Contract. The warranty in each Home Improvement Contract (the “**Workmanship Warranty**”), shall (a) have a term of the greater of (i) five years and (ii) any longer term required by Applicable Law; (b) provide that all goods, services, equipment, parts and materials used in connection with the installation of the applicable Solar System: (i) except with respect to photovoltaic modules and inverters included in the Solar System (collectively, “**Principal Solar System Components**”) are free from any defects in design, materials, workmanship and manufacturing and (ii) are new, unused and undamaged at the time of Installation; and (c) provide that the Installation (i) conforms to all Applicable Laws, (ii) has been performed in accordance with the terms and conditions set forth in the applicable manufacturer’s warranties and (iii) is free from any defects in construction, installation and workmanship. In connection with any Workmanship Warranty, Contractor shall provide for the costs of disassembly and re-assembly, transportation, customs duties, and costs of additional equipment or materials required to accommodate and install additional or substitute components (including any required re-design services and any required adjustments or modifications to or replacements of existing Solar System equipment). If Contractor fails to perform such warranty obligations as set forth in the preceding sentence, then Lender shall have the right, without limiting any other remedies Lender may have at law or equity arising from Contractor’s failure to perform its warranty obligations, to perform such warranty obligations and Contractor shall reimburse Lender for the costs of such performance. Contractor shall not provide any warranty for a Solar System other than the Workmanship Warranty and other terms described in this Section 3.10, which are included in the Amount Financed for such Solar System.

3.10.2 Support for Manufacturer’s Warranties. During the term of the applicable Workmanship Warranty for each Home Improvement Contract, Contractor shall support the enforcement of manufacturer’s warranties for Principal Solar System Components by any Consumer or carry out enforcement of such warranties on behalf of such Consumer, if requested and at Consumer’s expense to the extent not covered by such manufacturer’s warranty. For the avoidance of doubt, nothing in this Section 3.10.2 obligates Contractor to assume any obligations under a manufacturer’s warranty for Principal Solar System Components.

3.10.3 Ownership Support Services. During the term of the applicable Workmanship Warranty, Contractor shall respond to all Consumer concerns, including those regarding Solar System performance, that may result in a Workmanship Warranty claim or manufacturer’s warranty claim. Without limiting Contractor’s obligations under the Workmanship Warranty, Contractor shall assist in the diagnosis of all system performance issues, and should Contractor determine that the problem requires an on-site assessment, Contractor will do so within five (5) Business Days for any Solar System that is not operating, and within ten (10) Business Days for all other occurrences. Contractor will provide the applicable Consumer with the assessment of the cause of the performance issue and options available to such Consumer (including those that may require such Consumer to pay for any part, or all of the repair cost) to return such Solar System to its expected operating condition. Contractor will get Customer’s written consent to any non-warranty repairs in accordance with Applicable Law. Contractor will be solely responsible for collecting any payments for any repairs not covered by warranty.

3.10.4 Roof Penetration Warranty. Contractor shall provide a roof penetration warranty with a term of at least two years. In the event that Contractor offers a workmanship warranty that provides substantially the same protection as a roof penetration warranty, this requirement can be waived at EnFin’s discretion. Such waiver shall be provided in writing and does not require an amendment to this Agreement.

3.11 Maintenance of Insurance. During the Term of this Agreement and thereafter for so long as Contractor has any obligations to Lender, Contractor shall maintain at its expense general liability insurance and workers’ compensation



insurance in such amounts and in such forms as are commercially reasonable for a business of Contractor's nature, as determined by Lender. Insurance coverage shall be issued by a carrier that is reasonably acceptable to Lender, whose approval will not be unreasonably withheld. If requested by Lender, Lender shall be named as an additional insured under each policy. If requested by Lender, Contractor shall provide Lender with a certificate of insurance evidencing such insurance coverage and renewals thereof. Contractor shall notify Lender in writing if any required insurance policy is not renewed within 15 days of the renewal deadline. Any insurance certificates or information provided by Contractor pursuant to this Section 3.11 shall be deemed Contractor Qualifying Information.

3.12 General Conduct. Contractor shall use such diligence, care and prudence with respect to the Installations and its obligations under this Agreement and the applicable Home Improvement Contract, and shall devote such time, effort and skills of its employees as a competent, skilled and trustworthy contractor in like position would do in like circumstances.

3.13 Contractor Financial Statements Upon request by Lender, Contractor shall deliver a balance sheet and related statements of operations, cash flows and owners' equity, in each case (a) showing the financial position of Contractor as of the close of such fiscal year or quarter, as applicable, and the results of its operations during such year or quarter, as applicable, (b) with respect to a fiscal year, audited or reviewed by a certified public accountant, and (c) fairly presenting, in all material respects, the financial position and results of operations of Contractor at the dates indicated in conformity with GAAP. Any information provided by Contractor pursuant to this Section 3.13 shall be deemed Contractor Qualifying Information.

3.14 Home Improvement Contracts. Contractor shall have any form of home improvement contract it intends to use for the Financing Program (including, for the avoidance of doubt, any revision or modification to a home improvement contract previously approved for use in the Financing Program) certified by a Responsible Officer as having been reviewed by Contractor's counsel and determined to comply with all Applicable Laws (each such contract or revision, a "**Home Improvement Contract**"); provided that Contractor shall provide each such Home Improvement Contract to Lender and Lender may review such Home Improvement Contract and, at its discretion, determine that such Home Improvement Contract is ineligible to be used in the Financing Program. Contractor shall ensure that each Home Improvement Contract executed by a Consumer is identical to a version of Home Improvement Contract approved by Lender.

3.15 Review of Contractor Qualifications. Contractor shall, from time to time, provide information and documentation reasonably requested by Lender to confirm Contractor's eligibility to continue in the Financing Program, including copies of then-current licenses, registrations and insurance certificates and any financial statements provided pursuant to Section 3.13.

ARTICLE 4.

CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties Respecting Contractor. Contractor represents and warrants to Lender as follows, as of (a) the Effective Date, (b) the date of any Consumer Application; and (c) the date on which Contractor achieves any Milestone:

4.1.1 Organization and Qualification. Contractor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is authorized to do business and in good standing in the Territory in which the applicable Solar System is located and has the lawful power to engage in the business it presently conducts and contemplates conducting.

4.1.2 Power and Authority. Contractor has the power to make and carry out this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part.

4.1.3 Licenses. Contractor is duly licensed to perform Installations in the locations of the Job Sites as required by Applicable Law.



4.1.4 Qualifications and Training of Sales and Installation Employees. Contractor's sales and Installation employees are duly qualified, registered and licensed, and have received training for their respective positions commensurate with customary industry practice.

4.1.5 No Conflicts. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of Contractor's Governing Documents or any Applicable Law or any covenant, agreement, understanding, decree or order to which Contractor is a party or by which it or any of its properties or assets is bound or affected.

4.1.6 Enforceability; Validity; and Binding Effect. This Agreement constitutes the valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

4.1.7 Bankruptcy. No Event of Bankruptcy has occurred with respect to Contractor or any of its Affiliates.

4.1.8 No Litigation. There is no material action, suit, proceeding or investigation pending or, to Contractor's Knowledge, currently threatened against Contractor or any of its Affiliates party to this Agreement, relating to any Home Improvement Contract or any Loan Agreement.

4.1.9 Disclosure to Lender. No financial or other information provided by Contractor to Lender in connection with this Agreement or Contractor's use of the Financing Program, as of the date such information was provided, contained any untrue statement of a material fact or omitted a material fact necessary to make the information provided not misleading in light of all the circumstances existing at the date the information was provided.

4.1.10 Contractor Qualifying Information. The Contractor Qualifying Information is true and correct.

4.2 Representations and Warranties Respecting Each Loan Agreement and Solar System. Contractor represents and warrants to Lender as follows, as of (a) the date of any Consumer Application; (b) the date on which Contractor achieves any Milestone; or (c) such other date to which a given representation and warranty refers, as applicable:

4.2.1 Accuracy of Contractor Submission Information. To the best of Contractor's Knowledge, (a) as of the date of the applicable Consumer Application, the information provided in such Consumer Application is true, correct and complete in all material respects and (b) as of the date of the applicable Milestone, Contractor has no reason to believe the information Contractor provides in connection with such Milestone is or has become incorrect, false, or deficient.

4.2.2 No Defaults. Contractor is not in default under and has no Knowledge of any default by any other party under the applicable Loan Agreement or Home Improvement Contract.

4.2.3 Applicable Contracts. Each applicable Home Improvement Contract is in full force and effect and Contractor has no Knowledge of any breach, default, or event of default thereunder.

4.2.4 No Defenses to Payment; No Complaints. Contractor is not aware of and has no Knowledge of any defenses to payment by any Consumer under such Consumer's Loan Agreement (other than the proper completion of the applicable Installation with respect to the applicable Milestone). To Contractor's Knowledge, there is no litigation or unresolved Consumer Complaints associated with the applicable Consumer, Solar System or Loan Agreement.

4.2.5 Cash Prices Are Market Prices. The purchase price for each Solar System associated with a Loan Agreement represents a fair retail price for the design, procurement and installation of the applicable Solar System, including any Add-ons, and is no higher than the price that Contractor would charge for an equivalent solar system and any Add-ons sold for cash or sold on credit outside of the Financing Program.



4.2.6 Conditions Precedent to Each Milestone. All of the conditions to the applicable Milestone set forth in the applicable Product Specification have been satisfied.

4.2.7 No Other Financing Arrangements. To Contractor's Knowledge, the applicable Loan Agreement is the sole source of financing for the purchase of the applicable Solar System.

4.2.8 Disclosure to Lender and Consumers. No financial or other information provided by Contractor to Lender or the applicable Consumer in connection with the Solar System, the Loan Agreement, the Home Improvement Contract or any other document related to such Solar System, including statements regarding energy savings, cost savings and eligibility for rebates or tax benefits, as of the date such information was provided, contained any untrue statement of a material fact or omitted a material fact necessary to make the information provided not misleading in light of all the circumstances existing at the date the information was provided. Contractor has no Knowledge of any circumstances that would cause such information to be materially misleading.

ARTICLE 5.

DEFAULT, SUSPENSION AND TERMINATION

5.1 Default by Contractor.

5.1.1 General. It shall be an event of default by Contractor (each, a "**Contractor Default**") if: (a) Contractor fails to make or cause to be made any undisputed payment due and payable to Lender and such failure continues for ten Business Days after notice by Lender to Contractor of such failure; (b) an Event of Bankruptcy has occurred with respect to Contractor; or (c) any of Contractor's representations or warranties in Article 4 were not true and correct when made or Contractor breaches any covenants in this Agreement.

5.1.2 Lender Remedies Upon Default. Without limiting any other remedies Lender may have under this Agreement or under Applicable Law, upon the occurrence and during the continuance of a Contractor Default referenced in Section 5.1.1, upon written notice to Contractor, Lender may take one or more of the following remedies:

- (a) terminate this Agreement immediately;
- (b) For Contractor Defaults resulting from a Contractor's failure to comply with warranty obligations owed to a Consumer under Section 3.10, as reasonably determined by Lender, perform such obligations and Contractor shall reimburse Lender for the costs of such performance; and
- (c) For Contractor Defaults resulting from either (i) Contractor's failure to achieve a completion deadline set forth in the applicable Program Specification for a Solar System or (ii) any of the representation and warranties in Article 4 having been untrue when made, Contractor shall refund any payments made to Contractor for any Solar Systems affected by such event, plus any accrued but unpaid finance charges and fees under the applicable Loan Agreements, within five Business Days of notice from Lender. Upon any such refund, Lender will terminate such Loan Agreements and any financing statements and fixture filings filed with respect to the applicable Solar System.

5.1.3 Effect of Termination for Contractor Default on Pending Solar Systems. Upon any termination by Lender pursuant to Section 5.1.2, Lender shall have the option, but not the obligation to: (a) fund any existing Loan Agreements for which the payment for the final Milestone has not been made to Contractor, or (b) enter into and fund any Loan Agreements relating to outstanding Consumer Credit Offers that were issued prior to the date of such termination, so long as the terms and conditions of the related Product Specification are satisfied. Effective immediately upon receipt of any notice of termination hereunder, Contractor shall not initiate any new Consumer Applications, and Lender shall not review any new Consumer Applications or issue any new Consumer Credit Offers. Any Loan Agreements funded and Solar Systems installed after the effective date of a termination as provided in this Section 5.1.3 shall continue to be subject to this Agreement to the extent the provisions of this Agreement survive termination as provided in Section 8.11.



5.1.4 Termination of Loan Agreements. If Lender elects not to fund any existing Loan Agreement pursuant to Section 5.1.3, (i) Lender may terminate such Loan Agreement and shall provide notice of such termination to Contractor; and (ii) within seven days after receipt of such notice of termination, Contractor shall refund any payments associated with Milestones made to Contractor with respect to the terminated Loan Agreement, plus any accrued but unpaid finance charges and fees under such Loan Agreement.

5.2 Default by Lender. It shall be an event of default by Lender (each, a “**Lender Default**”) if: (a) Lender fails to make or cause to be made any undisputed payment due and payable to Contractor and such failure continues for ten Business Days after notice by Contractor to Lender of such failure; or (b) an Event of Bankruptcy has occurred with respect to Lender. With notice to Lender, Contractor may terminate this Agreement immediately upon the occurrence and during the continuance of a Lender Default in this Section 5.2. Upon any such termination by Contractor, then-outstanding Consumer Credit Offers and Loan Agreements shall be addressed as provided in Section 5.4.

5.3 Termination for Convenience. Either Party may terminate this Agreement upon 60 days’ prior notice to the other Party. Upon any such termination, neither Party shall have any further obligation to the other hereunder, except as otherwise provided in Section 8.11 and Section 5.4. Upon any such termination, then-outstanding Consumer Credit Offers and Loan Agreements shall be addressed as provided in Section 5.4.

5.4 Effect of Termination on Pending Solar Systems. In the event that either Party terminates this Agreement pursuant to Section 5.2 or 5.3, Lender shall remain obligated to: (a) fund any existing Loan Agreements, and (b) enter into and fund any Loan Agreements relating to outstanding Consumer Credit Offers that were issued prior to the date of such termination, in each case subject to the deadlines set forth in the related Product Specification. Effective immediately upon receipt of any notice of termination pursuant Section 5.2 or 5.3, Contractor shall not initiate any new Consumer Applications, and Lender shall not review any new Consumer Applications or issue any new Consumer Credit Offers. Any Loan Agreements funded and Solar Systems installed after the effective date of a termination as provided in this Section 5.4 shall continue to be subject to this Agreement to the extent the provisions of this Agreement survive termination as provided in Section 8.11.

5.5 Suspension of Contractor. If, at any time, Lender, based on its review of the Contractor Qualifying Information (or Contractor’s failure to provide requested or required Contractor Qualifying Information), determines that Contractor no longer meets Lender’s qualifications for Contractor to participate in the Financing Program, Lender may, upon notice to Contractor (and without limiting Lender’s other rights under this Article 5), suspend Contractor’s right to request that Lender make determinations regarding Consumer Applications. Such suspension shall cease when Lender determines that Contractor meets Lender’s qualifications for Contractor to participate in the Financing Program.

ARTICLE 6.

INDEMNIFICATION

6.1 Contractor Indemnity. To the fullest extent permitted by Applicable Law, Contractor shall defend, indemnify and hold harmless Lender and Lender’s Affiliates, officers, members, directors, employees and agents (each, an “**Lender Indemnified Person**”, and collectively, the “**Lender Indemnified Persons**”) from and against any Losses caused by: (a) any breach of a representation, warranty or covenant or other default by Contractor under this Agreement; (b) any property damage, bodily injury or death arising from the Installation or Contractor’s personnel’s operation of Solar Systems; (c) any breach of a representation, warranty or covenant or default by Contractor under any Home Improvement Contract; (d) any failure by Contractor to achieve a completion deadline set forth in the applicable Product Specification for a Solar System; (e) Lender’s termination of any Loan Agreement pursuant to Section 5.1.3; (f) any instance (as determined by the Lender) or misrepresentation, fraud, misconduct, or any other action by any employee of the Contractor that misleads or confuses a Consumer; (g) any aspect of the Installation that causes damage to a Consumer’s home or that is completed incorrectly, against local construction codes, or against the expressed wishes of the Consumer, or that otherwise fails to conform to the requirements of a “Compliant Installation” as described in the Product Specification; or (h) (i) the uncovering or unveiling, or any release by Contractor or its Subcontractors or agents of any Hazardous Materials; (ii) any enforcement or compliance



proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor or its Subcontractors or agents because of the presence on the applicable Job Site of any Hazardous Materials; or (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor or its Subcontractors or agents with respect to any Hazardous Materials.

6.2 Lender Indemnity. To the fullest extent permitted by Applicable Law, Lender shall defend, indemnify and hold harmless Contractor and Contractor's Affiliates, officers, members, directors, employees and agents (each, a "**Contractor Indemnified Person**", and collectively, the "**Contractor Indemnified Persons**") from and against: (a) any Losses caused by any Lender's breach of its obligations under this Agreement; (b) any breach of a representation, warranty or covenant or default by Lender under any Loan Agreement; (c) any failure to adhere to any law governing consumers or financing institution; (d) any Losses caused by the unenforceability of any section of the Loan Documents; or (e) any improper interference by Lender between Contractor and Borrower.

6.3 Comparative Fault. It is the intent of the Parties that where fault is determined to have been joint or contributory, principles of comparative fault will be followed, and each indemnifying Party shall bear the proportionate cost of any Losses attributable to such indemnifying Party's fault.

6.4 Notice of First Party Claims and Indemnification Procedures. Any Contractor Indemnified Person or Lender Indemnified Person with a claim to indemnification under this Article 6 (each, an "**Indemnified Person**," and collectively "**Indemnified Persons**") for Losses other than Losses arising from third-party claims addressed in Section 6.5 shall promptly notify the applicable indemnifying Party (each, an "**Indemnitor**") in writing of such claim, which notice shall specify with particularity and to the extent practicable the basis on which indemnification is sought and the amount of Losses. Upon receipt of such notice, the Indemnitor shall have 30 days to object to the claim set forth in such notice by delivery of a written objection to the Indemnified Person specifying in reasonable detail the basis for such objection. Failure to timely deliver an objection shall constitute the Indemnitor's final and binding acceptance of the Indemnified Party's claim. If the Indemnitor timely delivers an objection pursuant to this Section 6.4, the Parties shall in good faith seek to resolve any dispute within the 30-day period following delivery of such objection. If the Parties have not resolved their dispute within such period, such dispute shall be resolved by arbitration in accordance with the dispute resolution procedures set forth in Section 8.2.

6.5 Third Party Claims. Whenever any Indemnified Person shall learn of a claim made by a Person other than one of the Parties that, if allowed (whether voluntarily or by a judicial or quasi-judicial tribunal or agency), would entitle such Indemnified Person to indemnification under this Article 6, before paying the same or agreeing thereto the Indemnified Person shall forward the claim to the Indemnitor within ten days of receipt thereof if such claim is in writing and shall otherwise notify the Indemnitor in writing within ten days of receipt of such claim; provided, however, that the Indemnified Person's right to indemnification shall be diminished by the failure to give prompt notice only to the extent that the Indemnified Person's failure to give such notice was prejudicial to the interests of the Indemnitor. Unless the Indemnitor gives written notice to the Indemnified Person within 15 days disputing Indemnitor's indemnity obligations hereunder with respect to such claim, the Indemnitor shall have the right to control the defense of the claim, at the Indemnitor's cost, with counsel selected by the Indemnitor but acceptable to the Indemnified Person in its reasonable discretion. The Indemnitor's election to control the defense of the claim shall be deemed acceptance by the Indemnitor of its indemnity obligations hereunder to the extent such claim results in Losses to the Indemnified Person. The Indemnitor's control over the claim shall include the right to lead any investigation, negotiation, settlement, litigation or other contest of the claim. Notwithstanding the foregoing, the Indemnitor shall have no right to enter into any settlement without the Indemnified Person's consent if the settlement would involve any foreclosure, injunctive or other equitable relief or an admission of wrongdoing on the part of the Indemnified Person or involve a payment that would exceed the limitation of liability in Article 7. The Indemnified Person shall participate in any such investigation, negotiation, settlement, litigation or other contest, as reasonably requested by the Indemnitor and at the Indemnitor's cost. The Indemnitor shall keep the Indemnified Person apprised of important developments related to the claim, shall promptly respond to questions the Indemnified Person may direct to the Indemnitor with respect to the claim and shall generally cooperate with the Indemnified



Person in connection with the claim. If any suit or proceeding involves the potential imposition of criminal liability upon the Indemnified Person or a potential or actual conflict of interest between the Indemnified Person and the Indemnitor, or if the Indemnitor does not elect to control the defense of such claim within the 15-day period provided above, the Indemnified Person may, in its reasonable discretion, either defend such suit or proceeding or settle the claim that is the basis thereof, without the consent of the Indemnitor, and the Indemnitor shall nevertheless pay the Indemnified Person's Losses. The Indemnified Person shall not be required to refrain from paying any claim that has matured by a court judgment or decree, unless an appeal is duly taken therefrom and execution thereof has been stayed, nor shall it be required to refrain from paying any claim where the delay to pay such claim would result in the foreclosure of a lien upon any of the property of the Indemnified Person, or where any delay in payment would cause the Indemnified Person an incremental economic loss, unless the Indemnitor shall have agreed to compensate the Indemnified Person for such loss.

6.6 Indemnification Expenses. To the extent that an Indemnitor has not elected to assume the defense of a claim under Section 6.5, the Indemnitor shall reimburse the Indemnified Person for all reasonable and documented out of pocket costs and expenses as and when incurred by such Indemnified Person (including reasonable legal fees and costs) in connection with defending, settling or investigating an actual or threatened action or proceeding in advance of the final disposition of such action or proceeding, provided that such Indemnified Person shall repay such reimbursement payments if it is ultimately determined by a court of competent jurisdiction or an arbitrator that such Indemnified Person is not entitled to indemnification under this Article 6. Amounts payable by an Indemnitor under this Section 6.6 shall be due and payable promptly upon receipt by such Indemnitor of an invoice detailing such reimbursable costs and expenses.

6.7 Breach of Indemnity Obligations. In the event that the Indemnitor breaches its obligations hereunder, the Indemnitor shall be liable for: (a) the fees and costs incurred by the Indemnified Person in enforcing its indemnity rights; and (b) simple interest on any monetary obligation of Indemnitor from the time such monetary obligation matured until the time paid in full at an annual rate of 12% or the highest rate permitted by Applicable Law, whichever is less.

ARTICLE 7. **LIMITATION OF LIABILITY**

7.1 Limitation of Liability. The maximum aggregate liability of a Party under this Agreement from any and all causes pertaining to a particular Loan Agreement shall not exceed an amount equal to the Amount Financed for such Loan Agreement. Notwithstanding any other provision herein to the contrary, the foregoing limitation of liability shall not apply to limit the liability of (a) either Party, in cases of gross negligence, fraud or willful misconduct, or (b) Contractor, with respect to Contractor's indemnification obligations under this Agreement for Losses arising as a result of claims, actions and suits by third parties.

7.2 No Consequential or Punitive Damages. In no event shall either Lender or Contractor or their Affiliates be liable to the other Party, nor shall Lender be liable to any Subcontractor or vendor of Contractor, either individually or jointly, for special, indirect, consequential, punitive or exemplary damages of any nature whatsoever, including losses or damages caused by reason of loss of use, loss of production, loss of profits or revenue, loss of contracts, inventory or use charges, interest charges or cost of capital or claims of Lender's customers; and Lender hereby releases Contractor and its Subcontractors and vendors therefrom, and Contractor hereby releases Lender therefrom; provided, however, the limitation of liability in this Section 7.2 shall not apply to (a) Contractor's liability under this Agreement for indemnification for Losses arising as a result of claims, actions and suits by third parties, (b) damages arising from fraud or willful misconduct or (c) damages arising as a result of a breach of Section 8.13 or Section 8.14.

7.3 Application of Limitations. To the fullest extent permitted by Applicable Law, except as otherwise expressly provided herein, the Parties intend that the waivers and disclaimers of liability, releases from liability, and limitations and apportionments of liability expressed throughout this Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of the Party released or whose liability is waived, disclaimed, limited or apportioned and shall extend to such Party's Affiliates and Subcontractors, and to its and their partners, members, shareholders, directors, officers, employees and agents. The Parties also intend and agree that such provisions shall continue



in full force and effect notwithstanding the completion, termination, suspension, cancellation or rescission of this Agreement, any applicable Home Improvement Contract, or any applicable Loan Agreement.

ARTICLE 8.

GENERAL PROVISIONS

8.1 Notices. All notices, consents, claims, demands and other communications between the Parties must be in writing and shall be deemed given (a) in the case of email or submissions through the Platform, when the status of the document indicates that such document has been sent or uploaded (provided that such transmission is completed prior to 5:00 p.m., local time at the location of the recipient, on a Business Day; otherwise, such transmission shall be deemed to have been received on the next Business Day); (b) in the case of delivery by a standard overnight carrier, upon the date of delivery indicated in the records of such carrier; or (c) in the case of delivery by hand, when delivered by hand addressed to the Person at the address below (or another address provided by notice under this Section 8.1):

Lender:

Address: 400 Spectrum Center Drive #1400
Irvine, CA 92618

Email: partnerships@enfin.com

Phone Number: 833-586-3675

Contractor:

Address: 300 South 1350 East Street, Lehi, Utah, 84043

Email: grant@suncoproject.com

Phone Number: 5414902814

Any documents or other deliverables that are required to be delivered under this Agreement, but are not transmittable through the Platform shall be delivered to the other Party by email transmission, delivery by a standard overnight carrier or delivery by hand and deemed given as provided in this Section 8.1

8.2 Dispute Resolution. Except as otherwise provided in this Agreement, in the event of any dispute, claim or controversy arising from this Agreement, or the breach hereof or thereof (a “**Dispute**”), the Parties will confer and attempt to resolve the Dispute informally. If such Dispute cannot be resolved in this manner within 15 days after notice of the Dispute is given to the other Party, then either Party may elect to initiate arbitration of the Dispute in a binding arbitration administered by JAMS under its arbitration rules (“**Arbitration Rules**”), subject to the following.

8.2.1 Arbitrator. The arbitration shall be conducted by a single arbitrator. The Parties will first attempt to agree on a mutually acceptable arbitrator, and if they are unable to reach agreement within ten days after the initial demand for arbitration, the arbitrator shall be selected in accordance with the Arbitration Rules.

8.2.2 Jurisdiction. The site of the arbitration shall be in California. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.



8.2.3 **Attendees.** The only Persons entitled to attend any arbitration hearing are the arbitrator, the parties to the arbitration, their respective counsel and witnesses. Any documents or other materials produced in or generated in connection with the arbitration proceedings will not be disclosed to any Persons other than the foregoing.

8.2.4 **Enforcement.** Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

8.2.5 **Applicable Law.** The foregoing arbitration provisions shall be construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of California state law.

8.3 Waiver and Remedies Cumulative. Except as may be expressly provided in this Agreement, the rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to herein shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

8.4 Assignments; Successors; and No Third-Party Rights.

8.4.1 **Assignment.** Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior consent of Lender. Lender may assign any of its rights under this Agreement without the prior consent of Contractor. In the event that Lender enters into agreements with third-party financial institutions to provide financing in connection with the Financing Program, such financial institutions shall be third party beneficiaries of the obligations of Contractor hereunder and shall have the benefit of such obligations and the right to enforce (but not to the exclusion of Lender for its own account) such obligations with respect to any Loan Agreements owned by such financial institution.

8.4.2 **Binding on Successors.** Subject to this Section 8.4, this Agreement shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 8.4 or to Indemnified Persons covered by Article 6.

8.5 Severability. If any court of competent jurisdiction holds invalid or unenforceable any provision of this Agreement, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

8.6 Governing Law. The laws of the state of California shall govern the relationship between the Parties and disputes, differences, controversies or claims directly or indirectly based on this Agreement, including those relating to the formation, validity, interpretation, construction, performance, breach, enforceability or termination of this Agreement and duties based on tort, contract or statutory concepts.

8.7 Independent Contractor. Contractor and its Subcontractors, vendors, employees and agents shall be independent contractors with respect to any Installation, irrespective of whether approved by Lender, and neither Contractor nor its Subcontractors, vendors, employees or agents shall be deemed to be the contractors, servants, employees, or agents of Lender in any respect for any purpose whatsoever and none shall have any authority to create or assume any obligation, express or implied, in the name of or on behalf of Lender or to bind Lender in any manner whatsoever. Nothing in this



Agreement shall be construed to imply that the Parties are partners, joint venturers, co-owners, debtor-creditor or otherwise as participants in a joint or common undertaking.

8.8 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or email shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes.

8.9 Advice From Independent Counsel. The Parties understand that this Agreement is a legally binding agreement that may affect their rights. Each Party represents to the other that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and that it is satisfied with its legal counsel and the advice received from its legal counsel. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

8.10 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

8.11 Survival. The Parties' rights and obligations under Sections 3.2, 3.10, 3.11 (to the extent provided therein), 5.1.3, 5.4 and 8.12, and Article 6 and Article 7 and any outstanding payment obligations under this Agreement accrued prior to termination of this Agreement will survive any termination or expiration of this Agreement.

8.12 Confidentiality. For the Term of this Agreement and for a period of five years after the termination of this Agreement, each Party (a) shall maintain the confidential nature of, and shall not use or disclose, any non-public terms of this Agreement, any financial information or other information with respect to Lender, Contractor or any Consumer provided pursuant to the transactions contemplated hereunder that are identified as confidential or that should reasonably be understood to be confidential given the nature of such information or the circumstances surrounding the disclosure of such information (collectively, "**Confidential Information**"), (b) shall not, directly or indirectly, disclose or permit the disclosure of any Confidential Information, and (c) other than in connection with the performance of its obligations under this Agreement, shall not make any use of or permit the use of Confidential Information for the benefit of itself or others; provided, however, that Confidential Information shall not include information that (i) becomes generally available to the public other than as a result of a disclosure by the non-disclosing Party, any of its Affiliates or any of their directors, officers, agents, or other representatives, (ii) becomes available to the non-disclosing Party or any of its directors, officers, agents, or other representatives on a non-confidential basis from a source other than the disclosing Party or its directors, officers, agents, or other representatives or any other party who is under an obligation of confidentiality with respect to such information or (iii) is required or requested to be disclosed by the non-disclosing Party as a result of any applicable legal or regulatory requirement or rule or regulation of any stock exchange, or other regulatory authority having jurisdiction over such non-disclosing Party; provided, that in the case of clause (iii), if a Party becomes legally compelled to disclose such information, such Party shall, to the extent legally permissible, promptly notify the other Party and, if requested by the other Party, use commercially reasonable efforts to assist the other Party in seeking a protective order or other appropriate remedy to preserve the confidentiality of all Confidential Information to the maximum extent possible under the circumstances. Notwithstanding the foregoing, either Party may disclose Confidential Information received by it to its Affiliates and such Party's and its Affiliates' employees, consultants, legal counsel, accountants, actual or potential lenders, actual or potential equity investors, rating agencies, actual or potential purchasers of Loan Agreements (including reasonable disclosures made in connection with any offering memoranda) or other agents or advisors who have a need to know such Confidential Information and have agreed, or are otherwise bound, to maintain the confidentiality of same on terms and conditions substantially similar to those contained in this Agreement (collectively, "**Representatives**"). Such Representatives shall preserve the confidential nature of all Confidential Information, and the recipient of such Confidential Information shall be liable for any Representative's failure to maintain the confidentiality of Confidential Information



disclosed hereunder. The Parties shall be entitled to all remedies available under Applicable Law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. Upon termination or expiration of this Agreement, each Party will promptly return or certify the destruction of, if so requested by the other Party, any Confidential Information provided to it and will use commercially reasonable efforts to return any copies thereof that may have been provided to others in accordance with this Section 8.12.

8.13 Security of Nonpublic Personal Information.

8.13.1 Contractor shall not disclose and shall take all commercially reasonable measures to protect any data or any nonpublic personal information (as defined in the Gramm-Leach Bliley Act of 1999, title V, its implementing regulations, and other similar laws and regulations) obtained by either Party (collectively, “**NPI**”) to (a) any third party or (b) any employee, officer, partner or director of Contractor who is not engaged in the implementation and execution of the Financing Program and having a need to know such information for Contractor to perform its obligations under this Agreement. Contractor shall not retain, in any format, electronic or otherwise, any NPI beyond what is required pursuant to this Agreement. Without by implication limiting the foregoing, if Contractor allows individuals to submit personal identifying information via the Internet, Contractor shall adopt and maintain a comprehensive privacy policy with respect to its handling of such personal information.

8.13.2 Contractor agrees that it has developed, implemented and will maintain at all relevant times contemplated by this Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the security and confidentiality of NPI, (b) protect against anticipated threats or hazards to the security or integrity of NPI, (c) protect against unauthorized access or use of NPI, and (d) ensure the proper disposal of NPI. All personnel handling NPI shall be appropriately trained in the implementation of such information security policies and procedures. Contractor shall regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to NPI.

8.13.3 Contractor shall promptly notify Lender of any unauthorized access of NPI or any breach in security measures or systems for the protection of NPI and take appropriate action to prevent further unauthorized access or cure such breach. Contractor shall cooperate with Lender, and shall pay all related expenses, provide any notices regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, affected applicants, Consumers and customers as Lender, in its sole discretion, deems appropriate.

8.13.4 Contractor agrees that Lender may at any time upon notice to Contractor, review and audit Contractor’s information security policies, procedures and systems to verify their adequacy for protection of NPI. Contractor will correct promptly any weakness in such policies, procedures or systems identified by Lender in its reviews thereof.

8.14 Publicity. Neither Party nor its Affiliates shall, without the consent of the other Party, issue any press release or make any other public statement regarding the transactions contemplated by this Agreement, except as may be required by Applicable Law, in which case, the Party proposing to issue such press release or make such public statement shall, to the extent legally permissible, use commercially reasonable efforts to seek the consent of the other Party (which shall not be unreasonably withheld, conditioned or delayed) before issuing such press release or making such public statement; provided, however, that either Party or its Affiliates may make public statements that are not inconsistent with (or more expansive than) previous press releases or public statements made in accordance with this Section 8.14.

8.15 Headings. The presence and use of headings throughout this Agreement are for the convenience of the Parties and have no legal significance or meaning, and they shall not be used in interpreting this Agreement.

8.16 Rules of Interpretation. In this Agreement, unless the context indicates otherwise: (a) the singular number includes the plural number and vice versa, (b) references to “Articles,” “Sections,” or “Annexes” shall be to articles, sections or annexes of this Agreement, (c) references to “days” shall mean calendar days, unless otherwise indicated, (e) references to



any Person includes such Person's successors and assigns but, if applicable, only if such successors or assigns are permitted under this Agreement, (f) reference to any gender includes each other gender, (g) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits, schedules or other attachments thereto, (h) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, (i) "herein," "hereof" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; and (j) "include," "includes" or "including" shall mean "including, but not limited to."

8.17 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. Except as provided in Section 2.2.3 (with respect to Product Specifications and Rate Cards), this Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by both Parties. For the avoidance of doubt, with respect to any transaction or matter between Contractor and Lender other than those described in this Agreement, Contractor's rights and obligations with respect to such transaction or matter shall be governed solely by the separate documentation entered into pursuant to such transaction or matter, and not by this Agreement entered into in connection therewith.

[Signature page follows.]



IN WITNESS WHEREOF, the Parties, by their authorized officers or representatives, have executed this Agreement as of the Effective Date.

Lender:

By: 


Name: Alexander Samuel Kaplan

Title: President

Contractor:

SUNco Capital LLC

a Sole Proprietorship, Partnership, or LLC

By: 

Name: Grant Young

Title: Co-CEO

[Signature Page to Dealer Agreement]

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ANNEX I **DEFINITIONS**

“**Add-on**” means work in addition to the installation of a Solar System that Contractor has agreed to perform for a Consumer pursuant to a Home Improvement Contract, subject to the limitations on such work in the applicable Product Specification.

“**Affiliate**” means, as to an entity, any other entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with such entity.

“**Agreement**” has the meaning set forth in the Preliminary Statement.

“**Amount Financed**” means an amount equal to the total costs for the Solar System less any Down Payment or Progress Payment made to Contractor.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, code, rule, regulation, Permit, order, judgment, consent or approval of any Governmental Authority, and the provisions of any incentive or rebate offer of any Governmental Authority promoted by Contractor to a Consumer, as such may be in effect at any relevant times.

“**Arbitration Rules**” has the meaning set forth in Section 8.2.

“**Bankruptcy Code**” has the meaning set forth in the definition of “**Event of Bankruptcy**.”

“**Business Day**” means any day other than (a) a Saturday or Sunday or (b) any day national commercial banks are permitted or required to close in the State of California¹.

“**Confidential Information**” has the meaning set forth in Section 8.12.

“**Consumer**” means (a) the homeowner on behalf of all of the homeowners; (b) all homeowners; (c) trustee (if home is owned by a trust); or (d) Attorney-in-fact or agent authorized under a general or limited power of attorney for any of the foregoing who either own (or in the case of the Attorney-in-fact or authorized agent, acting on behalf of those who own) the property on or about the dwelling where a Solar System will be installed and who has either submitted, or on whose behalf, Contractor has submitted, a Consumer Application or entered into a Loan Agreement.

“**Contractor Amount**” has the meaning set forth in Section 2.6.1.

“**Consumer Application**” means an application for a Consumer to receive credit approval for a Loan Agreement.

“**Consumer Credit Offer**” means, with respect to a Consumer, Lender’s offer to extend credit to such Consumer.

“**Contractor**” has the meaning set forth in the Preliminary Statement.

“**Contractor Account**” has the meaning set forth in Section 2.6.3.

“**Contractor Default**” has the meaning set forth in Section 5.1.1.

“**Contractor Indemnified Person**” or “**Contractor Indemnified Persons**” has the meaning set forth in Section 6.2.

“**Contractor Qualifying Information**” means the financial, credit, licensing and other information regarding Contractor delivered by Contractor to Lender from time to time pursuant to this Agreement as requested by Lender or as identified in this Agreement as Contractor Qualifying Information.



“Consumer Complaint” means any verbal or written statement where a Consumer (either directly or indirectly through a representative, government agency, or consumer protection agency) expresses dissatisfaction with, or communicate suspicion of wrongful conduct by, Contractor, Lender, a Solar System or the Financing Program, other than routine disputes that are resolved through the initial customer interaction.

“Credit Submission Date” means the date on which a Consumer authorized EnFin to pull the Consumer’s credit score.

“Dispute” has the meaning set forth in Section 8.2.

“Down Payment” means any payment paid by a Consumer at the time of execution of a Home Improvement Contract.

“Effective Date” has the meaning set forth in the Preliminary Statement.

“Event of Bankruptcy” means with regard to an entity, that (a) the entity (i) institutes a voluntary case seeking liquidation or reorganization under any chapter of Title 11 of the United States Bankruptcy Code, as now constituted or hereafter amended (the **“Bankruptcy Code”**), or consents to the institution of an involuntary case thereunder against it, (ii) files a petition or consents or otherwise institutes any similar proceeding under any other applicable federal or state bankruptcy law, (iii) applies for, or suffers the appointment of, a receiver, liquidator, sequestrator, trustee or other officer with similar powers, (iv) makes a general assignment for the benefit of creditors, or (v) admits in writing its inability to pay its debts generally as they become due; or (b) an involuntary case is commenced seeking the liquidation or reorganization of such entity under the Bankruptcy Code or any similar proceeding shall be commenced against such entity under any other Applicable Law and such proceeding is not dismissed within 60 days; or (c) any other similar relief is granted against the entity under any Applicable Law.

“Force Majeure Event” means any event or circumstance that wholly or partly prevents or delays performance of any obligations arising under this Agreement, but only if and to the extent such event or circumstance is beyond the reasonable control of, and not the result of the negligence of, the Party seeking to have its performance obligation excused thereby, which event or circumstance, by the exercise of due diligence, such Party has been unable to prevent, mitigate or overcome.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governing Documents” means any charter or similar document adopted or filed in connection with the creation, formation or organization of a particular entity, all equity holders’ agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of such entity, or relating to the rights, duties and obligations of the equity holders of such entity; and any amendment or supplement to any of the foregoing.

“Governmental Authority” means any federal, state, local or other governmental, regulatory or judicial agency, authority, or other entity having legal jurisdiction over the Parties, any Job Site or Installation or the ownership or operation of any Solar System, including any Utility. For the purposes of this Agreement, homeowners’ or property owners’ associations are considered entities having legal jurisdiction over the applicable Job Site or Installation.

“Hazardous Material” means any hazardous or toxic substance, waste or material, or any other substance, pollutant or condition that poses a risk to human health or the environment.

“Home Improvement Contract” has the meaning set forth in Section 3.14.

“Indemnified Person” has the meaning set forth in Section 6.4.

“Indemnitor” has the meaning set forth in Section 6.4.



“**Installation**” has the meaning set forth in Section 2.5.1.

“**Installation Complete**” is a payment milestone that requires the Solar System to be fully installed on the homeowner's property and pending only receipt of PTO (if applicable) to be fully operational. Contractors must submit evidence of completion of this milestone in a manner satisfactory to the Lender.”

“**Job Site**” means the rooftop(s) or other property on or about the dwellings owned by a Consumer where the applicable Solar System will be installed and any other areas on such Consumer’s property that such Consumer allows Contractor to use, occupy or disturb in connection with performance of the applicable Installation, including for ingress and egress, laydown and temporary storage purposes.

“**Lender**” has the meaning set forth in the Preliminary Statement.

“**Lender Default**” has the meaning set forth in Section 5.2.

“**Lender Indemnified Person**” or “**Lender Indemnified Persons**” has the meaning set forth in Section 6.1.

“**Lender Notification**” has the meaning set forth in Section 2.6.2.

“**Loan Agreement**” means the loan agreement between Lender and Consumer in the form available on the Platform from time to time.

“**Loan Terms**” means variable terms (such as length of repayment periods, required Seller Points, minimum and maximum loan amounts, and optional promotional payment features) that are included in an applicable Rate Card.

“**Knowledge**” means, with respect to a particular fact or other matter after due inquiry, an individual is or should have become aware of such fact or other matter. A Person (other than an individual) shall be deemed to have “Knowledge” of a particular fact or other matter if any individual who is serving, or who has at any time served, as a supervisor, manager, director, officer, partner, executor or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

“**Losses**” means any and all liabilities (including liabilities arising out of the application of the doctrine of strict liability), obligations, losses, damages, penalties, fines, claims, penalties, actions, suits, judgments, costs, expenses and disbursements (including reasonable legal fees and expenses and reasonable costs of investigation).

“**Milestone**” has the meaning set forth in Section 2.6.2.

“**NPI**” has the meaning set forth in Section 8.13.

“**Offer Acceptance Date**” has the meaning set forth in Section 2.4.1.

“**Parties**” has the meaning set forth in the Preliminary Statement.

“**Payment Milestone**” has the meaning set forth in Section 2.6.2.

“**Permit**” means each and every national, regional and local license, authorization, certification, filing, recording, permit or other approval with or of any Governmental Authority, including each and every environmental, land use, construction or operating permit and any agreement, consent or approval from or with any Governmental Authority that is required by any Applicable Law or that is otherwise necessary for the performance of an Installation or for operation, maintenance and use of a Solar System.



“**Person**” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity, or a Governmental Authority.

“**Platform**” means Lender’s proprietary electronic application and funding platform, used by Contractor and Lender, which generates and exchanges documentation and notices regarding the Financing Program, including Consumer Applications, Consumer Credit Offers and consumer disclosures.

“**Principal Solar System Components**” has the meaning set forth in Section 3.10.1.

“**Product Specification**” has the meaning set forth in Section 2.2.2.

“**Progress Payment**” means any payment paid by a Consumer at or after the commencement of Installation and before Lender makes the payment for the first Milestone.

“**PTO**” means “Permission to Operate” and refers to the permission required from a customer’s utility to turn on a Solar System. Some utilities may use a term other than PTO, but PTO is understood to refer to all such instances. In some instances, PTO is a Payment Milestone.

“**Rate Card**” has the meaning set forth in Section 2.2.1.

“**Rate Card Replacement**” has the meaning set forth in Section 2.2.3(a).

“**Representatives**” has the meaning set forth in Section 8.12.

“**Responsible Officer**” means the chief financial officer or any other duly appointed officer of Contractor.

“**Seller Points**” means the fee paid by the Contractor as seller points at the rates set forth in the applicable Rate Sheet.

“**Financing Program**” has the meaning set forth in the Recitals.

“**Solar System**” means the photovoltaic solar system identified in the applicable System Specifications, plus any Add-ons.

“**System Specifications**” means the required technical specifications for a Solar System that Contractor provides to Lender via the Platform or such other process as mutually agreed by Lender and Contractor.

“**Subcontractor**” means (a) any party, not an employee, with whom Contractor enters into an arrangement for the performance of any Installation or for the supply of labor or services to Contractor in connection with any Installation, and (b) any party, not an employee, at any tier with whom any Subcontractor has further subcontracted any part of any Installation.

“**Term**” has the meaning set forth in Section 1.2.

“**Territory**” means the states, utility corridors or other geographic areas where a Loan Agreement is available as set forth in a Product Specification.

“**Utility**” means the local public utility to which a Solar System will be interconnected.

“**Workmanship Warranty**” has the meaning set forth in Section 3.10.1.



EXHIBIT A
FORM OF RATE CARD

Current rate card information available on request from EnFin.



EXHIBIT B

FORM OF PRODUCT SPECIFICATION

SUNco Capital LLC
9/19/2023

General Terms and Requirements:

Territory (States): Territories to be agreed on in writing between EnFin and Dealer based on EnFin's ability to operate in a given territory and on EnFin's approval of Dealer to sell in a given territory.

Eligible Inverter Manufacturers: (See Exhibit C, "EnFin Approved Vendor List")

Eligible Module Manufacturers: (See Exhibit C, "EnFin Approved Vendor List")

Eligible Signatory: Signatory must be homeowner listed on the title of the residence and must meet all FICO requirements.

Additional signatories are allowed. If the additional signatory does not live in the property, EnFin will perform any necessary additional verification.

Eligible Properties: Property must be permanently affixed to the ground (no mobile homes).

Property must have a residential meter.

Signatory must own the roof or, in the event that the roof is owned by an HOA, HOA must give approval and the unit must be metered separately.

Permissible Add-on: Electrical system upgrades necessary for the installation of the financed solar system.
Services directly related to installation of the solar energy system, such as: trenching, foliage trimming/de-shading, installation of fencing to prevent rodent intrusion, etc.
Energy storage systems
Pre-paid O&M contracts covering solar energy system upkeep
Re-roofing directly in the footprint of solar panel installation
Other services or add-ons may be financed as long as those amounts don't exceed 25% of the total financed amount. Only those services or add-ons included in the "Partial Scope" document attached to this Agreement may be financed.

Payment Milestones: 100% of the initial loan balance less the applicable dealer fee will be paid at the Installation Complete Milestone. Contractor shall have a maximum of 180 days from the Credit Submission Date to reach the Installation Complete Milestone. In the event that Contractor is noncompliant with any of the obligations or requirements of the Agreement, Lender shall have the right to cancel the entire loan at any point, even if such cancellation takes place before 180 days have elapsed. EnFin also retains the right to cancel a loan at EnFin's sole discretion if the Installation Complete Milestone has not been reached within 90 days of the execution of the Loan Agreement. EnFin retains the right to cancel any approved credit associated with an unsigned Loan Agreement after 60 days following the Credit Submission Date. In the event that Lender (in its sole determination) finds a pattern of misconduct or misrepresentation from Contractor or its employees or representatives, 80% of the Amount Financed will be paid at Installation Complete and 20% will be paid at PTO. Contractor shall have 180 days from the first funding of the loan to reach the PTO Milestone.

Monitoring: System will include inverter(s) or another method to enable each Solar System to provide Lender with performance monitoring for such Solar System, including delivering daily



production data for such Solar System to Lender at least once per [month]² during the Warranty Period.
Monitoring shall be enabled for the applicable Consumer so that such Consumer may review daily Solar System performance via the monitoring provider's online portal

Substantial Completion:

Contractor Deliverables. Contractor has delivered to Purchaser:

A copy of the Home Improvement Contract executed by Consumer(s) and Contractor

System Specifications. The System Specifications are complete and final.

Installation and Testing Complete. The Solar System has been fully installed, tested, and commissioned and has been shown capable of operating in a reliable and continuous manner for its intended purpose and producing electricity in the estimated amounts

Title to System. Legal title to and control of the Solar System has been conveyed to Consumer

Ready for Interconnection. Contractor has made all arrangements necessary to cause the interconnection and net metering, if any, of the applicable Solar System to the Utility's system

No Breach. Contractor is not in material breach of any of its obligations under the Dealer Agreement

Compliant Installation. The applicable Solar System has been designed and installed in strict compliance with the requirements of (a) the System Specifications, (b) this Program Specification and the Dealer Agreement, (c) Applicable Law (including national, state, and local engineering, construction, safety and electrical codes and standards), (d) applicable requirements of the Utility, including net metering rules and (e) good solar industry practices

Contract Compliance. The applicable Installation was performed in compliance with the applicable Home Improvement Contract, including job site clean-up

Equipment. All equipment incorporated into the Solar System shall be new, unused, and undamaged

True Representations. Contractor's representations and warranties in the Dealer Agreement

Down Payments and Upfront Payments All Down Payments and Upfront Payments have been paid in full

Final Completion:

Contractor Deliverables. Contractor has delivered to Purchaser:

A copy of the Permission to Operate received from the Utility

Signed building inspector approvals for the Solar System

Substantial Completion. The conditions to Substantial Completion continue to be satisfied

Inspections. All inspections required by Applicable Law have been successfully completed

Interconnection. The applicable Solar System has been interconnected and net metering, if any, is in effect with respect to the Utility's system

No Breach. Contractor is not in material breach of any of its obligations under the Dealer Agreement

Permits. All Permits necessary for installation, operation, and use of the applicable Solar System in compliance with Applicable Law are in full force and effect and all conditions thereunder have been satisfied

True Representations. Contractor's representations and warranties in the Dealer Agreement are true



EXHIBIT C
ENFIN APPROVED VENDOR LIST

PV Panel

Aptos Solar Technology LLC
Auxin Solar
AXITEC
Bluesun Solar Co.,Ltd
Bluesun Solar Energy Tech. Co.,Ltd
Boviet Solar Technology Co., Ltd.
BYD Company Limited
Canadian Solar, Inc.
Caterpillar Inc.
CertainTeed
Chint Solar (Zhejiang) Co., Ltd.
Emmvee
Enphase Energy Inc.
First Solar, Inc.
Flextronics
FreeVolt
GAF
GAF Energy LLC
GE Energy
Grape Solar
Hansol Technics Co., Ltd.
Hanwha Q CELLS
Heliene
Helios USA
Huawei
Hyperion Solar
HYUNDAI ENERGY SOLUTIONS CO., LTD.
JA Solar
Japan Solar (Infini Co., Ltd.)
Jinko Solar Co., Ltd
La Solar LLC
LG Electronics Inc.
LONGi Green Energy Technology Co., Ltd.
Maxeon Solar Technologies Ltd.
Meyer Burger (Industries) GmbH
Mission Solar Energy LLC
Mitsubishi Electric



Panasonic Corporation of North America
PEIMAR
Philadelphia Solar
Phono Solar Technology Co.,Ltd.

REC Solar
Renesola America
SANYO ELECTRIC CO LTD OF PANASONIC GROUP
S-Energy Co., Ltd.
Seraphim Solar System Co.,Ltd.
Sharp
Silfab Solar Inc.
SolarBridge Technologies
SolarCity Corp
Solarever
Solaria Corporation
Solarmax
Sunergy California LLC
Sunflare Co.
SunPower
Suntech Power
Tesla Inc.
TOPCO SOLAR INC.
Topsun Co Ltd
Trina Solar
U.S. Solar
United Renewable Energy Co., Ltd.
Universal Solar
Vikram Solar
VSUN Solar
WAAREE ENERGIES LIMITED
Westinghouse Solar
Yingli Energy (China)
ZNSHINE PV-TECH Co., Ltd.

Inverter

ABB
Altenergy Power System Inc.
Aptos Solar Technology LLC
BYD Auto Industry Company Limited
Canadian Solar Inc.
Chilicon Power, LLC
Chint Power Systems America



CSI Solar Co., Ltd.
Darfon Electronics Corp.
Delta Electronics
Destin Power Inc.
Enphase Energy Inc.
Fronius International GmbH
GE Renewable Energy
Generac Power Systems
GoodWe Technologies Co., Ltd.
Hanwha Q CELLS
Hoymiles Power Electronics Inc.
Huawei Technologies Co., Ltd.
Jinko Solar Co., Ltd
LG Electronics Inc.
Lion Energy
NeoVolta Inc.
OutBack Power Technologies, Inc.
Oztek Corp.
Pika Energy
POMCube Inc.
SANYO ELECTRIC CO LTD OF PANASONIC GROUP
Schneider Electric Solar Inc.
Schneider Electric Solar Inverters USA, Inc.
SMA America
SolarEdge Technologies Ltd.
Solaria Corporation
SolarJuice American Inc.
Sol-Ark
SolaX Power Network Technology (Zhe jiang) Co., Ltd.
Sparq Systems
Sungrow Power Supply Co., Ltd.
SunPower
Tabuchi Electric Co., Ltd.
Tesla Inc.
Tigo Energy, Inc
Trina Energy Storage Solutions (Jiangsu) Co., Ltd
Yaskawa Sollectria Solar

Battery

Alpha ESS Co., Ltd.
ARK Battery LLC
Blue Planet Energy Systems LLC



BYD Auto Industry Company Limited
Chint Power Systems America
Darfon Electronics Corp.
Delta Electronics
Eguana Technologies Inc.
Electriq Power, Inc
Enphase Energy Inc.
e-ON Batteries Inc.
Fortress Power LLC
FranklinWH Technologies Co., Ltd.
Generac Power Systems
GoodWe Technologies Co., Ltd.
Hanwha Q CE
HomeGrid LLS
Humless, LLC
Jinko Solar Co., Ltd
LG Electronics Inc.
LG Energy Solution, Ltd.
Lion Energy
NeoVolta Inc.
OutBack Power Technologies, Inc.
Shenzhen BYD Electronics Co., Ltd.
Shenzhen BYD Lithium Battery Company Limited
Shenzhen Eternalplanet Energy Pingshan Ltd.
Shenzhen Growatt New Energy Technology Co., Ltd
SimpliPhi Power, Inc.
SMA America
SolarEdge Technologies Ltd.
SolaX Power Network Technology (Zhe jiang) Co. , Ltd.
SolaX Power Network Technology (Zhe jiang) Co., Ltd.
Sonnen Inc.
Storz Power LLC
SunFusion Energy Systems
Sungrow Power Supply Co., Ltd.
SunPower
Tesla Inc.
Tigo Energy, Inc
Villara Energy Systems, LLC