

CALIFORNIA SOLAR CONSUMER PROTECTION GUIDE

Published March 2022

This guide provides important information to homeowners thinking of going solar.

PUTTING SOLAR ON YOUR HOME IS AN IMPORTANT FINANCIAL DECISION.

Don't sign a contract until you read this document!



This guide is from the California Public Utilities Commission (CPUC), a government agency that regulates privately-owned utilities like Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego

Gas & Electric Company (SDG&E).

Customers of PG&E, SCE, SDG&E, BVES, and PacifiCorp must initial and sign this guide to connect a residential solar system to the electric grid. The CPUC requires these companies to collect your signed copy of this guide to ensure that you know your rights and have enough information to make a decision. *(This requirement does not apply to solar thermal systems or solar systems in new home construction or multi-family buildings.)*

Guide Accessibility

- Audio recording available at 855-955-1535.
- Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, and Dari versions available at 866-849-8390.

You should understand and initial the first 4 pages and sign at the end of this guide before you sign a contract for a residential solar system.

Initial here if you understand this page (1/4)



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Watch Out for False Claims

Most solar providers are honest and fair. However, there are still some false claims you need to watch out for. Do not do business with a salesperson who makes one of these false claims.

False Claim

The Truth

You can get free solar energy at no cost to you.

Solar energy is rarely free. An honest company will be upfront about all the costs you will pay over time.

There is one exception: a few government-funded solar programs offer free or low-cost solar to low-income households. Go directly to page 6 to see what government-approved organizations run these programs.

You will never pay an electricity bill ever again after a solar system is installed.

After going solar, you will typically pay a small electricity bill every month and a larger electricity bill at the end of the 12-month cycle. See page 18 for an example.

Customers who take out a solar loan or sign a lease or power purchase agreement will also receive a monthly bill from a loan company or solar provider.

If you use Property Assessed Clean Energy (PACE) financing, you will also make a payment once or twice a year with your property taxes or monthly with your mortgage payment.

Time is running out and you must quickly sign an electronic tablet to get solar.

An honest salesperson would never rush you to sign anything without giving you time to review what you are signing.

California law requires that a salesperson show you the contract terms before you sign.



If you think you have been a victim of solar fraud, you may file a complaint against a contractor or home improvement salesperson to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).

To file a complaint against a financing company, visit [dfpi.ca.gov/file-a-complaint](https://www.dfpi.ca.gov/file-a-complaint).

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Know Your Rights

You have the right...



to read this entire 24-page guide before signing a contract.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Do not feel pressured to read this guide while the salesperson waits. Ask them to come back at a later date to allow you time to read it.

If you are a customer of PG&E, SCE, SDG&E, BVES, or PacifiCorp, a solar provider must give you time to read this guide before you sign a contract for solar. If they do not allow you to read this guide, they cannot connect your solar system to the electric grid, and you should report them to the Contractors State License Board (CSLB) at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).

to a copy of a solar contract and financing agreement in the language in which the salesperson spoke to you.

If a solar provider or salesperson comes to sell you solar panels and speaks to you in a language other than English, they must give you a copy of the contract in that language. Also, if you prefer to read this guide in Spanish, Chinese, Korean, Vietnamese, or Tagalog, the solar provider or salesperson must give you this guide in that language.

to a Solar Disclosure Document from your solar provider.

By law, a solar provider must provide you with a completed Solar Energy System Disclosure Document created by the Contractors State License Board (CSLB). This one-page document shows you the total costs for the solar energy system. A blank version of this document is available at [cslb.ca.gov/consumers/solar_smart](https://www.cslb.ca.gov/consumers/solar_smart).

to a 3-day cancellation period after signing a contract.

You have at least three business days to cancel your contract for any reason. You may cancel the contract by emailing, mailing, faxing, or delivering a notice to your solar provider by midnight of the third business day after you received a signed, dated copy of the contract. If you are 65 years of age or older, you have five days. Note that different rules may apply for contracts negotiated at a company's place of business.

If your solar provider refuses to cancel the contract, report them to the CSLB at 800-321-CSLB (2752) or [cslb.ca.gov/consumers](https://www.cslb.ca.gov/consumers).



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page (3/4)*



Ask Solar Providers These Initial Questions Before You Sign A Contract

What is your Contractors State License Board (CSLB) license or registration number?

Ask for the solar provider's CSLB license number. If you were contacted by a telephone or door-to-door salesperson, ask for their individual home improvement salesperson (HIS) registration number, too. Then check the license and, if applicable, HIS registration numbers to make sure they are valid and associated with the solar provider by going to cslb.ca.gov/consumers or calling 800-321-CSLB (2752).

CSLB License Number is:

- (If applicable) HIS Registration Number is:

The CSLB license must be active and in classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor) in order to be valid. If your solar provider does not have a valid contractor license, do not sign a contract with them and report them to the CSLB.

What is the total cost of the solar energy system?

If you are considering a solar loan, lease, or power purchase agreement, also ask:

- Is there a down payment?
- How much will I pay per month? When will these payments increase and by how much?

If you are considering PACE financing, also ask:

- How much will I pay once or twice a year with my property taxes or monthly with my mortgage?
- How many years will I pay this amount?

If I sell my home, what are my options and what do I need to do?

Ask your solar provider, lender, or PACE program administrator to show you where in the contract it describes what happens when you sell your home.

OK, I read these 4 pages. Now what?

1

For a **step-by-step guide for how to go solar**, proceed to the next page. This is recommended, even if you've already started the solar process!

2

Make sure to get **bids from at least 3 different solar providers**. See page 9 for more details.

3

For **other important questions to ask a solar provider** before you sign a contract, go to page 10 of this guide.

4

If you already understand the information listed in the table of contents and are **getting ready to sign a contract**, you can skip to the "Before You Sign" checklist, on page 22 of this guide.

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STEP 1:

Is Solar a Good Fit for Me?

1

Solar photovoltaic panels can capture sunlight on your roof or property and convert it into electricity. This electricity powers the needs of your home, such as lights, electric vehicles, and appliances.



Before you consider getting solar at your home, ask yourself:

Have I made my home energy efficient first?

Reducing your energy use can reduce the size of the solar system you need, potentially saving you thousands of dollars. Visit energyupgradeca.org/home-energy-efficiency and/or contact your electricity provider for energy efficiency tips and advice on how to get a home energy assessment. You may also want to ask your electricity provider about residential demand response programs.

Do I qualify for low-income solar programs?

If you think you might qualify for a low-income solar program, be sure to read page 6. There are residential solar and community solar programs available for qualifying low-income PG&E, SCE, and SDG&E customers that could save you money with no financial contribution.

Is my roof suitable for rooftop solar?

- Does my roof receive a good amount of sunlight or is it mostly shaded? What direction does the roof face? Roofs that are mostly shaded or face due north are not good candidates for solar. If you plan to replace your roof soon, you should replace it before installing a rooftop solar system.
- If your roof is heavily shaded or isn't in great condition, or if you are a renter, community solar programs could be a good fit for you. With community solar, you receive 50-100 percent of your electricity from solar projects located across California. Community solar programs vary and may increase your electricity bill or provide an electricity bill savings. Contact your electricity provider for more information.

Low-Income Solar Programs

Available to PG&E, SCE, and SDG&E Customers



If you are not a PG&E, SCE, or SDG&E customer, call your electricity provider or check their website to see if any low-income solar options are available to you.

If you currently receive or qualify for a discounted electricity bill through the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program, you may qualify for assistance installing solar at low or no cost using one of the programs to the right.

You may also qualify for one of these programs if you live in a disadvantaged community (DAC). A DAC is a neighborhood vulnerable to multiple sources of pollution. To find out if you live in a qualified DAC, check out the map: cpuc.ca.gov/solarindacs.



PACE financing is not a "free government program." If someone describes it this way to you, please read about false claims on page 2 of this guide. You can learn about PACE financing on page 14.

SASH Program & DAC-SASH Program

The SASH Program provides discounted rooftop solar for income-qualified single families. If you qualify, your family can get assistance installing solar at low cost. The DAC-SASH program is designed for CARE- or FERA-eligible single-family homeowners who live in a DAC. If you qualify, your family can get assistance installing solar. GRID Alternatives administers the SASH and DAC-SASH programs.

See if you qualify by visiting gridalternatives.org/qualify or by calling GRID Alternatives at 866-921-4696.

DAC-Green Tariff Program

The DAC-Green Tariff Program is designed for eligible households that live in a DAC. Participants can have 100 percent of their electricity offset by solar generation and receive a 20 percent discount on their electricity bills. In this program, you do not have to install solar on your roof. The solar is installed elsewhere and the bill credits are assigned to you.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

Community Solar Green Tariff Program

The Community Solar Green Tariff Program allows households in a disadvantaged community to subscribe to a solar farm within 5 miles of their neighborhood and receive a 20 percent discount on their electricity bills.

See cpuc.ca.gov/solarindacs for more information on eligibility and how to sign up.

STEP 2: Understand Roles and Solar Process

2

Solar Providers

Solar providers are the companies that sell you solar and send installers to your home. Sometimes they provide financing. They must be licensed. See page 4.

Salespeople

Salespeople work for solar providers and may call you or knock on your door. They must be registered, with some limited exceptions. Ask for their “home improvement salesperson (HIS) registration” and check it at 800-321-CSLB (2752) or cslb.ca.gov/consumers.

Installers

Installers are sent by solar providers to your home to check roof, ground, and electric conditions and to install the solar system. They must be licensed like a solar provider. See page 4.

Manufacturers

Manufacturers are the companies that make solar equipment. They provide most solar warranties for purchased systems.

Electricity Providers

Electricity providers interconnect your solar system to the electric grid and send you electricity bills that may include solar bill credits.

Lenders

Lenders provide you with financing if you have a solar loan.

PACE Program Administrators

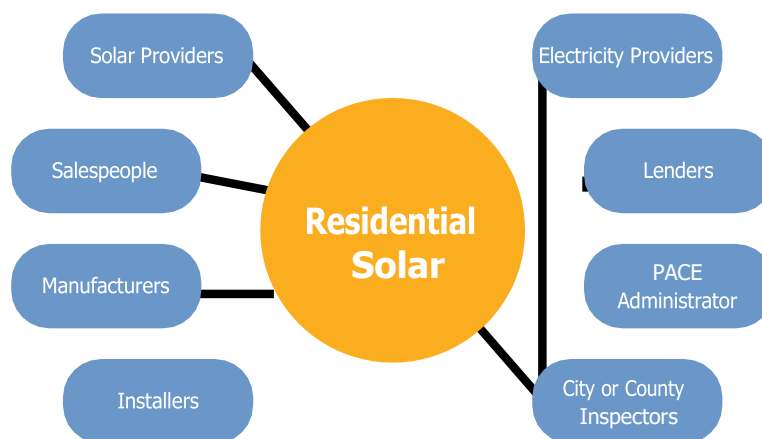
Except for a few governmental PACE programs, PACE financing programs are managed by PACE program administrators, which must be licensed. Check their license at dfpi.ca.gov/pace-program-administrators.

PACE Solicitors and PACE Solicitor Agents

PACE solicitors are organizations, such as contractor companies; and PACE solicitor agents are individuals, such as home improvement salespersons. They are authorized by PACE program administrators to solicit property owners to enter into PACE financing agreements. Check their enrollment with a PACE program administrator at dfpi.ca.gov/pace-program-administrators.

City/County Inspectors

City/county inspectors come to your home to make sure the system is up to code to ensure your health and safety.



Overview of a Typical Rooftop Solar Process

Before You Sign a Contract

You	decide if rooftop solar is a good fit for you (see page 5)
You	get a home energy assessment to make your home more energy efficient (see page 5)
You	look at low-income solar programs to see if you qualify (see page 6)
You	research solar providers and compare at least 3 bids (see page 9)
Solar Provider	provides you with contract and Solar Energy System Disclosure Document (see page 9)
You	qualify for financing, if needed (see page 12)
Lender/PACE Program Administrator	writes up financing agreement (if needed)
You	review solar contract, Solar Energy System Disclosure Document, and any financing agreement (see page 19)
You	go through checklist on page 22 of this Solar Consumer Protection Guide
You	sign this guide, the solar contract, and the financing agreement



It typically takes 1 to 3 months after you sign a contract for the solar system to be installed at your home.

After You Sign A Contract

Installer	performs a home site visit to confirm assumptions and check roof, ground, and electric conditions
Solar Provider	finalizes system design and applies for building permit with city or county agency
Installer	installs the solar system (only after receiving city/county permit)
City/County Inspector	inspects system for building permit compliance when applicable
Solar Provider	submits application to electricity provider to interconnect solar system to grid
Solar Provider	submits city/county inspection approval to electricity provider
You	turn on system only after receiving written approval from electricity provider
Electricity Provider	sends you your first electricity bill with solar/net energy metering credits (see page 17)
Lender/Solar Provider	sends you first bill for solar system or solar energy*



After the solar system is installed, it typically takes 2 to 3 weeks to receive approval from your electricity provider to turn your system on. It could take longer depending on your circumstances.

*If you use PACE financing, you will not receive a bill from a lender or solar provider (the last step above). Instead, your payments will be due once or twice a year with your property taxes or monthly with your mortgage payment.

STEP 3:

Find a Qualified Solar Provider

3

For low-income solar programs, go to page 6.

Find Solar Providers that Serve Your Neighborhood

Go to cslb.ca.gov, a government website, and click on “Find My Licensed Contractor.” Enter your city and one of the following license classifications: C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Go to californiadgstats.ca.gov, a government-funded website, to enter your ZIP code and see a list of solar providers and recent installation costs. Note that these costs are not verified by the government.

Check to see if your county has a County Contractors Association with licensed solar providers.

Ask friends and neighbors who had solar installed at least a year ago if they recommend a solar provider and why.

Narrow Down the List to Qualified Solar Providers

First, make sure solar providers you consider have a valid license from the CSLB. It is illegal for solar providers and their installers to conduct business without a license.

- Go to the Contractors State License Board (CSLB) website at cslb.ca.gov/consumers or call 800-321-CSLB (2752) to see if the solar provider and installer licenses are active and valid. The licenses must be in the classification C-46 (Solar Contractor), C-10 (Electrical Contractor), or B (General Building Contractor).

Find out how long the company has been in business and how many installations they have done.

Visit the CPUC’s public list of non-compliant solar providers, which identifies contractors that have violated CPUC, CSLB, or DFPI regulations. This list is updated quarterly and can be found at cpuc.ca.gov/solarpubliclist.

It’s a good sign if companies employ installers certified by the North American Board of Certified Energy Practitioners (NABCEP), a high standard in the industry.

Get Bids From At Least 3 Qualified Solar Providers, Compare Bids, and Ask Questions

After you narrow down the list of solar providers, ask for a bid or price quote.

- Look up how to compare solar quotes online and compare the bids you have obtained.
- Note that the cheapest bid is not necessarily the best option for you. A very low bid may indicate that a solar provider is trying to cut corners.

The CPUC recommends that solar providers give out this guide during their first contact with potential customers. Don’t hesitate to ask solar providers a lot of questions up front. A qualified company will be happy to answer all of them. A sample list of questions is on the next page.



Questions to Ask a Solar Provider

Before You Sign a Contract

Company Background

What is your company's contractor license number from the Contractors State License Board (CSLB)? What is your installer's contractor license number?

Is the salesperson an employee of your company?

Will you subcontract with another company to install the solar system? If so, what is their CSLB contractor license number?

How long have you been in business, and how many systems have you installed?

Can you provide me with three customer references to call or visit? These customers should have solar installed for at least a year.

Design & Roof

Is my roof a good candidate for solar? Why?

Does my roof need to be replaced before installing solar panels?

- If yes, how much will that cost, who will do it, what is their license number, and is there a roof warranty?
-

Why did you choose this specific design and size for the solar system you are recommending to me?

- Note that a system sized to cover all of your electricity needs isn't necessarily the best investment. Typically, a system is sized to around 80-85 percent of your electricity use from the previous year.
-

What steps will you take to ensure my roof won't leak?

Roughly how much will it cost to remove and re-install the panels if I need to replace my roof in the future, including inspection fees?

Warranties & Performance of Solar System

Are there warranties for the panels and inverters?

- If yes, how long do they last and whom do I contact to replace these components?
 - If equipment such as the inverter fails after the warranty period, how much will it cost to replace?
-

Are there warranties for labor/construction?

Are repairs and maintenance included in the contract? If yes, who should I contact for repairs?

Will I be able to monitor the performance of the system once it's installed? If so, how?

Does the solar provider offer a minimum energy guarantee (common with leases and power purchase agreements)?

- If yes, how will I be compensated if the system does not produce as much energy as promised in the contract?
-

Is there an insurance policy that comes with the solar system, or do I need to take out additional homeowner's insurance? Note that this is especially important if you live in fire-prone areas.

What are my obligations in the contract if my solar system stops working due to a disaster like an earthquake or a fire?

Who has the right to claim the environmental benefits of the power generated by my system? (See "Getting Environmental Credit for Going Green" on page 18).

Electricity Bill Savings Estimates *(see page 17)*



Please beware of a solar provider who tells you solar is free – it is not. See page 2 for more information on false claims.

Will you explain to me why an electricity bill savings estimate is not a guarantee?

What electricity provider bill escalation rate is assumed in your electricity bill savings estimate?

- Note that the CPUC has capped this escalation rate assumption at 4 percent per year.

What electricity rate plan do you recommend I switch to for solar, and why?

- How long will I be on that rate plan, and how can I compare or change rate plans on my electricity provider's website?
- Note that each electricity provider has a rate plan comparison tool or page on its website.

Even though I will continue to pay electricity bills after going solar, I can receive solar bill credits on my electricity bill. How does that work?

Is there an option to pay my electricity bills monthly instead of annually, so the costs are more even throughout the year? How do I sign up?

Does my electricity provider offer special rates for solar customers?

Impacts On Future Sale of Your Home

Will a solar system make it more difficult for me to sell my home or refinance?

For leases, power purchase agreements (PPA), and PACE-financed systems:

- What happens if the home buyer doesn't want the solar system or doesn't qualify to take on my lease, PPA, or PACE-financed system?
- Are there fees if I need to terminate the contract early to sell my house?
- Are there fees for transferring the lease, PPA, or PACE financing to a new homeowner?

Timeline *(see page 8)*

When do you propose to start and finish installing solar on my roof?

After installation is complete, roughly how long will it take for my electricity provider to send me written approval to turn my system on?

What situations would allow me to be released from a contract?



For questions about financing, read the next section!

4

STEP 4: Compare Your Financing Options

The most common solar financing options are:

- Purchase of a solar system with a solar loan or cash. With a purchase, you own the system.
- Property Assessed Clean Energy (PACE) financing of the upfront costs of a solar system, which you pay back on your property tax bill. With PACE financing, you own the system.
- Lease of a solar system, in which the solar provider owns the system and “rents” it to you for a scheduled monthly payment over a set number of years.
- Power purchase agreements (PPA), in which the solar provider owns the solar system and sells you the electricity it generates for a certain price over a set number of years.

The next few pages contain a quick look at each option’s pros and cons, and then a closer look at each.

	PROS	CONS
Purchase with Cash or Loan	Typically, greater return on investment. If you use a loan, little or no upfront costs. May increase value of home. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles. Some solar loans place a lien on your property. In those cases, if you do not make your payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage.
PACE Financing	Little or no upfront costs. May have a longer repayment period than typical home improvement loan, which may be preferable. You can directly receive tax credits and deductions. Consult tax professional to see if you qualify.	PACE financing results in a first-priority lien on your property. Your bank may require you to pay off the PACE assessment prior to refinancing. If you do not make your PACE payments, this could result in foreclosure or make it more difficult to sell your home or refinance your mortgage. You are typically responsible for repairs and maintenance. This may involve contacting different manufacturers, who could go out of business during the 10- to 20-year component lifecycles.
Lease and PPA	Little or no upfront costs. Solar provider is responsible for all monitoring, maintenance, and repairs. Minimum energy production often guaranteed.	Selling home may be more complicated than with a purchased system. Options typically are: the new owner must agree to take on the lease/agreement, you continue making payments, or you buy out the lease/agreement, which could be thousands of dollars. Solar provider could go out of business during the contract period.

A Closer Look at Purchasing Outright (with cash or loan)



You can purchase a solar system from a solar provider or manufacturer with a traditional loan, solar loan, or cash. In this approach, you own the installed system. Types of loans include:

- **Secured loans:** these require an asset that will serve as collateral for the loan – often that asset is your solar system.
- **Unsecured loans:** these do not require any collateral, similar to a credit card.

A secured loan is often preferred because it typically has lower interest rates.

Many solar providers work with lenders that offer solar loans, but you should check with banks and credit unions as well. Compare offers to make sure you are being offered a reasonable interest rate.

If you install and own a solar system by the end of 2022, there is a 26 percent federal income tax credit (ITC) available. Under current law, the federal ITC is scheduled to drop to 22 percent for systems installed in 2023 and then 0 percent for systems installed after 2023. If you have questions about the ITC or whether a loan is tax deductible, speak to a Certified Public Accountant (CPA) for tax advice.

Unless you purchase a maintenance plan or your system comes with one, you will be responsible for any maintenance and repairs. Make sure you save the equipment warranties, particularly for the inverter, which may need to be replaced sooner than other equipment. If you sell your home, look for real estate agents and appraisers with experience selling homes with solar. You may include the system in the house sale just like any other major home improvement.

Questions to Ask a Lender About the Purchase of a Solar System with a Loan:

What is the total cost of the loan over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

What is my interest rate?

What is my annual percentage rate ("APR")?

Whom do I contact if I have questions about my loan payments?

Will a solar loan make it more difficult for me to sell or refinance my home? Will I need to buy out my loan? Whom do I contact?



A Closer Look at PACE (Property Assessed Clean Energy)

PACE is a financing option that is available in some areas of California. In most places, it is sold through PACE solicitors and solicitor agents who are required to be enrolled with a PACE program administrator. In a PACE financing arrangement, a PACE program administrator finances the upfront costs of a solar system, which you then pay through an assessment on your property tax bill. With PACE financing, you own the solar system. You should read and review the terms carefully, and if necessary, consult with a tax professional or attorney.

PACE financing lasts for a fixed term, typically around 10-30 years, and it is attached to your house. If you sell your house before you have fully paid the PACE assessment, the buyer may require you to pay off the remaining balance of the assessment, which could be thousands of dollars. Some mortgage lenders will not loan money to buyers to purchase properties with PACE liens unless the full assessment is paid.

Unlike leases and power purchase agreements that require monthly payments, PACE assessments are typically due once or twice a year, in larger lump sums, with your property taxes. Given this unique arrangement, it's important to understand how much you will owe and when, so that you can set aside enough money throughout the year to cover the amount.

If your house is mortgaged and you typically pay your taxes with an escrow or impound account, your mortgage company may increase the amount you pay monthly to cover the anticipated increase to your property tax bill. Discuss how PACE will affect your monthly mortgage payment before you sign an agreement.

Be aware that if you fail to make your PACE payments included with your property taxes or mortgage, your home could be put in foreclosure.

Questions to Ask a PACE Program Administrator About a PACE-Financed System:

What is your PACE program administrator license number?
(Check the license at dfpi.ca.gov/pace-program-administrators)

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

What is the total cost of the financing over the entire course of the contract?

How much will I owe for PACE financing when I pay my mortgage or property taxes?

How many times a year will I owe this PACE payment?

What happens if I want to sell or refinance my home? Will selling or refinancing be more difficult with PACE financing? Is there anything I have to do with the mortgage company?

What are the penalties for failing to pay the assessment on time?

Whom do I contact if I have problems making my PACE payments?

Is the PACE solicitor or PACE solicitor agent I talked to enrolled with you? (Check their enrollment with the PACE program administrator at dfpi.ca.gov/pace-program-administrators)

A Closer Look at Lease & PPA (Power Purchase Agreement)



With a lease, the solar provider owns the system on your property and “rents” it to you for a set period of time. A solar provider will install the solar system on your home, and you will make scheduled monthly payments in exchange for all the electricity the system produces. A typical lease contract period is 20-25 years.

In a power purchase agreement (PPA), the solar provider owns the system on your property and sells you the electricity it generates. PPAs are similar to leases, except that instead of making a fixed monthly payment for the system, you typically pay for all the power the solar system generates (a fixed per-kilowatt-hour rate). The contract will specify the kilowatt-hour rate you pay in the first year and every year after that. This rate should generally be lower than your current electricity rate. A typical PPA contract period is 20-25 years.

- If you sell your house before the lease or PPA contract is over, you will have to pay the solar provider the remainder of the value of the lease or PPA or transfer the contract to the new property owner. Make sure you understand the specific contract terms, since buying out a lease or PPA can cost thousands of dollars.
- Payments for leases or PPAs will typically increase by a specified amount every year based on an “escalation clause” or “escalator.” Escalators are typically in the range of a 1 percent to 3 percent increase above the rate you paid in the previous year. Be cautious of entering into a contract with an escalator higher than that.
- There may be different ways to arrange leases and PPAs, such as paying more up front to reduce your monthly payments.

Questions to Ask a Lender or Solar Provider About a Lease or PPA

What is the total cost of the solar system or solar energy over the entire course of the contract?

How much will I pay up front, how much over time, and for how long?

Will my payments increase over time? How much will they increase and how frequently?

Is there an option to make a down payment to reduce my monthly payments (for a lease) or kilowatt-hour rate (for a PPA)?

What happens if I wish to end the lease or PPA early?

If I end my agreement early, will I owe a balloon payment and/or an early termination fee? If so, how much will I owe?

Will a lease or PPA make it more difficult for me to sell or refinance my home?

Who will be responsible for monitoring, operations, and maintenance of the solar system?

5

STEP 5: Learn About Electricity Bill Savings

Electricity Bill Savings Estimates Do Not Guarantee Savings

Electricity bill savings estimates are educated guesses about how much you could save with rooftop solar. They are based on several uncertain factors. Here are some reasons why it's possible that your savings could be lower than the estimate:

- Your future energy use is uncertain. For example, if your family grows, you buy an electric vehicle, or you decide to turn up your air conditioning in the summer, your energy use will go up.
- If you sell your home, you could incur additional costs. For example, if a buyer doesn't want to take on a lease or PPA, you might have to buy out the contract, which could be thousands of dollars.
- Electricity prices and rates can change over time. Electricity bill savings estimates typically assume they will escalate, or rise, by a certain percentage each year (the CPUC has capped the assumed escalation rate at 4 percent for these estimates). Also, your electricity provider may require you to switch to a different rate plan in the future, which could change how much you save.
- Your solar system might perform slightly worse than the estimate assumed. For example, if your area is unusually dusty, the system could generate slightly less energy than estimated.



**Before you sign
a contract, ask
yourself:**

if the savings end up being lower than the estimated monthly or yearly savings, does getting rooftop solar still make sense to me?



How Electricity Bill Savings Work

If you go solar, your electricity provider will enroll you in its Net Energy Metering (NEM) program. NEM allows you to get a financial credit on your electricity bill when your solar system sends electricity back to the grid after first powering the electricity needs at your house. Usually, this credit is approximately equal to the retail rate of energy. This means that you are credited on your bill about the same amount that your electricity provider would have charged you for electricity during that time.

NEM and Your Electricity Bill

Consuming and Exporting Electricity

Since the sun isn't always shining, solar customers also rely on electricity from their electricity provider. After your solar system is interconnected to the grid, your monthly electricity bill will summarize how much electricity you took in or "consumed," from your electricity provider, and how much electricity your solar system sent to the grid or "exported."

Monthly Bill Charges, Credits, and Minimum Amounts

If you took in more than you sent out to the grid in any given month, you will see an overall charge on your bill. If you sent out more than you took in, you will see an overall credit. Typically, you will be able to carry forward credits to the next month's bill, and electricity usage charges will not be due until the end of a 12-month period. Note that many electricity providers require solar customers to pay a monthly minimum bill each month just like other customers. This minimum bill may change over time.

Time-of-Use Rates

PG&E, SCE, and SDG&E solar customers are required to go on a time-of-use (TOU) rate plan. A TOU rate plan will charge different prices for electricity depending up on the time of day. Prices are typically higher between 4 p.m. and 9 p.m., called "peak" hours, and lower the rest of the day and at night during "off peak" hours.

12 Month Settlement Bill

Typically, at the end of a 12-month period, you will receive a settlement bill, also called a "true up" bill, that settles all the credits and charges. Even though going solar can reduce your electricity costs, most customers still owe some money to their electricity

provider at the end of the 12 months. See graphic to the right that shows an example of an electricity bill over a 12-month cycle for a solar customer.

Some electricity providers give you the option to pay your settlement bill monthly instead of annually. If you choose the monthly option, your payments will be more evenly distributed over the course of the 12 months, and you will not have to worry about paying a potentially large bill once a year. Be clear with your solar provider if you want the monthly option and double-check with your electricity provider that the correct option was chosen.

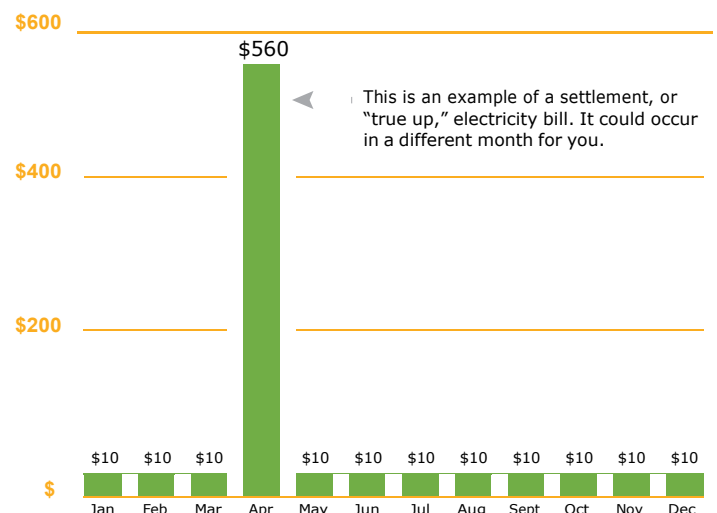
Though it's rare, if you sent out more electricity than you took in over the course of the 12-month period, you are typically eligible to be paid "net surplus compensation," which is around 2 to 3 cents per kilowatt-hour. Because this rate is lower than the retail rate, it is generally not in your financial interest to install a solar system that produces more energy than you would use over the course of a year.

Currently, PG&E, SCE, and SDG&E customers are guaranteed NEM for 20 years from the time their solar system starts operating. Your electricity rate, however, is subject to change. Go to www.cpuc.ca.gov/electricrates for more details on how electricity rates work.

If you still have questions after reading this section, you can find help at the additional resources on pages 20-21 of this guide.



Example Of A Settlement, Or "True Up" Electricity Bill





Getting Environmental Credit for Going Green

When a residential solar system produces electricity, the system is eligible to receive Renewable Energy Certificates (REC). If you purchase your solar system, you own any RECs created. If you enter a lease or PPA, ask your solar provider who will own the RECs, and check the contract fine print.

Solar system owners may sell the RECs they generate. System owners would need to qualify for the Western Renewable Energy Generation Information System (WREGIS), which issues and tracks RECs. Please visit the WREGIS FAQ at wecc.org/WREGIS/ for more information.



Combining Solar with Storage

When you install battery storage with your solar system, you can store excess solar electricity produced by your panels for use in the evening when the sun goes down. The software that comes with battery storage automatically determines whether to store the extra energy or export it to the grid to maximize cost savings. Battery storage can also provide limited back-up power.

The state-funded Self-Generation Incentive Program (SGIP) provides financial incentives to install storage. See cpuc.ca.gov/sgip for more details on SGIP.

STEP 6:

Carefully Read All Paperwork

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The Solar Energy System Disclosure Document

This document from the Contractors State License Board shows you the total costs for the proposed solar energy system as well as estimated electric bill savings using standardized inputs and assumptions. It also has information about your three-day right to cancel a contract. A solar provider is required to fill out this document. It may be placed as the cover page to the contract. See a blank version at cslb.ca.gov/consumers/solar_smart.

Contract

The solar contract is the legally binding document between you and the solar provider. Make sure to read it carefully.

Make sure everything you were promised is written in the contract. For example, many answers to the questions on pages 10 and 11 of this guide should be referenced in the contract.

By law, any contract for solar installation must include:

- Contractor information, including business address and license numbers
- Description of the project, including equipment installed and materials used
- Contract price, plus finance charge and/or down payment if applicable
- Approximate start and end date of the contract term
- Notice of a 3- or 5-day right to cancel the contract (with limited exceptions)

Ask the solar provider what situations would allow you to be released from the contract. For example, if your solar provider discovers on a site visit that your roof is shaded in a way that wasn't expected, that could cancel the contract.

Financial Paperwork

If you are purchasing a system with a solar loan, you will be asked to sign a separate financing agreement. The lender will provide you with this separate agreement.

If you are purchasing a system with PACE financing, you must sign: (1) a Financing Application and, (2) a Financing Agreement.

- Before you sign the Financing Application, read it carefully to make sure all the information is correct, including your contact information, your income, and the cost of the solar energy system.
- The separate financing agreement may be provided by the solar provider, the PACE program administrator, or a financing institution. If you are using PACE financing, it should include a PACE Financing Estimate and Disclosure form showing the solar system's total cost. A link to a blank version of this document is available at www.cslb.ca.gov/consumers/solar_smart.

Make sure everything you were promised is written into any financing agreement. For example, many answers to the questions on pages 13–15 of this guide should be referenced in the financing agreement.

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STEP 7: Review Additional Resources

If you still have questions about any aspect of going solar, find resources in the list below where you can read or watch additional information, or call someone to advise you.

Electricity Provider Solar Programs

Pacific Gas and Electric (PG&E)

- PG&E solar customer service: 877-743-4112
- PG&E clean energy: pge.com/en_us/residential/solar-and-vehicles/options/option-overview/how-to-get-started/how-to-get-started.page

Southern California Edison (SCE)

- SCE solar phone number: 866-600-6290
- ▶ SCE solar power at home: sce.com/residential/generating-your-own-power/solar-power

San Diego Gas & Electric (SDG&E)

- SDG&E solar phone number: 800-411-SDGE (7343)
- SDG&E get started with solar: sdge.com/residential/solar/getting-started-with-solar



If another electricity provider supplies you with electricity, call them or check their website for details on their solar programs.

Low-Income Solar Programs

- SASH and DAC-SASH program: 866-921-4696 and gridalternatives.org/qualify
- Community Solar Green Tariff program and DAC Green Tariff program: cpuc.ca.gov/solarindacs



If you are not a PG&E, SCE, or SDG&E customer, contact your electricity provider for low-income solar options.

Contractors State License Board (CSLB)

- CSLB 24-hour licensing and consumer information: 800-321-CSLB (2752)
- Check a contractor license or home improvement salesperson registration: cslb.ca.gov/online-services/check-license-ii/check-license.aspx
- CSLB solar smart: cslb.ca.gov/consumers/solar_smart
- PACE Financing Estimate and Disclosure form and CSLB Solar Energy System Disclosure document: cslb.ca.gov/consumers/solar_smart



Links with this icon have a resource available in video format.

Department of Financial Protection and Innovation (DFPI)

- PACE financing information: dfpi.ca.gov/pace
- Financial services: 213-576-7690; pacehelp@dfpi.ca.gov
- PACE program administrator license check: dfpi.ca.gov/pace-program-administrators
- Filing a complaint against a PACE provider: dfpi.ca.gov/file-a-complaint

Solar Bills and Net Energy Metering (NEM)

- PG&E how to read your solar bill: pge.com/en_us/residential/solar-and-vehicles/green-energy-incentives/solar-and-renewable-metering-and-billing/how-to-read-your-bill/how-to-read-your-bill.page
- ▶ SCE understanding your bill: sce.com/residential/generating-your-own-power/net-energy-metering/understanding-your-bill
- SDG&E understanding your NEM statement: sdge.com/residential/savings-center/solar-power-renewable-energy/net-energy-metering/billing-information/understanding-your-nem-statement
- CPUC NEM overview: cpuc.ca.gov/nem

Solar Financing Guides

- Clean Energy States Alliance (CESA) homeowner's guide to solar financing: cesa.org/resource-library/resource/a-homeowners-guide-to-solar-financing-leases-loans-and-ppas
- CESA una guía práctica de financiación solar para dueños de casa (en Español): cesa.org/resource-library/resource/una-guia-practica-de-financiacion-solar-para-duenos-de-casa
- ▶ CESA/George Washington University rooftop solar financing 101: cesa.org/projects/sustainable-solar/videos

Other Solar Guides

- Solar Energy Industries Association (SEIA) Residential Consumer Guide to Solar Power: www.seia.org/research-resources/residential-consumer-guide-solar-power
- Interstate Renewable Energy Council (IREC) Be Solar Smart Consumer Checklist: irecusa.org/consumer-protection/consumer-checklist
- ▶ CESA/George Washington University Choosing a Solar Installer: cesa.org/projects/sustainable-solar/videos



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STEP 8: “Before You Sign” Checklist

Make sure you have completed these items before you sign any documents!

Remember, take your time and don’t feel pressured to sign a contract. Do not sign anything if you feel you need more time to do research or think about your decision.

-
- ☐ Check to see if you qualify for a low-income solar program, which has strong protections for consumers. See page 6.
-
- ☐ Consider making your home more energy efficient before getting solar. This could save you money. See page 5.
-
- ☐ Get at least 3 bids for solar at your home. See page 9.
-
- ☐ Ask the solar provider for 3 customer references and call or visit them. See page 9.
-
- ☐ Check to make sure the solar provider’s license, and if applicable, the home improvement salesperson’s registration number, is current and valid with the Contractors State License Board. See page 4.
-
- ☐ Understand the solar purchasing process, including what happens after you sign a contract for solar. See page 8.
-
- ☐ Ask the solar provider the contract questions on page 4, 10, and 11 so you understand the terms of the solar contract.
-
- ☐ If you are financing your system, ask the lender, solar provider, or PACE program administrator the finance questions on page 13, 14 or 15, so you understand the terms of your financing arrangement.
-
- ☐ Read the critical information about electricity bill savings estimates on page 16, and review the standardized inputs and assumptions on the CSLB Solar Energy System Disclosure Document.
-
- ☐ Carefully read all the documents that the solar provider is asking you to sign. These usually include: 1) Solar Energy System Disclosure Document, 2) Contract, and 3) Financial Paperwork. See page 19.
-
- ☐ Save copies of all the documents you sign. The information will be useful if you sell your home, need to replace your roof, or have any repair or maintenance issues.
-

STEP 9: Sign This Guide

March 2022

9

Have you read at least the first 4 pages of this guide?

The first 4 pages of the California Solar Consumer Protection Guide contain important information on false claims to watch out for and your rights.

The CPUC recommends that solar providers* give out this guide during their first contact with potential customers, so customers may fully understand what a solar purchase involves. If a solar provider gave you this guide along with your contract, the CPUC recommends that you take at least 48 hours to read and understand this entire guide before you sign below.



Do not feel pressured to read the complete document while the salesperson waits.

Ask them to come back at a later date to allow you time to read it.

Customer

Please affirm each of statements below by checking the boxes. If a statement does not apply to you, write “N/A” in that statement’s box.

Y N/A

I have not yet entered into a contract for solar with the solar provider signing on page 24.

The solar provider provided me with a complete copy of the Solar Consumer Protection Guide before they collected my initials and signature below.

I read and initialed the first 4 pages of California’s Solar Consumer Protection Guide. The solar provider gave me the time to read the entire 24-page guide.

I was provided an option to sign the Solar Consumer Protection Guide electronically or in handwriting.

The solar provider gave me the opportunity to read this guide in Español, 中文, 한국어, Tiếng Việt, Tagalog, Armenian, Portuguese, or Dari if they spoke to me in one of those languages.

If I was solicited as part of a door-to-door sale, the solar provider offered me the option to sign the Solar Consumer Protection Guide with a handwritten signature by default. I was also given the option to sign with an electronic signature.

If I was solicited as part of a door-to-door sale and did not expressly request an electronic format, a complete copy of the Solar Consumer Protection Guide was provided in paper format.

If I choose to sign the Solar Consumer Protection Guide electronically, I am using an email address that was created and is controlled by me prior to the sale, lease, or power purchase agreement.

By signing, I affirm that I have read and understand the California Solar Consumer Protection Guide. I also affirm that information from my solar contract, interconnection application, CSLB Solar Disclosure Form, and/or financing agreement may be reviewed by state regulators to ensure compliance with California’s solar consumer protection laws.

Customer Printed Name

Date

Customer Signature

continued on page 24

STEP 9: Sign This Guide *continued from page 23*

Solar Provider

Please affirm each of statements below by checking the boxes.

- ☒ The customer initialed the first 4 pages of the guide.
- ☒ The customer signed above before entering into a contract for the purchase, lease, power purchase agreement, or PACE financing of a solar system or solar energy with the company named below.
- ☒ The sales presentation to this customer was principally conducted in this language: English

Energy Consultant _____ Company Representative Name/Title	_____ Date
_____ Company Representative Signature	_____ Company Phone
_____ Company Name	_____ Company Email
_____ Company CSLB License Number.	_____ Company CSLB License Classification

*A solar provider is defined in California Public Utilities Commissioner Decision (D.) 18-09-044 as a vendor, contractor, installer, or financing entity that enters into a contract for a power purchase agreement, lease, or purchased solar system. Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E) require solar providers to upload a signed copy of this page with a signature to their interconnection portals before interconnecting residential customers in single-family homes to the electric grid. This requirement does not apply to new home construction, multifamily buildings, or solar thermal systems.



California Public
Utilities Commission

SOLAR CONSUMER PROTECTION GUIDE ADDENDUM

Published September 2, 2025

Version 3 of the [Solar Consumer Protection Guide](#) contains information that has become outdated. This addendum updates the outdated sections of the guide to reflect information current as of September 2025.

- **Page 6** lists the SASH program for income-qualified single-family homes, but this program has been closed as of 2023.
- **Page 13** contains outdated information regarding the federal solar investment tax credit (ITC). The solar ITC, also known as the residential clean energy credit, is 30% for property placed in service by the end of 2025, per recent federal law that changed the date by which the property must be placed in service to qualify for the ITC.
- **Page 16** contains an outdated assumed escalation rate cap of 4 percent. Solar installers can use escalation rates up to 10 percent starting in November 2025.
- **Page 17** contains outdated information about the Net Energy Metering (NEM) program, which has been closed to new enrollment as of April 15, 2023. New solar systems are now enrolled in the Net Billing Tariff program. Please see information on the Solar Billing Plan, described below, instead of referring to page 17.

How Electricity Bill Savings Work Under the Solar Billing Plan

If you install solar, the majority of your electric bill savings will come from using the solar energy in your home, reducing the electricity you must buy from your provider. Additional bill savings will come from your provider's Solar Billing Plan, which provides financial credits on your bill when your solar system sends any extra electricity (unused in your home) to the electric grid. If you are the original PG&E, SCE, or SDG&E customer who installed solar on your roof, you will have access to the Solar Billing Plan for at least 9 years from the time your solar system starts operating.

Since the sun isn't always shining, most solar customers also rely on electricity from the electric grid. Pairing a battery with your solar system allows you to store excess solar energy from daytime hours for use in the evening. Your monthly electric bill will summarize how much electricity your home bought from and sent to the electric grid, and the resulting overall charge or credit to your account. You will pay any charges that remain after the application of your solar credits

continued on page 2

continued from page 1

(including any from previous months) monthly. If you have excess solar bill credits, they will roll over to the next month.

You will also see a “true-up” bill once a year. If you send more electricity to the grid than you buy in a year, your provider will subtract any bill credits you already received for that excess energy, and then provide compensation at a different rate for the excess energy.

Considering Energy Usage Under the Solar Billing Plan

When you’re shopping for solar, keep in mind that it is generally not in your financial interest to install a solar system that produces more energy than you will use over the course of a year. The monthly bill credits and annual true-up compensation may not make up for the cost of installing a bigger solar system than what your household will use. Consider getting a bid for a smaller system than you need to see how the price and projected bill savings change.

As a Solar Billing Plan customer, you will go on a time-of-use rate plan with high prices for the energy you buy from the electric grid during “peak” evening hours. If you are installing a battery, consider asking your installer to set your system to store excess energy during “off-peak” hours, and to send energy back to the grid during “peak” hours. Keep in mind the electricity rates in each plan, and which plans are allowed for use with the Solar Billing Plan, are subject to change; ask your utility for details.

You can also increase your savings by reducing energy usage during peak hours and shifting it to off-peak hours. Finally, you may be able to reduce your total energy costs by replacing gas appliances such as cars, furnaces, water heaters, stoves, and clothes dryers with electric ones that can be powered by solar. When designing your solar system, keep in mind these replacements will cause an increase in electricity use.

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system (including seller financing and energy / power cost if applicable) is:

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: “complaint form”), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor’s place of business, you have a Three Day Right to Cancel the contract (or a Five Day Right to Cancel the contract if you are 65 years of age or older) pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract.

Three Day Right to Cancel (Five Days if you are 65 Years of Age or Older)

You, the buyer, have the right to cancel this contract within three (3) business days. (If you are 65 years of age or older, you have the right to cancel this contract within five (5) business days.) You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor’s place of business by midnight of the third business day (or by midnight of the fifth business day if you are 65 years of age or older) after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

SOLAR ENERGY SYSTEM SUPPORTING INFORMATION

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169, subdivision (c).

1. IMPORTANT INFORMATION FOR CONSUMER

Except for a limited down payment, it is against the law for a contractor to collect payment for work not yet completed, or for materials not yet delivered.

This is true whether the payment comes from you or your financing company/lender.

If there is a down payment, it cannot exceed the lesser of \$1,000 or 10 percent of the contract price.

If you are asked to make payment(s) before the project is completed, please be aware it is against the law for a contractor to collect payment for work not yet completed, or for materials not yet delivered.

Be careful about payments for “plans” or “permits” before the work starts. Call or go to your local permitting office’s website to confirm permit costs before paying them.

If you are asked to make payments and are not provided with a payment schedule or believe the contractor requested or accepted payment that exceeds the value of the work performed or material delivered, file a complaint with CSLB.

Unscrupulous salespeople may offer false incentives, rebates, or other offers to pressure you into signing a solar contract. Do your own research to make sure incentives, rebates, or other offers by a contractor are legitimate.

You have three days to review or cancel any agreement before you commit to it, or five days if you are over 65 unless this sale was negotiated at a contractor’s place of business. Review the following pages carefully.

2. INSTALLATION INFORMATION

Will subcontractors be used to perform this work? ☒ Yes ☐ No

If yes, the Contractor will provide me the name, license information, and contact information for all subcontractors before installation begins.

Information about warranty coverage is in the contract on page: Section 7

Make sure the system is permitted and inspected. Systems not installed to code can cause problems. Solar systems also may need maintenance; mechanical, electrical, software, and internet problems can occur.

Information about the service and maintenance of the system is in the contract on page: Section 7

3. INFORMATION ABOUT THE AGREEMENT

PPAs/Leases:

Is this a power purchase agreement (PPA)/Lease? ☒ Yes ☐ No.

Customer will not own system. For PPAs, customer will pay for the power the system uses. For leases, customers will pay to use the system)

Name of financing company: EnFin Corp. _____

Term of PPA/Lease: 25 years 0 months

Can the customer transfer the system to a new homeowner if they want to sell their house? ☒ Yes ☐ No. This may require the customer to pay off the agreement in full. See page(s) Section 13 of the contract for more information.

Financing:

Is this a purchase? (Customer will own system) ☐ Yes ☒ No.

Is the contractor facilitating a solar loan for the customer? ☐ Yes ☒ No.

If PACE financing is used, the customer will receive a separate disclosure document.

Name of financing company: _____

Term of loan: _____ years _____ months

Complete One:**1. CASH/LOAN:**

Total cost for the solar energy system or purchase, including installation fees, document preparation fees, service fees or other fees before subtracting possible rebates or tax credits.

NOTE: You may or may not be eligible for federal tax credits or state/federal incentives. See www.cpuc.ca.gov/solarguide or consult your tax or legal professional for further information.

\$ _____

Monthly payment (loans only):

\$ _____

Interest rate (loans only):

_____ %

2. LEASE:

Total Cost

Monthly payment:

Escalator*:

per year

3. PPA:

Energy rate for power purchase agreement:

_____ \$/kWh

Escalator*:

_____ % per year

Upfront payment, if applicable

\$ _____

Monthly payments, if applicable

\$ _____

Go to www.cpuc.ca.gov/solarguide for more information on each of these fees.

* An escalator is a price increase over time. Ask your provider to explain how much your bills are expected to increase every year due to an escalator, and why they are including an escalator.

4. ENERGY SAVINGS

When designing your solar or solar + storage system, companies will give you an estimate of how much you will save on your electricity bill. This section shows this estimated bill savings. The estimate can be used as a guide, but is not a guarantee of future savings, which will depend on many factors. Go to www.cpuc.ca.gov/solarguide to learn more about protecting yourself from misleading claims and other useful things to know before you sign a contract.

Inputs and Assumptions*

My Annual Electricity Usage (*past 12 months***)

kWh

Estimated Annual Solar Electricity Generation (estimation of *what my system will generate*) ***

kWh

Battery Capacity

kWh

Battery Minimum State of Charge

0%

	<i>Before</i>	<i>After</i>
Before: Electricity provider's rate schedule you are on now		
After: Electricity provider's eligible rate schedule after installation		

***If 12 months of data not available, explain why and how usage was determined here:*

Your contractor must provide one of the two required estimates that follow, based on whether your planned system will have a battery or not.

1. Estimated Bill Savings for Systems with Solar and Battery Storage:

Required Estimate: Battery optimized for maximizing bill savings (battery is programmed to optimize bill savings by serving onsite load or exporting to the grid based on price signals)

<u>Required Calculation</u>	Total Estimated Savings in First Year \$
-----------------------------	---

Optional Estimate: Battery programmed to prioritize self-consumption (battery prioritizes offsetting electricity use over discharging to the grid)

<u>Optional Calculation</u>	Total Estimated Savings in First Year \$
-----------------------------	---

Optional Estimate: Battery programmed for home back-up (prioritize keeping battery charged in case of outages)

<u>Optional Calculation</u>	Total Estimated Savings in First Year \$
-----------------------------	---

Name of Calculator Used:

--

2. Estimated Bill Savings for Systems with Solar Only (no battery):

<u>Required calculation***</u>	Total Estimated Savings in First Year \$
--------------------------------	---

Name of Calculator Used:

--

*Explanation and criteria for the standardized inputs and assumptions are available here:

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M344/K976/344976563.PDF>. Beginning in late 2025 and 2026, rates charged to all customers (meaning customers without rooftop solar and with rooftop solar) will include a base services charge to fairly recover costs from all customers for electric grid infrastructure and other shared costs. Please see https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/demand-response/demand-flexibility-air/ab205_factsheet_050824.pdf for more information. Calculations are to be made with an assumption of no rate escalation. Go to www.cpuc.ca.gov/solarguide for the current average annual escalation rate of electricity costs.

***Estimates of the solar-only portion of installations must use calculations based on PVWatts (available at <https://pvwatts.nrel.gov/>) to calculate annual solar electricity generation, pursuant to Resolution E-5364.

Non-sensitive information contained in this document may be disclosed publicly for industry transparency and evaluation purposes. No personally identifiable data will be published and any information disclosed will be done in accordance with applicable privacy law and policies.



FEDERAL CONSUMER LEASING ACT DISCLOSURE

DATE:

LESSEE(S):

LESSOR(S): EnFin Corp.

Description of Leased Property (the “System”)*

The "System" consists of the following PV Panel(s), Inverter(s), and if applicable, Battery(ies):

PV Panel(s):

of panels:

Manufacturer:

Model:

Output: The System contains an appropriate number of PV panels and inverters to provide approximately [] kWh the first year in service.

Inverter(s):

of inverters:

Manufacturer:

Model:

Battery (if applicable): EnFin-approved manufacturer

of batteries:

Manufacturer:

Model:

Size: approximately [] kWh

**EnFin and its partner installers may substitute equipment depending on availability at the time of installation, and may change the list of approved manufacturers from time to time. Should a substitution of equipment materially change the energy production estimate, or increase the cost of the monthly payment, then the parties shall enter into a change order, or either party may exercise the options to terminate this agreement.*

Amount Due at Lease Signing or Delivery	Monthly Payment	Other Charges (not part of your one-time payment)	Total of Payments (The amount you will have paid by the end of the Lease)
\$0.00	Your first monthly payment of is due 30 days post In Service Date, followed by 299 payments that are subject to a escalator. The total of your monthly payments is	\$0.00	

Purchase Option at End of Lease Term. You have the option to purchase the System at the end of the Initial Term of the lease for the lesser of (A) the Purchase Calculation ("Calculation") outlined in Section 10 of this Agreement or (B) the Fair Market Value ("FMV") of the System.

Purchase Option Prior to the End of the Lease Term. You have an option to purchase the System prior to the end of the term upon the sale of the home, as long as that sale is after the five (5) year anniversary of the Commercial Operation Date, or in the event EnFin ceases its operations and fails to provide for a substitute provider for the FMV of the System. If you purchase the System before the five (5) year anniversary of the Commercial Operation Date, the FMV will include the recapture of any federal tax credits.

EnFin will determine the System's FMV by hiring a third-party independent appraiser to estimate the value of a comparable in-service photovoltaic system in your state and utility service area. This valuation will consider the System's age, location, size, and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable incentives.

You have the right to obtain, at your own expense, a professional appraisal by an independent third party (agreed to by EnFin).

Other Important Terms. See the Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Maintenance Responsibilities. EnFin as lessor is responsible for maintaining and servicing the System. During the entire Agreement Term, EnFin will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim according to the Limited Warranty in the Lease Agreement.

Early Termination. You may not terminate the Lease early. If you terminate the Agreement prior to the expiration of the Lease Term, you will be responsible for any costs or fees EnFin incurs in removing the System.

Taxes and Fees. The Customer shall pay for any taxes associated with the System, including, but not limited to, sales and personal property taxes. EnFin shall be responsible for any fees associated with the System.

Insurance. EnFin will pay to insure the System in a manner and amount sufficient to cover the cost of the System and its associated equipment.

Warranties. EnFin offers a limited warranty, including: (1) a System Warranty, providing that the System will be free from defects throughout the Term of the Lease, (2) a Roof Warranty, providing that roof penetrations made by EnFin will be weather tight for 10 years from the Commercial Operation Date, and (3) a Repair Promise, providing that EnFin will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim throughout the Term of the Lease.

EnFin also estimates that, during the Initial Term, the System will generate at least 90% of the expected annual production after a 0.55 percent annual degradation factor has been applied.

Penalties and Charges for Delinquency. Late Payments: equal to 1.5% per month on all past-due amounts or the maximum allowable percentage by applicable law.

Security Interest. EnFin will file a UCC-1 fixture filing on the System.

**SOLAR LEASE AGREEMENT
(HOME IMPROVEMENT)**

Homeowner's Name & Service Address	Co-Owner Name (If Any) Email, Phone	Installation Location

Provider/Maintenance Support's Contact Information

*The Notice of Cancellation may be sent to EnFin at the address and email address immediately below.

EnFin Corp.
300 Spectrum Center Drive
Suite 500
Irvine, CA 92618
Toll-Free Phone number: (833)586-3677
Email: info@enfin.com
Internet Address: www.Enfin.com

Contractor and Salesperson Contact Information

Contractor/Solar Installer	Salesperson
Name: Address: Phone Number: Email: California license number:	First Name: Last Name: HIS Number (If Applicable): Signature:

Date(s) Contract Signed by Homeowner(s):

Here are the key terms of your EnFin Solar Lease Agreement:**Description of the Project and
Description of the Significant
Materials to be Used and
Equipment to be Installed****PV Panel(s):**

of panels:

Manufacturer:

Model:

Output: The System contains an appropriate number of PV panels and inverters to provide [] kWh the first year in service.

Inverter(s):

of inverters:

Manufacturer:

Model:

Battery [include if applicable]:

of batteries:

Manufacturer:

Model:

Size: approximately [] kWh

Electricity rate per kWh**Monthly Payment – Year 1 (this
includes an ACH discount if**

you are signed up for ACH payments)	
Annual Escalator	
Number of Payments	300
Contract Price	
Initial Term of Agreement	25 years
Warranties	The System is expected to perform as detailed below in <u>Section 7</u> of the Terms and Conditions, which also contains information about all applicable warranties and the transfer of warranties to a subsequent purchaser of your Home.
Installation Schedule	Approximate Start Date: Work will commence within three (3) days of all permits being issued, all approvals being received, satisfaction of all requirements in this Agreement, and all materials being delivered to the site. Substantial commencement of work occurs when your designated Contractor arrives at your Home to install the System (such date, the "<u>Installation Commencement Date</u>"). Approximate Completion Date: We approximate the completion date to occur within ninety (90) days of substantial commencement of work. <i>The above dates are our best estimates and that they may be impacted by factors outside of our control such as a Force Majeure Event (as defined below).</i>
Maintenance Responsibilities	EnFin will designate a Contractor to perform, or to contract to be performed, all required System maintenance pursuant to the Limited Warranty described herein.
Performance Guarantee	See Exhibit B.

Options upon a transfer of the Home:	Options at the end of the 25 year term:
If you move, you may: Transfer this Agreement to the purchaser of your Home, as specified in the Agreement Purchase the System, as specified in the Agreement. (This option not available before the 5th anniversary of the System being turned on). Prepay this Lease Agreement and Transfer only the Use of the System, as specified in the Agreement.	- EnFin will designate a contractor to remove the System at no cost to you. - You can upgrade to a new System with the latest solar technology under a new contract. - You may purchase the System from EnFin, as specified in the Agreement. - Unless you choose not to renew, this Agreement will renew on an automatic basis as described in this Agreement.

EnFin 's Promises to You

- We will designate a Contractor to maintain and repair the System (including the inverter) at no additional cost to you, as specified in the agreement. We will also insure the System for the duration of this Agreement.
- We will designate a Contractor to provide system monitoring at no additional cost to you, as specified in the Agreement, for the duration of this Agreement
- We, along with a Contractor that we designate, will offer a workmanship warranty as specified in the Agreement for the duration of this Agreement.

California Disclosures	
COMMERCIAL GENERAL LIABILITY INSURANCE:	EnFin Corp. carries commercial general liability insurance written by Colony Insurance Co. and State Compensation Insurance Fund. You may call Colony Insurance Co. at (682) 276 6031 or the State Compensation Insurance Fund (888) 782-8338 to check the contractor's insurance coverage.
WORKERS COMPENSATION INSURANCE:	This Contractor carries workers' compensation insurance for all employees.
CA REQUIRED LIEN DISCLOSURE	Upon your request and satisfactory payment of any portion of the work performed, we will, before any further payment is made by you, furnish to you a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment has been made.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:	Extra Work and Change Orders become part of the contract once the Change Order is prepared in writing and signed by the parties prior to the commencement of work covered by the new Change Order. The Change Order must describe (1) the scope of the Extra Work or change, (2) the cost to be added or subtracted from the contract, and (3) the effect the order will have on any payments outstanding or the completion date of the work provided under this Agreement. If the Change Order does not include these three items, the Change Order is not enforceable against you. In the event that a Change Order is necessary, you will have the right to cancel this Agreement in its entirety, without fees, within 7 business days of signing the Change Order. Our failure to comply with the requirements outlined above in this row does not preclude our recovery of compensation for work performed based upon legal or equitable remedies that are designed to prevent unjust enrichment.
LIST OF DOCUMENTS TO BE INCORPORATED INTO THE CONTRACT:	The following documents are to be incorporated into the contract: <u>Exhibit A</u> – Notice of Cancellation; <u>Exhibit B</u> – Performance Guarantee; <u>Exhibit C</u> – EnFin’s Privacy Policy; and <u>Exhibit D</u> – EnFin Grid Service (Virtual Power Plant) Program (California): Customer Participation Agreement
LICENSEE STATEMENT:	Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.
IS A SUBCONTRACTOR USED ON THIS PROJECT?	☒ Yes ☐ No If checked “Yes”: One or more subcontractors will be used on this project, and the contractor is aware that a list of subcontractors is required to be provided, upon request, along with the names, contact information, license number, and classification of those subcontractors.

TERMS AND CONDITIONS

Version Number 2.2

Section 1. INTRODUCTION; PARTIES.

This Solar Lease Agreement (this “**Agreement**” or “**Lease**”) is the agreement between you and EnFin Corp. (together with its successors and assigns, (“**EnFin**,” “**EnFin Corp**,” “**we**” or “**us**”), covering the lease to you of

the solar panel system (the “**System**”) we will install at the address you listed above (the “**Property**” or your “**Home**”). EnFin agrees to lease to you, and you agree to lease from EnFin, the System. If there is more than one owner of your Home (“**Homeowner**”), Homeowner who signs this Contract certifies that he or she has the full authority to enter into this Lease and grant EnFin its rights provided hereunder, on behalf of all Homeowners. The Homeowners, and any others who sign this Contract shall be jointly and severally liable under this Contract, and appoint each other to act on all Homeowners’ behalf in all future matters associated with this Contract. EnFin will designate a Contractor to design and install the System and that designated Contractor (“**Contractor**”) will perform all required design work and installation. EnFin will also be responsible for the maintenance, service, or repairs on the System, through contractors that it designates.

Section 2. TERM

EnFin agrees to lease you the System for twenty-five (25) years from the Commercial Operation Date. We refer to this period of time as the “**Initial Term**.” The Initial Term begins on the Commercial Operation Date. The “**Commercial Operation Date**” is the date that the System is turned on and generating power. EnFin will notify you by email, text or mail when your System is ready to be turned on.

Automatic Renewal Term. If you do not choose to cancel this Agreement or to exercise your purchase option as described in Section 10 by the end of the Initial Term, this Agreement will automatically renew for an additional 5 year term (each, an “**Additional Term**,” and all Additional Terms and the Initial Term together, the “**Term**”) provided that EnFin Corp will make commercially reasonable efforts to give you written notice (“**Renewal Notice**”) of this automatic renewal between fifteen (15) days and forty-five (45) days before the end of the Initial Term or applicable Additional Term. You may cancel the Additional Term by calling our toll-free number identified in this Agreement or providing us with written notice via e-mail at least ten (10) days before the expiration of any Term. This Agreement will renew for a maximum of two (2) additional Terms. At the end of the second renewal Term, You will be able to purchase the System or request that it be removed in accordance with Section 18 of this Agreement.

The Renewal Notice will set forth the new monthly payments you will owe for the Additional Term, provide the renewal terms, cancellation policy, and information on how to terminate the Agreement. The Additional Term Monthly Payment amount due will include a fixed charge of one hundred dollars (\$100) for each battery installed as part of your System. Invoices for Additional Term Monthly Payments will be mailed or emailed no later than ten (10) days after the close of the billing cycle and will be due no later than thirty (30) days after the date of the invoice.

Homeowner(s)
Initials: _____

BY INITIALING, YOU UNDERSTAND AND AGREE THAT SHOULD YOU CHOOSE NOT TO EXERCISE ANY OF YOUR OPTIONS AT THE END OF THE INITIAL TERM, THAT THIS AGREEMENT RENEWS ON AN AUTOMATIC BASIS.

Section 3. STANDARDS

The standards for our performance and those of the Contractor will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "**Prudent Electrical Practices**" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

Section 4. PAYMENT.

- (a) **Monthly Payment.** The summary table at the beginning of this Agreement details, among other things, (i) the estimated price you will pay each month of the Term (each, a "**Monthly Payment**"), including your first Monthly Payment; (ii) the annual price escalator (if any); and (iii) the estimated amount you will pay over the Term. Your billing cycles run on a monthly basis. Your first billing cycle will begin on the date EnFin confirms the Solar System is placed in service by your Utility (the "**In-Service Date**"). Subsequent billing cycles will be on a recurring basis every thirty (30) days after the In-Service Date.
- (b) **Invoices.** Invoices for Monthly Payments will be mailed or emailed no later than ten (10) days after the close of a billing cycle. Such monthly invoices will state, during the Initial Term, the items described above in Section 4(a). All amounts due under this Lease are due and payable no later than thirty (30) days after the date of the invoice. Late charges will accrue as described below in Section 5(a). EnFin reserves the right to modify the billing process, invoicing methods, and payment due dates, from time to time to ensure efficiency or compliance with applicable law. Any such modifications will be communicated to you either by mail or email, at least thirty (30) days prior to their effective date. Your continued use of the Solar System after the effective date of the modification will constitute your acceptance of the revised billing process.

Section 5. OBLIGATIONS

- (a) **System, Home and Property Maintenance**

You agree to:

- (i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
- (ii) keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when EnFin installed it;
- (iii) be responsible for any conditions at your Home that affect the installation (e.g., blocking access to the roof, or removing a tree that is in the way, prior work you have done on your Home that was not permitted);

- (iv) not remove any markings or identification tags on the System;
- (v) As set forth in Section 5(g), permit EnFin, its designees (including the Contractor), or its financing parties, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;
- (vi) use the System primarily for personal, family or household purposes, but not to heat a swimming pool;
- (vii) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
- (viii) notify EnFin if you think the System is damaged or appears unsafe; if any part of the System is stolen; and prior to changing your power supplier;
- (ix) have someone who has an ownership interest and requisite authority in your Home sign this Agreement;
- (x) return any documents we send you for signature (like incentive claim forms) within seven (7) days of receiving them; and
- (xi) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) OR wireless internet that is sufficient for our needs. See Section 7 for details.
- (xii) carry insurance covering damage to the Home, including damage resulting from the Solar System and not due to the gross negligence of EnFin. It is your responsibility to determine whether the installation of the System will impact your existing coverage and whether additional insurance will be required. Placing a distributed energy generation system on your roof may impact your future insurance premiums. You are responsible for contacting your insurance carrier, prior to entering into a purchase or lease agreement, to confirm whether your current policy or coverage will need to be modified upon installing the distributed energy generation system onto your dwelling.

(b) ***System Construction, Repair, Insurance and EnFin's obligations:***

EnFin agrees to:

- (i) designate a Contractor to schedule the installation of the System at a mutually convenient date and time;
- (ii) designate a Contractor to install the System according to written plans you review;
- (iii) designate a Contractor to provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;

- (iv) notify you if the System design has to be materially changed so that you can review any such changes before the System is installed;
 - (v) require the Contractor to clean up during the construction of the System;
 - (vi) insure the System against all damage or loss unless (A) that damage or loss is caused by your gross negligence; or (B) you intentionally damage the System; Upon damage or destruction to the System, you will not be entitled to receive or retain any insurance proceeds. In cases where we bear the risk of loss, our sole obligation to you will be to repair or replace the System to the extent required by the Warranty;
 - (vii) insure our actions, and those of any Contractor that we designate, covering damages to your property caused by faulty installation, System malfunction or manufacturing defects;
 - (viii) designate a Contractor to repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs; and
 - (ix) not put a lien on your Home or Property. We are required by California law to record a "Notice of an Independent Solar Energy Producer Contract." This notice indicates to others (including lenders, title companies, and other third parties) that EnFin Corp owns the System, and that your Home is receiving power from it. This notice does not constitute a title defect, lien or encumbrance against your Home. Upon termination of this Agreement, we will record an instrument to terminate this notice.
- (c) **Home Renovations or Repairs.** If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may not have the System removed yourself but must work with EnFin to have the System removed, stored, and reinstalled at your cost.
- (d) **Automatic Payment, Late Charges.** In addition to the other amounts you agree to pay in this Agreement, you agree to pay the following:
- (i) Returned Check Fee: \$25 (or such lower amount as required by law) for any check or withdrawal right that is returned or refused by your bank; and
 - (ii) Late Payments: equal to 1.5% per month on all past-due amounts or the maximum allowable percentage by applicable law.
 - (iii) ACH Discount: You will receive a discount of ten dollars (\$10) on each Monthly Payment if you make automatic payments through ACH. If at any time you unenroll from automatic payments through ACH, this discount will no longer apply, and your Monthly Payment will increase by \$10. Your monthly payment at the top of this Agreement already reflects such a discount if you are enrolled in ACH. If you are not enrolled in ACH, you can qualify for the discount by enrolling in ACH.

- (e) **Taxes.** If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Lease (other than with respect to federal and state taxes on EnFin's income from the System), you agree to pay the applicable taxes. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. If any such taxes are paid by EnFin Corp, you agree to pay or reimburse EnFin Corp for all such taxes, except to the extent that you are prohibited from doing so by applicable law. If you exercise your option to purchase the System as described in this Lease, you agree to pay any applicable tax on the purchase price for the System.
- (f) **No Alterations.** You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without EnFin's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be EnFin's property.
- (g) **Access to the System.**
- (i) You grant to EnFin, its financing parties, and its employees, agents and contractors (including the Contractor) the right to reasonably access all of the Property as necessary for the purposes of (A) installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (B) enforcing EnFin's or financing parties rights as to this Lease and the System; (C) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility's electric distribution system; or (D) taking any other action reasonably necessary in connection with installing, constructing, operating, maintaining, owning, repairing, removing and replacing the System. This access right shall continue for up to ninety (90) days after this Agreement expires to provide EnFin with time to remove the System at the end of the Agreement. EnFin shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.
 - (ii) During the time that EnFin or its designees have access rights you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture but is instead EnFin's property and that **EnFin has the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the System.** Neither this Lease nor any UCC-1 financing statement we may file in connection with this Lease constitutes or imposes a consensual lien on your Home or Property.
- (h) **Indemnity.** To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless EnFin, its employees, officers, directors, agents, financing partners, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful

misconduct; provided, that nothing herein shall require you to indemnify EnFin for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

- (i) **Payments.** SUBJECT TO SECTION 4 ABOVE AND THE LIMITED WARRANTY, YOU AGREE THAT THE OBLIGATION TO PAY ALL PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS LEASE SHALL BE, ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE, AND CONTINUE TO BE, PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS LEASE (OTHER THAN THOSE SET OUT IN SECTION 29), TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.
- (j) **System Monitoring.** You will have regular access to the System's production via your online account.

Section 6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM; AMENDMENTS AND CHANGE ORDERS.

- (a) EnFin's obligation to designate a Contractor to install the System and lease the System to you is conditioned on the following items having been completed to its reasonable satisfaction:
 - (i) completion of (1) the engineering site audit (a thorough physical inspection of the Property, including, if applicable, geotechnical work), (2) the final System design, and (3) real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;
 - (ii) approval of this Agreement by EnFin's financing parties (where applicable);
 - (iii) confirmation of rebate, tax credit and renewable energy credit payment availability in the amount used to calculate the Monthly Payment amount set forth in this Agreement;
 - (iv) confirmation that EnFin will obtain all applicable benefits referred to in Section 9;
 - (v) receipt of all necessary zoning, land use and building permits; and
 - (vi) completion of any renovations, improvements or changes reasonably required at your Home or on the Property which have been agreed upon in writing (e.g., removal of a tree or necessary roof repairs to enable the Contractor to safely install the System).

EnFin may terminate this Agreement without liability if, in its reasonable judgment, any of the above listed conditions (i) through (vi) will not be satisfied for reasons beyond its reasonable control. Once EnFin starts installation, however, it may not terminate this Agreement for your failure to satisfy conditions (i) through (vi) above.

- (b) **Change Orders.** Any modifications to the System or the scope of work (collectively, "Extra Work") shall be performed only after a written change order describing the modifications ("Change Order") is prepared in writing and signed by both Parties. No such modifications shall be performed, and no

variations from the Work shall be undertaken, absent a fully-executed Change Order. The Change Order must describe the scope of the Extra Work, the cost to be added or subtracted from the contract, and the effect the order will have on any payments outstanding or the completion date of the work provided under this Agreement. In the event that a Change Order is necessary, you will have the right to cancel this Agreement in its entirety, without fees, within 7 business days of signing the Change Order. Our failure to comply with the requirements outlined in this Section 6(b) does not preclude our recovery of compensation for work performed based upon legal or equitable remedies that are designed to prevent unjust enrichment

- (c) **Amendments and Change Orders.** You authorize EnFin to make corrections to the utility paperwork to conform to this Lease or any amendments to this Lease we both sign. No amendment or change order to this Lease will be effective unless it is signed by both you and EnFin and incorporated into this Lease.

Section 7. LIMITED WARRANTY

- (a) EnFin offers the following Limited Warranty that will be fulfilled by a Contractor that we designate:
- (i) During the entire Term (*i.e.*, both the Initial Term and any Additional Terms), under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the "**System Warranty**");
 - (ii) We warrant that roof penetrations made by any Contractor that we designate will be weather tight for a period of ten (10) years from the Commercial Operation Date (the "**Roof Warranty Period**"). The roof penetrations may void your roof warranty for portions of the roof — please check your roof warranty for specific warranty terms. You should consider the age and remaining life of your roof prior to installing a distributed energy generation system. Replacement of your roof may require reinstallation of the distributed energy generation system.
 - (iii) During the entire Agreement Term, EnFin will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid claim to us under this Limited Warranty ("**Repair Promise**"). If any Contractor that we designate damages your Home, your belongings or your Property we will ensure that the damage is repaired or pay you for the damage cause. EnFin may use new or reconditioned parts when making repairs or replacements. EnFin may also, at no additional cost to you, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at our discretion.

(b) **Warranty Length**

- (i) The warranties in Sections 7(a)(i) and 7(a)(iii) above will start when the System is installed at your Home and continue through the entire Agreement Term. Thus, for as long as you lease the System from EnFin, you will have a System Warranty and our Repair Promise.
- (ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 7(a)(ii) above.
- (iii) If you have assumed an existing Lease, then this Limited Warranty will cover you for the remaining balance of the existing Lease Term.
- (iv) If you purchase the System at any point throughout the Term, all manufacturers' warranties will remain in place but all existing EnFin warranties, including but not limited to workmanship warranties, will be voided.

(c) **Performance Warranties and Guarantee**

- (i) EnFin Corp provides you with a Performance Guarantee on the System during the Initial Term. The Performance Guarantee is dependent on the size and design of your System and any change in System size, design, or this Agreement will nullify all former Performance Guarantees and will result in a new Performance Guarantee being delivered to you.
- (ii) EnFin guarantees that during the Agreement Term the System will operate within manufacturer's specifications and if it does not that EnFin will designate a Contractor to repair or replace any defective part and restore System performance.
- (iii) During the Agreement Term, we will provide you at no additional cost our Monitoring Service ("**Monitoring Software**"). Monitoring Software is a proprietary monitoring system designed and installed by EnFin or its designated Contractor that captures and displays historical power generation data over an Internet connection and consists of hardware located on site and software hosted by EnFin or its designated Contractor. If the System is not operating within normal ranges, Monitoring Software will alert us and we will remedy any material issues.

(d) **Manufacturer Warranties**

Any manufacturer's warranty is in addition to, not in lieu of, the Limited Warranty described in this section. The System's solar panels carry a minimum manufacturer's warranty that: (1) during the first ten (10) years of use, the modules' electrical output will not degrade by more than ten percent (10%) from the originally rated output; and (2) during the first twenty-five (25) years of use, the modules' electrical output will not degrade by more than twenty percent (20%) from the originally rated output. The inverters that convert the solar energy produced by the panels from variable direct current (DC) into a utility frequency alternating current (AC) carry a minimum ten (10) year equipment warranty.

(e) **Maintenance and Operation**

- (i) When the System is installed, EnFin or its designated Contractor will provide you with a link to its System Guide. This Guide provides you with System operation instructions, answers to frequently asked questions, troubleshooting tips and service information. EnFin will designate a Contractor to perform all required System maintenance.
- (ii) The Monitoring Software service requires a high speed Internet line to operate. Therefore, during the Agreement Term, you agree to maintain the communication link between Monitoring Software and the System and between Monitoring Software and the Internet. You agree to maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within eighty (80) feet of the System's AC/DC inverter(s) or with wireless internet that is sufficient for our needs. This communication link must be a 10/100 Mbps Ethernet connection or its wireless equivalent that supports common Internet protocols (TCP/IP and DHCP). If you do not have and maintain a working high speed Internet line we will not be able to monitor the System.

(f) **Making a Claim; Transferring this Warranty**

- (i) You can make a claim by:
 - A. emailing us at the email address at the top of this Agreement; or
 - B. writing us a letter and sending it overnight mail with a well-known service;
- (ii) EnFin will accept and honor any valid and properly submitted Warranty claim made during any Term by any person to whom you properly transfer the Lease.
- (iii) EnFin may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of our obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

(g) **Exclusions and Disclaimer**

The limited warranties and guarantees provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:

- (i) someone other than EnFin or its approved service providers installed, removed, re-installed or repaired the System;
- (ii) normal wear and tear or cosmetic or aesthetic repairs that do not involve safety or performance of the System;

- (iii) you or a third party's misuse, abuse or alteration of the System; your failure to provide us access, at your expense, to a continuous high speed internet connection, during the Limited Warranty. This internet connection will have certain required minimum characteristics as determined by us;
- (iv) destruction or damage to the System or its ability to safely produce power not caused by EnFin or its approved service providers while servicing the System (e.g., if a tree falls on the System we will replace the System per the Agreement, but we will not repay you for power it did not produce);
- (v) your failure to perform, or breach of, your obligations under the Agreement (e.g., you modify or alter the System);
- (vi) any damage caused by golf balls (in the case that the System is damaged by golf balls, You will be responsible for all costs associated with the repair or servicing of the System and you will not be allowed to let anyone other than EnFin or its designated Contractor repair or service the System. Additionally, EnFin will not be responsible for any lost power production due to damage from golf balls);

By placing my initials below, I acknowledge that I am solely responsible for any damage to the system caused by golf balls.

Homeowner(s) Initials:

- (vii) any Force Majeure Event;
- (viii) shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- (ix) any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or you have required us to locate the inverter in a non-shaded area);
- (x) a power or voltage surge caused by someone other than EnFin or its approved service providers, including a grid supply voltage outside of the standard range specified by your utility;
- (xi) theft of the System (e.g., if the System is stolen we will replace the System per the Agreement, but we will not repay you for the power it did not produce);
- (xii) you remodel your Home in a manner that results in shading the System; and
- (xiii) your breach of this Limited Warranty, including your being unavailable to provide access or assistance to us in diagnosing or repairing a problem.

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.

THE LIMITED WARRANTIES DESCRIBED IN SECTIONS 7(a) and (c) ABOVE ARE THE ONLY EXPRESS WARRANTIES MADE BY EnFin WITH RESPECT TO THE SYSTEM. EnFin HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE LIMITED WARRANTY DESCRIBED IN THIS SECTION 7, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

(h) ***System Repair; Removal During the Term***

- (i) You agree that if (i) the System needs any repairs that are not the responsibility of EnFin under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Home, you will have EnFin or its designee perform such repairs, removal and reinstallation.
- (ii) EnFin will designate a Contractor to remove and replace the System from your roof while roof repairs are being made at a reasonable market cost for your area. You will need to provide storage space for the System during such time.

(i) ***Limit of Liability***

- (i) YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 7(c) UNDER THE LIMITED WARRANTY, AND IN NO EVENT SHALL EnFin OR ITS AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (ii) ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- (iii) Notwithstanding any other provision of this Limited Warranty to the contrary, EnFin's total liability arising out of relating to this Limited Warranty shall in no event: (A) For System Replacement: exceed the greater of (a) the Monthly Payment and (b) the original cost of the System; and (B) For damages to your Home, Belongings and Property: exceed two million dollars (\$2,000,000).

Section 8. ASSIGNMENT

EnFin may assign this Lease to one of its financing partners. You agree that EnFin may assign, sell, or transfer the System and this Lease, or any part of this Lease or the exhibits, without your consent. This assignment does not change EnFin's obligation to designate a Contractor to maintain and repair your System as set forth in the Limited Warranty. Any assignment of EnFin's rights and/or obligation under this Agreement shall not result in any change to your rights and obligations under this Agreement.

EnFin may also assign its rights or obligations under the Limited Warranty to a third party without your consent, provided that any assignment of EnFin's obligations under the Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. The Limited Warranty protects only the person who hosts the System. Your rights and obligations under the Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. The Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

Section 9. OWNERSHIP OF THE SYSTEM; TAX CREDITS AND REBATES.

You agree that the System is EnFin's personal property under the Uniform Commercial Code. You understand and agree that this Lease is not a contract to sell the System to you or a contract to sell you the energy the System generates. EnFin owns the System for all purposes, including any data generated from the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by EnFin, and shall at your expense protect and defend EnFin against the same.

You understand and agree that any and all tax credits, incentives, renewable energy credits, green tags, carbon offset credits, utility rebates or any other non-power attributes of the system (with the exception of rebates or credits available solely to the homeowner) are the property of and for the benefit of EnFin, usable at its sole discretion. EnFin shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. You agree to refrain from entering into any agreement with your utility that would entitle your utility to claim any such benefits. You agree to reasonably cooperate with EnFin so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system. This may include to the extent allowable by law, entering into net metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the federal, state or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to EnFin.

Section 10. PURCHASING THE SYSTEM

You have the option to purchase the System at the end of the Term and at the times detailed below (together with (i), (ii), and (iii) collectively, (the "**Purchase Option**") during the Initial Term. To exercise a Purchase Option you must be in good standing under this Lease and you need to give us written notice of

your intent to purchase within sixty (60) days of the applicable date and deliver payment to EnFin within thirty (30) days of receiving an invoice from us for the purchase price. You can purchase this System:

- (i) Upon the sale of the home as long as that sale is after the five (5) year anniversary of the Commercial Operation Date;
- (ii) if EnFin ever ceases its operations and fails to provide for a substitute provider; and
- (iii) At the end of the Initial Term.

When you exercise any Purchase Option, the price you will pay for the System will be the lesser of the System's fair market value at the time of purchase ("FMV") or value derived from the Purchase Calculation. If purchased at the end of the Initial Term, this Purchase Calculation is the sum of your estimated solar production for the ten-year period following expiration of your Initial Term, multiplied by your average utility rate the year that the Initial Term ends, with this total figure being discounted by 10%. EnFin will determine the FMV of the System by hiring a third-party independent appraiser to estimate the value of a comparable in-service photovoltaic system (with a battery if applicable) in your state and utility service area. This valuation will consider the System's age, location, size, and other market characteristics such as equipment type, service costs, the value of electricity in your area, and any applicable incentives. EnFin's maintenance and repair obligations under the Limited Warranty ([Section 7](#)) will end when you purchase the System.

Section 11. PREPAYMENT OF THE SYSTEM

- (a) You have the option to prepay all the expected Monthly Payments you will owe EnFin during the remaining portion of the Initial Term ("**Prepayment**"). EnFin Corp's obligations under the Agreement will not change if you make a Prepayment. After you pay the Prepayment, you will make no routine monthly payments during the Initial Term.
- (b) The Prepayment amount will be based on the following: (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the number of Monthly Payments remaining in the Initial Term *multiplied by* the amount of such Monthly Payments.

Section 12. BATTERIES

- (a) The System may include one or more batteries. Subsections b, c, d, and e of this section only apply in the event that your System includes one or more batteries.

YES By selecting YES, I acknowledge that my System includes one or more batteries and that subsections b, c, d, e, f, and g are applicable to this Agreement.

NO Please check here if this is Not Applicable for you:

- (b) For each battery, the System may also contain a storage-enabled inverter/charger capable of providing power dependent upon the state of battery charge. Your battery may provide a backup

energy reserve. Each battery may draw its charge from the photovoltaic system and will provide backup power within the limitations of the System, as determined by EnFin. You will be responsible for determining the minimum charge to leave on reserve for your battery in case of an outage.

- (c) As not all electrical loads are suitable for backup operation, upon site review, we may determine some circuits may be excluded or moved to a separate sub-panel. You are responsible for failure or damage caused by backing up more loads than EnFin approved and/or changing settings from initial installation conditions. We are not responsible for System failure caused due to excessive loads.
- (d) EnFin or its designees may, from time to time, administer and operate the System (including its battery) to optimize your Home's energy production and consumption, as well as for demand response or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electric grid (if available in your utility area). EnFin may use the energy stored in the battery(ies) to reduce strain on the electrical grid at times of high energy demand in your region, or for similar purpose.
- (e) DEPENDING ON THE BATTERY TYPE AND CONFIGURATION, ANY BATTERIES ASSOCIATED WITH THIS SYSTEM MAY BE ABLE TO PROVIDE BACKUP POWER DURING A POWER OUTAGE. HOWEVER, EnFin DOES NOT GUARANTEE OR WARRANT THAT BATTERY BACKUP CAPACITY WILL BE AVAILABLE WITHOUT INTERRUPTION DURING EVERY POWER OUTAGE. YOU AGREE THAT EnFin WILL NOT BE LIABLE IF THE BATTERY FAILS TO PROVIDE BACKUP POWER, AND EnFin DISCLAIMS ANY SUCH LIABILITY, REGARDLESS OF THE REASON FOR THE FAILURE. **DO NOT DEPEND ON BATTERY BACKUP POWER TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.**
- (f) Please notify EnFin at the contact information at the top of this Agreement in the event your battery does not provide backup power during a power outage.
- (g) Under normal conditions of use, the battery(ies) should pose no danger to you. However, if mishandled, the battery may become dangerous, causing fire hazards, high voltage hazards, and mechanical damage, among other damage.

Section 13. **TRANSFERABILITY OF THIS AGREEMENT**

- (a) If you sell your Home you can:
 - (i) Transfer this Agreement. If the person buying your Home meets EnFin's requirements, then where permitted by the local utility, the person buying your Home can sign a transfer agreement assuming all of your rights and obligations under this Lease (including your rights under the Limited Warranty). The System stays at your Home and the person buying your home will assume your rights and obligations under this Lease. You agree to give EnFin at least thirty (30) days but not more than three (3) months prior written notice if you want someone to assume your Lease obligations.

- (ii) Purchase the System (see Section 10).
 - (iii) Prepay the System (see Section 11).
- (b) If you sell your Home and cannot comply with any of the options in subsection (a) above, you will be in default as defined in Section 16 under this Agreement.
- (c) This agreement is free of any restrictions that prohibit the homeowner from freely transferring their Home. In the event of a foreclosure on your Home, your lender has the right (but not the obligation) to do ONE of the following:
 - (i) terminate this Lease and require EnFin to remove the System subject to your obligations under Sections 16 and 17;
 - (ii) become a beneficiary (but not obligor) of this Lease free of charge (i.e., receive power from the System and enforce the Limited Warranty;
 - (iii) enter into a new Lease with us on terms no less favorable than the current Agreement; or
 - (iv) request transfer of the Lease under this Section 13 to a subsequent purchaser of your Home.
- (d) Upon your death, this Agreement can be transferred as described under Section 13(a) to your estate or heirs.

EnFin will not prohibit the sale, conveyance or refinancing of the Property. We may choose to file in the real estate records a UCC-1 financing statement ("Fixture Filing") that preserves our rights in the System. The Fixture Filing is intended only to give notice of its rights relating to the System and is not a lien or encumbrance against the Property. We will explain the Fixture Filing to any subsequent purchasers of the Property and any related lenders as requested. We will also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Property and charge you a reasonable UCC Notice Removal and Refiling Fee.

Section 14. LOSS OR DAMAGE

- (a) Unless you are grossly negligent or you intentionally damage the System, EnFin will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. Except as expressly provided in this Lease, no loss, damage, theft or destruction will excuse you from your obligations under this Lease.
- (b) If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and you are not in default of this Lease, you shall continue to pay any amounts due under the Lease and, cooperate with EnFin, at EnFin's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

Section 15. LIMITATION OF LIABILITY

- (a) *No Consequential Damages.* EnFin'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.
- (b) *Actual Damages.* Except for claims under Section 5(h), neither party's liability to the other will exceed an amount equal to the maximum amount of total payments that could be payable by you under this Agreement. Damages to your Home, belongings or property resulting from the installation or operation of the System are covered in Section 7.

Section 16. DEFAULT

You will be in default under this Agreement if any one of the following occurs:

- (a) you fail to make any payment when it is due, other than an amount that is subject to a good-faith dispute, and such failure continues for a period of thirty (30) days following receipt of written notice from the other Party (a "Payment Default");
- (b) you fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of fourteen (14) days after written notice;
- (c) you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- (d) you assign, transfer, encumber, sublet or sell this Lease or any part of the System without EnFin's prior written consent; or
- (e) you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

Section 17. REMEDIES IN CASE OF DEFAULT

If a Payment Default occurs, we may suspend performance of our obligations under this Agreement until the Payment Default is cured. We may also pursue any remedy under this Agreement, at law or in equity.

If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

- (a) terminate this Lease;
- (b) take any reasonable action to correct your default or to prevent our loss; any amount we pay will be added to the amount you owe us and will be immediately due;

- (c) require you, at your expense, to return the System or make it available to us in a reasonable manner;
- (d) proceed, by appropriate court action, to enforce performance of this Lease and to recover damages for your breach;
- (e) disconnect, turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;
- (f) report such non-operational status of the System to your utility, informing them that you are no longer net metering;
- (g) charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;
- (h) use any other remedy available to us in this Lease or by law.

We may submit to credit reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Lease as required.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, EnFin does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, EnFin does not give up our right to use that remedy in case of a subsequent default.

Section 18. SYSTEM REMOVAL; RETURN AT END OF TERM

EnFin is responsible, in accordance with applicable laws and regulations, for safely clearing, cleaning, and removing the System from the Property. At the end of the Initial Term (if this Lease will not be renewed pursuant to Section 2), if you have not exercised your purchase option and you have not defaulted, then within ninety (90) days you agree to contact EnFin at the contact information listed at the top of this Agreement to schedule a convenient time for EnFin to remove the System from your Home at no cost to you. EnFin will remove the System without damaging your property, including removing the posts, waterproofing the post area and return the roof as close as is reasonably possible to its original condition on an architecturally consistent basis before the System was installed (e.g., ordinary wear and tear and color variances due to manufacturing changes are excepted). EnFin will warrant the waterproofing for five (5) days after it removes the System. You agree to reasonably cooperate with EnFin in removing the System including providing necessary space, access and storage, and we will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

Section 19. FORCE MAJEURE

- (a) **Termination after Force Majeure Event.** You agree and acknowledge that should we fail to construct the System or otherwise fail to perform our obligations under this Agreement, due to reasons attributable to you or to a Force Majeure Event (as defined below), you will cooperate with us in

mitigating such failure and we will not be liable for such failure. If such failure is caused by you, such failure shall be a Default as defined in Section 16. If such failure is due to a Force Majeure Event, each party shall have the right to terminate this Agreement after a period of ninety (90) days from the occurrence of such Force Majeure Event by written notice to the other party; provided such failure is continuing as of the end of such period. Upon termination, we will invoice you for all expenses and costs incurred for materials and any components and amounts due for services, filings, permitting, and labor performed by us up to the date of termination. You shall pay the invoiced amount within ten (10) days of the date of the invoice.

- (b) *Force Majeure Event Defined and Related Obligations.* A "**Force Majeure Event**" means any event, condition or circumstance beyond our reasonable control. It shall include, without limitation an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, commodity shortages, slow-down, or lock-out; explosion; fire; earthquake; abnormal or severe weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); pandemics or other widespread public health occurrences, the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by your utility equipment, actions by your local utility, supplies or products; and failure of equipment not installed or used by us or not under our control. We shall notify you in writing within a commercially reasonable period of time of the occurrence of a Force Majeure Event and such notice shall describe the Force Majeure Event and its estimated duration. Both parties shall use commercially reasonable efforts to mitigate the impacts of the Force Majeure Event on our ability to perform under this Lease.
- (c) *Termination Procedure.* Any termination of this Agreement must comply with the notice provisions set forth in Section 22.

Section 20. APPLICABLE LAW; FORUM SELECTION; DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION

Except as set forth below, this Agreement is subject to federal and the state laws of the state where your Home is located. We agree that you or EnFin Corp may elect to have any dispute, claim, or disagreement between us (a "Claim" as further defined below) be resolved exclusively by individual arbitration.

- (a) *Applicable Law:* Except as provided below, this Agreement and any dispute between you and us will be governed by federal law and the state laws of the state where your Home is located, without regard to conflict of law principles.
- (b) *Forum Selection:* Unless you and we agree otherwise, to the greatest extent permitted by law, disputes (except ones brought in small claims court or that are subject to arbitration) may be brought in state and federal courts in Orange County, California in addition to any other court with jurisdiction. You and we consent to the jurisdiction of those courts and waive any objections as to personal jurisdiction or venue in those courts or any right to seek to transfer or change venue of

any such action to another court.

- (c) **Dispute Resolution by Binding Individual Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. YOU, THE HOMEOWNER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART “(2)” BELOW:**
- (1) **General:** Section 20(c) of this Agreement (“Arbitration Provision”) describes when and how a Claim (defined below) may be arbitrated. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”), not by any state arbitration law. Solely for purposes of this Arbitration Provision, “EnFin Corp,” “we,” or “us” means (1) EnFin Corp, its past, present, and future parents, subsidiaries, and affiliates, and each of those entities’ predecessors, successors, officers, directors, employees, agents, subcontractors, and assigns; and (2) any other third party that you name along with EnFin Corp as defendants in a single proceeding.
 - (2) **Opting-Out:** If you do not want this Arbitration Provision to apply, you have 30 days to reject this Arbitration Provision by sending a written notice (“a Rejection Notice”) by U.S. mail to 300 Spectrum Center Drive, Suite 500, Irvine CA 92618. To be valid, a Rejection Notice must (a) include your name, phone number, current address, the address of the Home (if different), and a statement personally signed by hand by you that you opt out of the Arbitration Provision in this Agreement; and (b) be received by us or postmarked within thirty (30) days after the date you signed the Agreement. If your Rejection Notice complies with these requirements, then this Arbitration Provision will not apply to you. Rejecting this Arbitration Provision will not have any other effect on this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts between you and us.
 - (3) **Disputes Subject to Arbitration:** You or EnFin Corp may elect to have “Claims” arbitrated rather than resolved in court. “Claim” means any past, present or future claim, dispute or controversy between you and EnFin Corp that arises from or relates to this Agreement, the System, or the relationship between you and us. “Claim” broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) claims for mental or emotional distress or injury not arising out of bodily injury; (5) disputes about (a) information you gave EnFin Corp or facts that occurred before the date of this Agreement, (b) products or services provided or work performed by EnFin Corp (including any removal or reinstallation of solar panels that occurs after the Installation Completion), (c) communications, solicitations or disclosures concerning this Agreement or any other EnFin Corp products or services, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and EnFin Corp resulting from any of the foregoing.
 - (4) **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) either you or EnFin Corp may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed de novo

to a different court, you or EnFin Corp may elect to compel arbitration; (2) claims arising from bodily injury or death; and (3) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. Also, you or EnFin Corp may, without waiver of the right to invoke arbitration, (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind. In addition, this Arbitration Provision does not preclude you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against you or us on the other's behalf.

- (5) Pre-Arbitration Notice of Disputes and Informal Resolution: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us should be sent to: 300 Spectrum Center Dr, #500, Irvine, CA 92618 ("Notice Address"). The Notice to you will be sent to your address listed on this Agreement. The Notice must include (a) the claimant's name, phone number, and mailing and email address; (b) the address of the Home; (c) a description of the underlying facts and basis of the claim or dispute; and (d) the specific relief sought. The Notice must be personally signed by you (if you are the claimant) or by our representative (if we are the claimant). To safeguard your account, if you have retained a lawyer to submit your Notice, you must also provide with the Notice your personally signed written authorization allowing us to discuss the Notice, the dispute, and your account(s) with your lawyer ("Attorney Authorization"). We may also ask you to verify your identity and the fact that you authorized submission of the Notice or disclosure of account information to your lawyer ("Verification"). You agree to cooperate with any reasonable request for Verification.

Whoever sends the Notice must give the other party 60 days after receipt of a complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) to investigate the claim. During that period, either you or we may request an individualized discussion (by phone call or videoconference) regarding settlement ("Informal Settlement Conference"). You and we must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and our representative must both personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate. Rule 408 of the Federal Rules of Civil Procedure shall govern the admissibility of all statements, conduct or other discussions that occurred at the Informal Settlement Conference.

Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief set forth in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the number of days between the date that a complete Notice (including an Attorney Authorization if you are represented by a lawyer and a Verification if requested) is received by the other party and the later of (i) 60 days later or (ii) the date the

Informal Settlement Conference is completed, if timely requested.

- (6) Starting or Electing Arbitration: An arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended and the pre-arbitration requirements in subpart (5) above have been satisfied. (Subpart (10) below has additional requirements for commencing certain coordinated arbitrations.) A court will have authority to enforce this subpart (6), including the power to enjoin the filing or prosecution of arbitrations without first providing a complete Notice and participating in a timely requested Informal Settlement Conference. The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitrations. Further, unless prohibited by applicable law, the arbitration provider shall not accept nor administer any arbitration nor assess any fees in connection with an arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of subpart (5). If a process arbitrator has been appointed at the request of a party, the process arbitrator also has the same authority as a court to enforce this subpart (6).

Once the Informal Resolution Period has ended, you or EnFin Corp may (a) start an arbitration by filing a demand with the arbitration administrator pursuant to its rules. In addition, arbitration of a Claim filed in court may be required by filing a motion to compel arbitration with the court. Even if you and EnFin Corp have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.

- (7) Arbitration Procedures: The arbitration will be governed by the Consumer Arbitration Rules and, if applicable, the Mass Arbitration Supplementary Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Arbitration Provision, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by writing to the Notice Address. If AAA is unable or unwilling to administer the arbitration in accordance with this Arbitration Provision, another provider will be selected by the parties or, if there is no agreement, by a court with jurisdiction. Unless you and we agree otherwise, any arbitration hearings will take place in the county of the Home. If appropriate, the arbitrator may hold hearings by telephone or videoconference or decide matters on the basis of papers submitted by the parties. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Except as provided in subpart (9) below, the arbitrator shall apply the same substantive law that a court would apply and can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award under applicable law. The arbitrator may consider rulings in arbitrations involving different Homeowners, but an arbitrator's ruling will not be binding in proceedings involving different Homeowners (except for co-owners of the same Home). As in court, you and we agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), and the arbitrator is authorized to impose any sanctions available under that rule, the AAA Rules, or applicable federal or state law against all appropriate represented parties or counsel.

During the arbitration, the amount of any settlement offer shall not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and subparts (5)–(6) and the arbitrator awards you an amount of money that exceeds the value of our last written settlement offer to you before the appointment of the arbitrator, then we will pay you \$5,000.00 in lieu of any smaller award. In determining whether you are entitled to the minimum \$5,000.00 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to payment of the \$5,000.00 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 days of the arbitrator's ruling on the merits.

- (8) **Arbitration Fees:** The parties shall pay filing, administrative, and arbitrator fees in accordance with the AAA's rules. However, if you notify EnFin Corp in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator (after submission of any required forms and documentation), you had fully complied with subparts (5)–(6) above, and if your request is reasonable and in good faith, EnFin Corp will pay or reimburse you for all or part of your fees. However, if the arbitrator determines that any party's claim or defense violates the standards of Federal Rule of Civil Procedure 11(b), the arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11, the AAA Rules, or other applicable law.
- (9) **Requirement of Individual Arbitration:** The arbitrator may award relief (including damages, restitution, and declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR ENFIN CORP WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, UNLESS ALL PARTIES AGREE, THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON (EXCEPT FOR THE CLAIMS OF CO- OR JOINT HOMEOWNERS WITH RESPECT TO THAT HOME). An arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this section. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief and proceedings or on consolidation are found to be unenforceable, then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.
- (10) **Coordinated Arbitrations:** If 25 or more claimants submit Notices or seek to file arbitrations raising similar Claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), the parties will ask the AAA or other administrator to resolve all the cases in staged proceedings. You agree to this process even though it may delay the arbitration of your Claim. In the first stage, we and claimants' counsel will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators to the extent feasible. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment

of fees for the remaining cases or administer or accept them.

The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, with EnFin Corp paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of claimants' counsel.

Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

If this subpart applies to a Notice, the Informal Resolution Period for the Claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this subpart, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

This subpart is intended to be severable from the rest of this Arbitration Provision. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

- (11) Additional Procedures for Complex Disputes: If the actual damages sought by either you or us in an arbitration exceeds \$1,000,000 (not counting amounts sought for punitive, statutory, treble, or emotional harm damages or for attorneys' fees or costs), then either party may appeal the final award to a three-arbitrator panel pursuant to the AAA's Optional Appellate Rules by providing written notice within 30 days of the award. The appellant shall pay all fees and costs for the appeal unless the panel determines that the appellant is the prevailing party, in which case the panel shall have the discretion in its final award to reallocate the fees and costs as justice or otherwise applicable law requires. If there is a cross-appeal, the costs shall be borne equally by both sides, subject to reallocation by the panel in its final award as justice or otherwise applicable law requires.
- (12) Survival and Conflict: This Arbitration Provision binds you and your heirs, successors and assigns, and EnFin Corp and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of this Agreement; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) any termination or cancellation of this Agreement; and (6) work

performed or services provided under this Agreement. If this Arbitration Provision conflicts with the applicable arbitration rules or the other terms of this Agreement, this Arbitration Provision shall govern.

- (13) Military Lending Act: If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your Agreement with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.

Homeowner(s) Initials:

BY INITIALING, YOU ACKNOWLEDGE YOU ARE ACCEPTING THIS BINDING ARBITRATION PROVISION AND UNDERSTAND YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL. YOU HAVE PREVIOUSLY BEEN GIVEN THE OPTION TO ASK QUESTIONS AND ACCEPT OR REJECT THIS PROVISION.

Section 21. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Lease.

Section 22. NOTICES

All notices under this Lease shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or certified or registered mail, return receipt requested.

Section 23. CONTACTING YOU AND TELEPHONE CALL RECORDINGS

You agree that we, and our agents, service providers (collectively, the "Communicating Parties") may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to payments, information about the System, other matters relating to this Agreement or any other agreement with us, and your relationship with us more generally. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages. You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.

You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.

To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may contact us at the contact information listed at the top of this Agreement. To stop receiving text messages made with an automatic telephone dialing system, you may also reply "STOP" to any text message the Communicating Parties have sent to you. To stop receiving marketing emails, you must follow the opt-out instructions provided at the bottom of any such email.

Section 24. OPTIMIZATION SERVICES

EnFin or its designees may, from time to time, administer and operate the System (including its battery) to optimize your Home's energy production and consumption and, depending on where you live and the System, may in the future enroll the System in eligible programs, including demand response, government technology rebates, performance incentives, bill management opportunities, or other utility-based programs designed to reduce your electricity costs or to maintain the reliability of your local electric grid (if available in your utility area). In doing so, EnFin may: discharge or export a portion of the energy stored in the battery(ies) to the grid at times of high demand, send energy back to the grid to improve its operation, and otherwise manage the battery for similar purposes.

EnFin or its designees may enroll the System in one or more programs if and when it becomes eligible to do so in your location. EnFin will fully control and optimize the System's activities to generate incremental savings and value. This will not affect our obligations in this Agreement. Participation in these optimization services will remain in effect through the Term of this Agreement.

- (a) **Enrollment Process.** Before we enroll or un-enroll the System, EnFin or its designees will notify you of 1) how your System might be affected, 2) the expected duration of your participation, 3) the program partners, and 4) any additional authorizations or approvals that may be required. EnFin will operate the battery only within parameters approved by the manufacturer and utility programs so that such operation does not void or diminish the battery's warranty.
- (b) **Data Sharing Authorization.** You expressly authorize EnFin or its designees to access and use your electric consumption and other utility data, which may be obtained directly or indirectly by EnFin or its designees from your local electric utility or electric provider, to facilitate enrollment and participation in the program or programs, or as otherwise disclosed in applicable privacy policies. You agree that you will take necessary action to complete a data sharing authorization naming EnFin or its designees as recipient of your utility data if required. You also expressly authorize EnFin to process personal data collected as part of this Agreement or the installation of the System to authorize on your behalf the sharing of your utility data with EnFin or its designee, or as otherwise permitted by applicable law and privacy policies. Access to your utility data shall remain authorized for as long as this Agreement is in effect.

- (c) Dual Enrollment in Programs. You authorize EnFin or its designees to act as your sole Demand Response Provider, Energy Services Provider, or equivalent agent, consultant, or aggregation partner for your respective utility and grid operator. In the event that you dual enroll in conflicting programs with your utility or with another third party that would prevent EnFin or its designee from enrolling the System in the program or programs, you agree that EnFin's authorization to enroll in the program or programs shall take precedence and that EnFin may work with your utility, grid operator, or other third party to disenroll you from any the conflicting program or programs.
- (d) Backup Power. Your system may provide limited backup power in the event of a utility outage. EnFin may direct for the use or export within certain limited circumstances, described above, of up to 80% of the stored energy from the Battery.

Section 25. ENTIRE AGREEMENT; CHANGES.

This Lease contains the Parties' entire agreement regarding the lease of the System. There are no other agreements regarding this Lease, either written or oral. Any change to this Lease must be in writing and signed by both parties. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Section 26. PUBLICITY

EnFin will not publicly use or display any images of the System if you give us a written request not to use or display those images. Otherwise, you give EnFin permission to take pictures of the System as installed on your Home to show to other customers or display on our website.

Section 27. MECHANIC'S LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit the California Contractors State License Board's ("CSLB") internet website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your Home to pay what you owe.

Section 28. NOTICE TO CONSUMER – CALIFORNIA CONTRACTORS STATE LICENSE BOARD (CSLB)

Information about the Contractors State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's internet website at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

Section 29. **RIGHT TO CANCEL**

You, the buyer, have the right to cancel this contract within seven (7) business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the seventh business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Homeowner(s)

Signature: _____

Date _____

BY SIGNING, YOU ACKNOWLEDGE RECEIPT OF
THIS NOTICE AND YOUR RIGHT OF
CANCELLATION.

[SIGNATURES FOLLOW.]

SIGNATURE PAGE AND CUSTOMER NOTICES

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started

I have read this Agreement and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, EnFin may take back the System.

You have the right to require us to have a performance and payment bond.

You must review and sign the California Solar Consumer Protection Guide located at www.cpuc.ca.gov/solarguide.

YOU, THE BUYER HAVE A LEGAL RIGHT TO CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. SEE EXHIBIT A, THE ATTACHED NOTICE OF CANCELLATION FORM, FOR AN EXPLANATION OF THIS RIGHT

Homeowner's Name:

Co-Homeowner's Name (if any):

Signature:

Signature:

Printed Name: _____

Printed Name: _____

Date:

Date:



Solar Lease Agreement

Signature:



Printed Name: Alexander Samuel Kaplan

Date:

EXHIBIT A (EnFin Corp COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Lease Agreement, _____.

You may CANCEL this transaction, without any penalty or obligation, within SEVEN BUSINESS DAYS, or, if you are 65 years of age or older, within SEVEN BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (EnFin Corp) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller (EnFin Corp) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (EnFin Corp) regarding the return shipment of the goods at the seller's (EnFin Corp's) expense and risk.

If you do make the goods available to the seller (EnFin Corp) and the seller (EnFin Corp) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (EnFin Corp), or if you agree to return the goods to the seller (EnFin Corp) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, email, mail, or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram, to EnFin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618 or email info@enfin.com NOT LATER THAN MIDNIGHT of the _____ that is SEVEN BUSINESS DAYS from the date you signed the Solar Lease Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name: _____

Co-Homeowner's Name (if any): _____

Signature: _____

Signature: _____

EXHIBIT A (CUSTOMER COPY)
NOTICE OF CANCELLATION
STATUTORILY-REQUIRED LANGUAGE

Notice of Cancellation

Date of Transaction: The date you signed the Solar Lease Agreement

You may CANCEL this transaction, without any penalty or obligation, within SEVEN BUSINESS DAYS, or, if you are 65 years of age or older, within SEVEN BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller (EnFin Corp) of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller (EnFin Corp) at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller (EnFin Corp) regarding the return shipment of the goods at the seller's (EnFin Corp) expense and risk.

If you do make the goods available to the seller (EnFin Corp) and the seller (EnFin Corp) does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller (EnFin Corp), or if you agree to return the goods to the seller (EnFin Corp) and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, email, mail, or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram, to EnFin Corp, 300 Spectrum Center Drive Suite 500, Irvine, CA 92618, or email info@enfin.com NOT LATER THAN MIDNIGHT of the _____ that is SEVEN BUSINESS DAYS from the date you signed the Solar Lease Agreement.

I, [_____], HEREBY CANCEL THIS TRANSACTION on _____.

Homeowner's Name:

Co-Owner's Name (if any):

Signature: _____

Signature: _____

EXHIBIT B
Performance Guarantee

Homeowner's Name:

Address:

Installation Location:

This Exhibit B sets forth the terms and conditions of a performance guarantee (the "Performance Guarantee") that is part of the Limited Warranty provided by EnFin Corp in connection with the Agreement. This Performance Guarantee is effective through the Initial Term of the Agreement.

1. Warranty. EnFin Corp guarantees that during the Initial Term of the Agreement the System will generate at least 90% of the expected annual production during the first year and that for each subsequent year, the performance will not decline by more than 0.55 percent per year. Applying this expected annual degradation factor (the "**Methodology**"), the calculation of the guaranteed kilowatt-hours (kWh) ("Guaranteed kWh") of energy is set forth [below]:

a) Guaranteed kWh:

True- Up Term (Years)	Guaranteed Production (kWh/year)	Refund Rate (per kWh)	Monthly Payment

- b) True-Up Term and Refunds: if at the end of each twelve (12) month anniversary (except for the first such anniversary, which is explained below) of the Commercial Operation Date (each, a "True-up Term") the Actual kWh (defined below) generated by the System is less than the Guaranteed kWh identified in the table above, then EnFin Corp will issue you refund. EnFin Corp will calculate this refund by subtracting the Actual Output for that True-Up Term from the Guaranteed Output for that True-Up Term (as identified in the table above), and multiplying the result by the Refund Rate per kWh (as identified in the table above). The amount resulting from this calculation is called the "Refund Amount." [For the first two years of the Initial Term (year 1 and 2), the True-Up Term will be 24 months. EnFin Corp will pay you the Refund Amount within ninety (90) days after the end of the applicable True-Up Term.

"Actual kWh" means the electricity produced by the System in kWh as measured and recorded by EnFin Corp during each True-Up Term plus any kWh for which you previously received a refund. EnFin Corp will measure the Actual kWh [using a monitoring device] or, if a monitoring device is unavailable, estimate the Actual kWh by reasonable means.

- c) Overproduction. If at the end of a True-up Term the Actual kWh is greater than the Guaranteed kWh during any True-Up Term, the extra kWh produced will be yours at no additional cost/this surplus will be carried over and will be used to offset any deficits that may occur in a subsequent True-Up Term.

Homeowner's Name:

Co-Owner's Name (if any):

Signature:

Signature:

Date:

Date:

EXHIBIT C

EnFin Privacy Policy

LAST UPDATED October 19, 2025

EnFin (“EnFin,” “we,” “our,” or “us”) values the privacy of your information and we are committed to safeguarding, preserving, and respecting your privacy rights. This Privacy Policy describes how we collect, use, and safeguard the information you provide to us. This online privacy policy (the “Policy”) describes how we collect, use, disclose, and secure the personal information we gather about you through our website, including but not limited to, (the “Site”), when you use our site and when you otherwise interact with us (collectively, the “Services”).

For purposes of this Policy, personal information means data that classifies as personal information, personal data, personally identifiable information, or similar terms under applicable data privacy and security laws and regulations. It does not include data excluded or exempted from those laws and regulations, such as aggregated, anonymized, or deidentified data. Nothing in this Policy will constitute an admission or evidence that any particular data privacy or information security law or regulation applies to EnFin generally or in any specific context.

In providing our Services, EnFin may collect personal information on behalf of and as a service provider for third parties. This Policy does not govern any information we collect on behalf of third parties, and you should consult their privacy policies to become familiar with their data collection and usage practices.

This Policy expressly incorporates any privacy notices we may issue to supplement this Policy. You should review any other applicable privacy policy or notice for more information on any other rights you may have under those notices. For example, while this Policy describes information if you have an account with us, you should see our [GLBA Privacy Notice](#) for information regarding the rights you may have relating to information regulated by the Gramm-Leach-Bliley Act (“GLBA”).

At or before the time of collection, California residents have a right to receive notice of our practices, including the [categories of personal information to be collected, the purposes for which such information is collected or used, whether such information is sold or shared and how to opt-out of such uses](#), and [how long such information is retained](#).

1. You Consent to This Policy

You should read this Policy carefully, so that you understand our privacy practices and our [Terms of Use](#). By accessing, browsing, downloading, or otherwise using the Services, you confirm that you have read, understood, and agreed with this Policy. If you do not agree to this Policy, you may not use the services.

This Policy and the [Terms of Use](#) apply regardless of how the Services are accessed and will cover any technologies or devices by which we make the Services available to you.

We may provide you with additional privacy notices where we believe it is appropriate to do so. It is important that you read this Policy together with any other privacy notice or terms we may provide on specific occasions, so that you are fully aware of how and why we are using your data. This Policy supplements these other notices and is not intended to override them.

If you have any questions or concerns about our personal information policies or practices, you can contact us in the methods described in the “Contact Us” section below.

2. Types of Information We Collect and Purposes for Collection

(a) Analytics and Device Information

We use cookies to collect information about your browser, device, geolocation (by country level), IP address, and interactions with the Services, Site, or emails. For more information, please view the “How We Use “Cookies” and Other Tracking Technologies” section below.

We collect this cookies information for the purposes of analytics and research, customer service, and website security and maintenance. We also collect this information for internal use, such as administering the Services, analyze trends, and identify problems with our Site.

(b) When You Create a Solar Servicing Account with Us

We collect certain information when you create a solar servicing account with us for purposes of servicing your solar loan, or your solar agreement with us, including first name, last name, email address, phone number, username, password, gender, social security number, driver’s license number, income information, credit report and credit score, bank account information (for ACH set -up), account number, and date of birth.

We collect this information when you provide it directly to us such as applying for EnFin’s solar products and services, entering into a solar contract with us, requesting information about EnFin services, creating an account, completing a Welcome Call, or filling out a form. Please note that some of this information may be covered by our [GLBA Privacy Notice](#).

We collect this information for the purposes of customer service relating to the solar project you financed with using our platform or entered into a solar contract with us, advertising, validation of key terms of your solar agreement, compliance, quality assurance, and analytics and research. We share this information with our service providers, who may use artificial intelligence to process such information, including our Welcome Call service provider once we have approved your application for solar.

(c) Welcome Call

As part of your solar agreement review and approval process with EnFin, a Welcome Call is conducted with you, which is a video meeting intended to confirm some of the key terms of your solar agreement with EnFin for purposes of compliance, analytical, and quality assurance. You agree that your video interaction with EnFin via this Welcome Call will be collected, recorded, monitored, and stored for purposes of compliance, analytical, and quality assurance. This Welcome Call may be conducted by a live agent, or through automated means, which may include using artificial intelligence. We may collect biometric data for identity verification purposes. For more information about how long we, or our service providers, retain such information, please see the “How Long Is Your Personal Information Kept” section below. We may share this information with our service providers, who may use artificial intelligence to process such information, including our welcome call service provider as part of your solar agreement approval process.

(d) Interactive Chat

If you engage with the chatbot feature on our Site, we will record the conversation. Please note that the information relating to your communications may be shared with our service provider. We collect this information for the purposes of providing customer service, administering the Services, and identifying problems with our Site.

We share this information with our chatbot service provider.

(e) When You Use Our Products and Services

If you finance your solar project using our platform or enter into a solar contract with us, we collect certain payment and commercial information from you including name, address, phone number, income information, credit report and credit score, bank account information (for ACH set up), third-party payment service provider-related information, debit or credit card information, purchase and participation history, or other payment processing information. Please note that some of this information may be covered by our [GLBA Privacy Notice](#).

We collect this information for the purposes of customer service and administering the Services.

(f) When You Respond to Surveys and Questionnaires

When you respond to surveys and questionnaires, we collect information you provide to us when you respond to marketing materials, promotions, contests, or other surveys, including those at conferences.

We collect this information for the purposes of marketing and advertising (which may include targeted advertising and sales), analytics and research, and customer service.

(g) When You Interact With Us on Social Media

If you post, upload, comment, or otherwise submit content on the Services, we may collect certain information about you such as your name and email address and products you may have purchased. Be aware that as a default, any information you post on the Services, including without limitation reviews, comments, and text, may be available to and searchable by all users of the Services.

We collect this information when you engage with our accounts on social media, click on the social media icons on our Site, or otherwise interact with us on a blog on a social media platform.

We collect this information for the purposes of analytics and research, and recruitment.

(h) Other Ways We May Collect, Use, or Share the Information

We may also reserve the right to collect, use or share personal information for the following purposes:

- **To Provide the Services.** We will use your personal information to provide the Services, including to improve operations and offerings, and for security purposes.
- **To Present the Site.** We will use personal information to present our Site and its contents in a suitable and effective manner for you and your device.
- **For Legal Purposes.** We reserve the right to cooperate with local, provincial, state, federal and international officials in any investigation requiring either personal information or reports about lawful or unlawful user activity on the Site. We also reserve the right to share your personal information to establish, exercise, or defend our legal and property rights, including providing information to others for the purposes of fraud prevention. We may also share your personal information with any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.
 - If we are ordered by a legal process or government to provide data about one or more individual users, we will notify those users of our compliance with that order, to the extent permitted by law.
- **Business Partners and Affiliates.** We may collect personal information from and share personal information with our business partners and affiliates, including legal advisors and financial advisors, co-branded partners, and other third parties. We may combine that information with other information we collect about you, but we will always use the information as described in this Policy. We may also share information with our affiliates, subsidiaries, joint ventures or other companies under common control.
- **Business Transactions or Mergers.** We reserve the right to share your personal information to third parties as part of any potential business or asset sale, merger, acquisition, investment, round off funding, or similar type of transaction. Additionally, if we are entering into a corporate transaction with a third party, we may receive personal information in connection with the diligence. If we close a

transaction, the third party may transfer personal information, which we would use as described in this Policy.

- **Bankruptcy or Insolvency.** In the event of bankruptcy, insolvency, or dissolution proceedings, we may share your personal information with third parties as part of the sale or reorganization process.
- **Customer Service.** We will use your personal information, to provide you with customer service to troubleshoot issues and respond to requests, questions, or comments.
- **Provide Information and Opportunities.** We will use your personal information to advertise opportunities, promotions, products, events, or Services that we think may be of interest to you.
- **Service Providers.** We use service providers to perform various functions on our behalf. Such service providers will be under contractual obligations to safeguard your personal information and only process it in accordance with our instructions, or as otherwise permitted by applicable laws. We may also receive personal information from service providers.

3. How We Use “Cookies” and Other Tracking Technologies

We may send one or more cookies to your computer or other device. These technologies can collect data regarding your operating system, browser type, device type, screen resolution, IP address, and other technical information, as well as navigation events and session information as you interact with our Services. This information allows us to understand how you use the Services.

(a) Cookies

Cookies are small files created by websites, including our Services, that reside on your computer’s hard drive and that store information about your use of a particular website. When you access our Services, we use cookies and other tracking technologies to:

- Estimate our audience size and usage patterns;
- Store information about your preferences, allowing us to customize our Services according to your individual needs; and
- Recognize when you return to our Services.

We set some cookies ourselves and others are set by third parties. You can manage your cookies preference as described in the “Managing Your Cookies” section below.

(b) Types of Cookies and Their Functions

The following chart lists the different types of cookies that we and our service providers use on the Services, examples of who serves those cookies and links to the privacy notices and opt-out information of those cookie servers. Because the specific cookies we use may vary over time, as well as differ by the specific page you are browsing, the below chart is illustrative only.

Types of Cookies	Purpose	Who Serves (for example)
Necessary	These cookies are required for the operation of the Services and enable you to move around the Services and use its features.	EnFin

	Disabling these cookies can negatively impact the performance of Services.	
Functional	These cookies are used to recognize you when you return to the Services. This enables us to personalize content for you and remember your preferences. These cookies also enable your interactions with the Services such as emailing us and customer support chat.	EnFin
Analytics	These cookies allow us to analyze activities on the Services. They can be used to improve the functioning of the Services. For example, these cookies recognize and count the number of visitors and see how they move around the Services.	EnFin

We do not use analytical tools in a manner that discloses to third parties that a specific person viewed specific video materials.

(c) Cookie Retention Period

Some cookies operate from the time you visit the Services until the end of that particular browsing session. These cookies, which are called “session cookies” expire and are automatically deleted when you close your internet browser.

Some cookies will stay on your device between browsing sessions and will not expire or automatically delete when you close your internet browser. These cookies are called “persistent cookies” and the length of time they will remain on your device will vary from cookie to cookie. Persistent cookies are used for a number of purposes, such as storing your preferences so that they are available for your next visit and to keep a more accurate account of how often you visit the Services, how your use of the Services may change over time, and the effectiveness of advertising efforts.

(d) Managing Your Cookies

You can manage your cookies by clicking through “Customize Consent Preferences” on the bottom right hand corner of our website. Please note that the use of certain popup blockers or privacy settings can impact the functionality or visibility of the “Customize Consent Preferences”.

It may also be possible to block cookies by changing your internet browser settings to refuse all or some cookies. If you choose to block all cookies (including essential cookies), you may not be able to access all or parts of the Services.

You can find out more about cookies and how to manage them by visiting <https://ico.org.uk/for-the-public/online/cookies/>.

(e) Site Response to “Do Not Track” Signals

At this time, our website does not respond differently based on a Do Not Track Signal.

4. United States Privacy Rights

Under certain privacy laws, some state residents are entitled to various privacy rights. Although they may not all apply to EnFin, the states with privacy laws applicable to EnFin that will be in effect in 2025 include California, Minnesota and Oregon. Please note that these privacy laws do not apply to information regulated by the GLBA. To see information about your rights under the GLBA, please see our [GLBA Privacy Notice](#).

(a) Consumer Rights for California, Minnesota and Oregon Residents

The chart below explains these rights, although some exceptions may apply. To exercise any of the following rights listed in the chart below, please email us using the information set forth in the “Contact Us” section below.

Consumer Right	Explanation
Right to Know/Access	You have the right to confirm whether we are processing your personal data, the right to know specific pieces of personal data we have collected about you, to know the categories of personal data we are processing or have processed, and the right to access that data. You also have the right to know the third parties to whom we have disclosed your personal data.
Right of Correction	You have the right to correct inaccuracies in your personal data, taking into account the nature of the personal data and the purposes of the processing of the personal data.
Right of Deletion	You have the right to delete your personal data provided by you or obtained about you.
Right of Portability	Up to two times per calendar year, you have the right to obtain your personal data in a portable and-to the extent technically feasible-readily usable format that allows you to transmit the data to another entity without hindrance.
Right to Opt-out:	You have the right to opt-out of the processing of your personal data for the purposes of: (1) Targeted advertising or sharing; (2) The sale of personal data; and/or (3) Profiling in furtherance of decisions that produce legal or similarly significant effects concerning you. At this time, EnFin does not process your personal data for these purposes and therefore, does not offer such opt-out rights.

We disclose personal information in the following categories: identifiers, personal information, commercial information, internet or other similar network activity, geolocation data, and inferences with service providers. We disclose content posted on our social media platforms (e.g. if a consumer “comments” on a story) with other consumers. Such posts may include information in the category of personal information and identifiers, but the content depends on the individual posts.

(b) Sensitive Data

We will process Sensitive Data (as the term or its equivalent is defined by applicable privacy laws) in accordance with any applicable privacy laws. In some instances, that means we will not collect Sensitive Data without first obtaining your consent or providing you with the right to opt out.

If we process Sensitive Data as defined by California law, we will only do so for the purposes specifically authorized by California law and in a manner that is necessary and proportionate for those purposes. As such, we do not perform any processing for which a Right to Limit request is available.

(c) Exercising Your Rights for California, Minnesota and Oregon Residents

If you wish to exercise one of the above rights, please email at support@enfin.com, call us at [833-586-3677](tel:833-586-3677), or mail us at 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618.

If necessary, we may request additional information reasonably necessary to authenticate you and your request.

In certain circumstances, you may make a request on behalf of another such as if you are an authorized agent or the parent or guardian of a child on behalf of whom you wish to exercise their rights.

We will respond to access, deletion, correction, and portability requests, if applicable, within 45 days of receipt of the request and without undue delay. If we need to extend this period, we will notify you of the delay and explain the reasonably necessary justifications for our delay.

We will provide responses to your requests free of charge unless certain exclusions apply, depending on the state in which you reside.

(d) Verification and Authorized Agents

To ensure the protection of your personal information, we may need to verify that the individual submitting a request is the consumer to whom the request relates prior to processing the request, or an authorized agent. To verify a consumer's identity, we may request up to three pieces of personal information about you to compare against our records when you make a request.

Making a verifiable consumer request does not require you to create an account with us. However, we may require that you access a previously existing account where necessary to submit the request.

We will only use personal information provided in your request to verify your identity and will delete any information you provide after processing the request. We reserve the right to take additional steps as necessary to verify the identity of consumers where we have reason to believe a request is fraudulent.

You may choose a person or business that you authorize to act on your behalf to submit your requests ("**Authorized Agent**"). If you choose to use an Authorized Agent, we require that you provide the Authorized Agent with written permission to allow them to submit your request and that you verify your identity directly with us. Failure to do so may result in us denying your request.

(e) Appealing a Rights Request Decision

If we deny or fail to take action on your request to exercise your applicable consumer privacy rights, you may appeal our decision. To do this, you may email us at support@enfin.com. In the email appeal, please specify the right(s) you requested to exercise and the date you made such a request.

We will inform you in writing within 45 days of any action taken or not taken in response to the appeal. We will also provide a written explanation of the reasons for our decisions regarding your request(s).

(f) Right to Non-Discrimination

You have the right not to receive discriminatory treatment for exercising the privacy rights conferred by law. We will not discriminate against you because you exercised any of your privacy rights, including, but not limited to, by: denying goods or services to you; charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties; providing a different level of quality of goods or services to you; or suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

(g) Additional California Disclosures

In the preceding 12 months, we have collected personal information from the following categories identified in Section 2, which are described using the terms identified under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. as amended by the California Privacy Rights Act and implementing regulations (collectively “CCPA”): identifiers, personal information, commercial information, internet or other similar network activity, professional or employment related information, inferences and sensitive personal information. We process these categories of personal information for the purposes identified in Section 2. Finally we may disclose your personal information as described under Section 2. We will retain information in accordance with the “How Long Your Personal Information Is Kept” section below. Your personal information will not be kept for longer than is necessary for fulfilling the purposes listed in this Policy.

We disclose personal information in the following categories: identifiers, personal information, commercial information, internet or other similar network activity, geolocation data, and inferences with service providers. We disclose content posted on our social media platforms (e.g. if a consumer “comments” on a story) with other consumers. Such posts may include information in the category of personal information and identifiers, but the content depends on the individual posts.

In the preceding 12 months, we have not sold the personal information of any consumer for monetary consideration, nor have we shared personal information for cross-contextual behavioral advertising.

In the preceding 12 months, we have not knowingly collected or processed personal information pertaining to children under the age of 16.

5. Advertising and Marketing Choices

We respect your rights in how your personal information is used and shared. We may communicate with you via email, telephone, postal mail, and/or your mobile device about our products and services. If at any time you would like to unsubscribe from receiving future marketing emails, you can email us at support@enfin.com or follow the instructions at the bottom of each applicable email, and we will promptly remove you from those marketing correspondences that you choose to no longer receive. Please note, however, that we may still need to contact you regarding other matters.

6. How Long Your Personal Information Is Kept

We will retain your personal information until the personal information is no longer necessary to accomplish the purpose for which it was provided. We may retain your personal information for longer periods for specific purposes to the extent that we are obliged to do so in accordance with applicable laws and regulations, to protect you, other people, and us from fraud, abuse, an unauthorized access, as necessary to protect our legal rights, or for certain business requirements.

We will delete your personal information when it is no longer necessary for the purpose for which it was collected, or upon your request, subject to exceptions as discussed in this Policy or under applicable law, contract, or regulation.

You can access and update certain personal information we hold about you at any time by logging into your account via the Services.

7. Our Commitment to Data Security

The security of your personal information is important to us. We take various reasonable organizational, administrative, and technical measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. If required by law to do so, we will notify you and/or the relevant supervisory authority in the event of a data breach.

However, we cannot and do not guarantee complete security, as it does not exist on the internet.

8. Where Your Personal Information Is Held

We process personal information on our servers in the United States of America, and may do so in other countries. If you use our Services or otherwise provide us with information from outside of the United States, you expressly consent to the transfer of your data to the United States, the processing of your data in the United States, and the storage of your data in the United States.

We may transfer your information outside of your jurisdiction for processing. While your personal information is held outside of your jurisdiction, it may be accessed by the courts, law enforcement, and national security authorities of the processing jurisdiction.

9. Third Party Links

Our Services may contain links to third-party websites. When we provide links, we do so only as a convenience and we are not responsible for any content of any third-party website or any links contained within. It is important to note that this Policy only applies to our Services. We are not responsible and assume no responsibility for any personal information collected, stored, or used by any third party as a result of you visiting third-party websites. We also advise that you carefully read the privacy notice of any third-party websites you choose to visit.

10. Children's Privacy

Protecting the privacy of the very young is especially important. Our Services are not intended for children under 16 years of age, and we do not knowingly collect personal information from children under 16. In the event that we learn that we have collected personal information from a child under age 16 without verification or parental consent, we will immediately delete that information. If you believe that we might have any information from or about a child under 16, please contact us using the information provided in the "Contact Us" section below.

11. Policy Changes

This Policy may change from time to time. If we need to change this Policy at some point in the future, we will post any changes on the webpage at <https://www.enfin.com/privacy-policy>, so please check this webpage for updates and the most current version of this Policy. If we make a significant or material change to this Policy we will notify you via email. You should check these terms when you use the Site. Your continued use of the Services constitutes acceptance of the most current version of this Policy.

12. Contact Us

If you have any questions about this Policy, please contact us by email at support@enfin.com, call us at [833-586-3677](tel:833-586-3677), or mail us at 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618.

ENFIN PRIVACY NOTICE PURSUANT TO GLBA (GRAMM-LEACH-BLILEY ACT)
[Updated May 2025]

FACTS	WHAT DOES ENFIN CORP. (“ <i>ENFIN</i> ”) DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: • Social Security number and income • account balances and payment history • credit history and credit scores When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons EnFin chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES ENFIN SHARE?	CAN YOU LIMIT THIS SHARING?
<i>For our everyday business purposes—</i> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<i>For our marketing purposes—</i> to offer our products and services to you	Yes	No
<i>For joint marketing with other financial companies</i>	No	We don’t share
<i>For our affiliates’ everyday business purposes—</i> information about your transactions and experiences	Yes	No
<i>For our affiliates’ everyday business purposes—</i> information about your creditworthiness	No	We don’t share
<i>For our affiliates to market to you</i>	No	We don’t share
<i>For nonaffiliates to market to you</i>	No	We don’t share

Questions?	Call toll-free at 833-586-3677 or email us at support@EnFin.com
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WHO WE ARE

Who is providing this notice?	EnFin Corp.
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WHAT WE DO

Why does EnFin protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to your personal information to those employees who need to know this information to perform their job duties. Employees who violate our policies and procedures are subject to disciplinary action.
How does EnFin collect my personal information?	We collect your personal information, for example, when you • give us your income information • provide employment information • provide account information • show your driver's license or government issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

DEFINITIONS

<i>Affiliates</i>	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include nonfinancial companies such as Axia Solar Corp., Hanwha Q CELLS Americas Holdings Corp. and Hanwha Q CELLS America Inc.
<i>Nonaffiliates</i>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • EnFin Corp. does not share with nonaffiliates so they can market to you.
<i>Joint marketing</i>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • EnFin Corp. does not jointly market.

Other Important Information

California Residents. We will not disclose information we collect about you to unaffiliated companies, except as permitted by law.

Nevada Residents. We are providing you this notice pursuant to Nevada law. You may be placed on our internal Do Not Call List by calling 833-586-3677 or email us at support@EnFin.com. Nevada law requires that we provide contact information for the state's Bureau of Consumer Protection to all consumers that do business with us. The contact information for the Bureau of Consumer Protections, of the Office of the Nevada Attorney General, is provided below:

Address: 100 North Carson Street, Carson City, Nevada 89701

Phone number: 775-684-1100

Email: BCPINFO@ag.state.nv

North Dakota Residents. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing, without your authorization.

Vermont Residents. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, or credit report to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at [EnFin GLBA Privacy Notice](#) or call 833-586-3677 or email us at support@EnFin.com.

EXHIBIT D

EnFin Grid Service (Virtual Power Plant) Program: Customer Participation Agreement

Thank you for your interest in EnFin Corp.'s, (together with its affiliates "EnFin", "we" or "us") Grid Service Program (the "Program"). By agreeing to the terms of this Customer Participation Agreement ("VPP Agreement") and participating in the Program, you ("Participant") can help reduce stress on and stabilize your local power grid during times of high energy demand in your area by powering your home with energy stored in your qualified battery system of the type specified in Section 1.a. below ("System") instead of from the grid.

The Program is open to all residential customers located within the territory of a qualifying utility or load serving entity (each a "Utility" and together the "Utilities") who have one or more Systems that EnFin or its Partners (as defined in Section 1) can remotely control during a Grid Event, which is defined as any event in which EnFin and its Partners operate the system to optimize your Home's energy production and consumption for testing or participation in eligible programs, including but not limited to demand response, government technology rebates, performance incentives, bill management opportunities, or other utility-based or wholesale electricity market programs designed to support the reliability of the local electric grid (each, a "Grid Event"). EnFin may, from time to time, adjust the list of Utility territories that are eligible for participation in the Program. Within this Exhibit, your solar lease or PPA (whichever applicable) between you and EnFin is the "TPO Agreement" and any references to "Agreement" shall mean this VPP Agreement, not the TPO Agreement.

By signing below, you acknowledge that you have read this VPP Agreement and agree to be legally bound by its terms.

1. **Eligibility.** EnFin, its affiliate Hanwha Q CELLS America Inc., and its designated partners (collectively "Partners") in its sole discretion shall determine Participant's eligibility to participate in the Program. Eligibility requirements include:
 - a. Participant must own a qualified battery system, including Q.HOME CORE and potentially other battery systems in the future. Participant's System must be installed and connected with a web-based remote monitoring system during the Program Term (as defined in Section 4 below).
 - b. Participant must be located in a Utility's service territory.
 - c. Participant must receive electric service on a residential rate schedule.
 - d. Participant has a Utility-approved electric smart meter.
 - e. Participant is not simultaneously enrolled in another demand response program offered by a Utility, third-party demand response provider or community choice aggregator ("CCA"). If Participant is enrolled in a competing program, Participant must first unenroll from such program and then enroll exclusively in the Program.
 - f. Participant must not have previously enrolled in the EnFin Grid Services Program (including through a different marketing and/or installer channel).
 - g. Participant must be at least 18 years of age.
 - h. Participant expressly authorizes EnFin and its Partners to access and use Participant's electric consumption and other Utility data, which may be obtained directly or indirectly by EnFin or its Partners from your local electric utility or electric provider, to facilitate enrollment and participation in the Program, or as otherwise disclosed in applicable privacy policies.
 - i. If required, Participant shall complete a utility data sharing authorization that will authorize EnFin or its Partners to access Participant's Utility data by registering through a webpage link that may be provided by EnFin or its Partners.

2. **Authority.** Participant may not participate in the Program unless Participant has the authority to control the System and is the “Customer of Record” for the Utility account associated with the address at which the System is installed. By accepting these Terms, Participant represents that Participant has authority to control the System and is the Customer of Record in that manner, and that EnFin and its Partners can rely on those confirmations in connection with the Program.
3. **Participant System Control Requirements.** By accepting this Agreement, Participant grants EnFin and its Partners remote access to control the System automatically and charge and/or discharge the System during a Grid Event. Other than Participant’s own operation of the System, EnFin and its Partners will have exclusive access to the System. Participant will have the ability to set a minimum level of charge as a backup reserve (“Backup Reserve”), but Participant agrees that such Backup Reserve setting will not exceed 20%. EnFin will not draw Participant’s System’s state of charge (SOC) below Participant’s designated Backup Reserve and will not discharge Participant’s System when the state of charge is below the Backup Reserve. Except for honoring Participant’s Backup Reserve, EnFin may charge or discharge the Participant’s System at any time and to any level.
4. **Program Term.** The “Program Term” begins upon the Participant’s execution of this Agreement and successful enrollment of the System into the Program (the “Enrollment Date”) and shall continue until the expiration of the TPO Agreement for the System. Participant may terminate this Agreement only by terminating the TPO Agreement for the System pursuant to any applicable provisions provided in the TPO Agreement.
5. **Grid Events.** Grid Events will be triggered at the discretion of EnFin and its Partners and without notice to the Participant. Grid Events may be triggered the day before, or immediately preceding the Grid Event, and the Grid Event hours can be at any time of day. Each event is typically 1 - 4 hours, however, the duration of Grid Events may change over time as the design of grid support programs evolve. EnFin will call Grid Events as frequently as is required to meet the requirements of local grid services programs that EnFin participates in to support the grid.
6. **Compensation.** As consideration for the Participant’s participation in the Program, EnFin will compensate the Participant as follows:
 - a. Participant recognizes and acknowledges that the contract price of the TPO Agreement offered to Participant for the System or Systems has already been adjusted to reflect the value of Grid Events and participation in the Program is a precondition of the price afforded to Participant.
 - b. Within 30 days after the Enrollment Date, as appreciation of your support of the Program and commitment to grid stability, EnFin will send to Participant (via the e-mail address provided by Participant during the enrollment process) an electronic prepaid Visa Reward Card (a “Program Gift Card”) in the amount of \$100.00 for enrolling a System. Participant shall be solely responsible for reviewing and complying with the Visa Inc. cardholder agreement and all terms and conditions of use (including expiry terms) that are applicable to the Program Gift Card. Users will forfeit any unused funds after the expiration term stated for the Program Gift Card.
 - c. EnFin and its Partners may receive compensation as a result of your participation in the Program including, but not limited to load shifting, capacity, voltage management, frequency regulation, or any other use of the System energy within the parameters described in Section 3 above. In exchange for EnFin’s ability to control the System and receive compensation as a result of your participation in the Program, you will receive the above-stated Program Gift Card(s). You hereby agree that the Power Purchase Agreement and the Program Gift Card(s) is full and sufficient consideration for your participation in the Program and You waive any and all claims to further compensation from EnFin or any third party for the duration of the System(s) useful life.

- d. ALL REWARDS ARE PROVIDED “AS-IS.” NEITHER ENFIN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPANT’S USE OR MISUSE OF ANY PROGRAM GIFT CARD.
7. **Participant System Data and Other Information.** Participation in the Program involves EnFin and its designated partners having access to certain Participant personal identifiable information and energy use data, including but not limited to, Participant’s name, address, energy usage, utility account number, System information, data generated from the Program and other personal information, collectively referred to as “Data”. Participant agrees that EnFin and its employees and representatives, as well as its designated partners, may collect, use, store, and disclose the Data in accordance with EnFin’s privacy policy located on our website at <https://www.enfin.com/privacy-policy/> (which privacy policy terms shall be considered part of this Agreement). Participant further authorizes EnFin to provide any Data to the applicable Utilities upon its request or as otherwise required by law.
8. **CONTACTING YOU; CALL RECORDING.** Participant agrees that EnFin, and its employees and representatives, as well as its Partners (collectively, the “Communicating Parties”), may communicate with Participant using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to the Program and this Agreement. You agree that the Communicating Parties may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to the Communicating Parties. You also agree that the Communicating Parties may communicate with you by email, which may include marketing related emails, at any email address you have provided or provide to the Communicating Parties. You understand and agree that the Communicating Parties may always communicate with you in any manner permissible by law that does not require your prior consent. You understand that anyone with access to your telephone or your email account may listen to or read these communications, including text messages and voicemail messages.
- a. **You agree that the Communicating Parties will not be liable for anyone accessing the communications or for any charges that you incur in connection with any communications.**
- b. **You agree to notify us immediately if any information you have provided to us changes, such as if you change telephone numbers, email addresses or are no longer the subscriber or usual user of a telephone number that you have given to the Communicating Parties. You agree that the Communicating Parties may monitor and record your telephone calls and other communications with the Communicating Parties.**
- c. **To revoke your consent for calls or text messages made with an automatic telephone dialing system and/or prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you may write to us at contractinquiries@enfin.com or Hanwha Q CELLS America Inc., 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618, Attention: Energy Service Development. To stop receiving marketing emails, you may contact us as set forth above or follow the opt-out instructions provided at the bottom of any such email (if applicable).**
9. **No Warranty; Disclaimer.** EnFin expressly disclaims all warranties of any kind relating to the Program, whether express, implied or statutory including but not limited to any implied warranties for conditions, merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights.
10. **Indemnification; Limitation of Liability.** In no event will EnFin or its Partners indemnify you for any loss or injury to you or your property caused by this Agreement or the Program. In no event will EnFin or its Partners be liable for any direct, indirect, incidental, special or consequential damages arising in connection with the Program, including but not limited to reduced charging of the System during a power outage that causes a loss of power, or any other

loss of power for whatever reason. If Participant is dissatisfied with the Program, any of the terms of this Agreement, or believes EnFin has breached this Agreement in any way, Participant's sole and exclusive remedy is to discontinue participation in the Program by terminating the TPO Agreement for the System pursuant to any applicable provisions provided within the TPO Agreement.

11. **Termination By EnFin.** EnFin and its Partners have the sole discretion to terminate a Participant's participation in the Program at any time without cause by providing Participant written notice of termination.

12. **General.**

- a. *Entire Agreement.* This Agreement is the entire agreement between EnFin and Participant concerning the Program's eligibility and participation requirements.
- b. *No Assignment.* This Agreement may not be assigned by Participant without EnFin's prior written consent.
- c. *Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.
- d. *Survival.* Termination of Participant's enrollment in the Program will not affect the obligations and rights under this Agreement which are intended to survive such termination.
- e. *CPUC Jurisdiction.* This Agreement shall be subject to all legal and regulatory requirements applicable to the Program (including, without limitation, any decisions, orders or rules of the CPUC).
- f. *Governing Law.* Except as set forth in the Arbitration Provision below, this Agreement is governed by the laws of the State of California.
- g. *Amendments.* This Agreement may be changed by EnFin unilaterally and in its sole discretion from time to time by posting the amended Terms on the Program webpage and by providing notification of the amended Terms to Participant by email. The amended Terms will be effective on the date specified in the respective posting.

13. **Arbitration Requirement and Class Action Waiver.**

PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. YOU, THE BUYER, CAN OPT OUT OF THE ARBITRATION PROVISION AS DESCRIBED IN SUBPART "b" BELOW.

- a. **General:** This Arbitration Provision describes when and how a Claim (defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of a neutral person (the "Arbitrator") instead of in court in front of a judge and/or jury. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), not by any state arbitration law. Solely for purposes of this Arbitration Provision, "EnFin" means (1) EnFin Corp., 2) Hanwha Q CELLS America Inc., 3) each of its subsidiaries, affiliates, successors, subcontractors and assigns, and any of their employees, officers, directors and agents; and (4) any other third party that you name along with EnFin as defendants in a single proceeding.
- b. **Opting-Out:** If you do not want this Arbitration Provision to apply, you must send to us a written notice which specifies your name and address, identifies this Agreement, and states that you opt out of the Arbitration Provision. The notice must be signed by you and sent by mail (not electronically) to Hanwha Q CELLS America Inc., Attn: ARBITRATION, 300 Spectrum Center Drive, Suite 500, Irvine, CA 92618. The notice must be postmarked within thirty (30) days after your execution of this Agreement. Opting out will not have any other effect on this Agreement. If you don't opt out, the Arbitration Provision will be effective as of the date of your execution of this Agreement.

- c. **Disputes Subject to Arbitration:** You or EnFin may elect to have Claims arbitrated rather than resolved in court. “Claim” means any past, present or future claim, dispute or controversy between you and EnFin that arises from or relates to this Agreement. “Claim” broadly includes, without limitation: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; (4) disputes about (a) information you gave EnFin or facts that occurred before the date of your execution of this Agreement, (b) products or services provided or work performed by EnFin, (c) communications, solicitations or disclosures concerning this Agreement, and (d) financing, payments or the collection of monies owed and the manner of collection; and (5) disputes arising from the relationship(s) between you and EnFin resulting from any of the foregoing.
- d. **Disputes Not Subject to Arbitration:** Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) Either you or EnFin may bring an action in small claims court (or an equivalent court), but if the dispute is transferred, removed, or appealed to a different court, you or EnFin may elect to compel arbitration; and (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof, which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the Arbitrator, not a court, to decide. Also, you or EnFin may (1) exercise any lawful rights to preserve or obtain possession of property or self-help remedies; (2) obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration); or (3) bring an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.
- e. **Starting or Electing Arbitration:** You or EnFin may (a) start an arbitration by filing a demand with the arbitration administrator pursuant to its rules, or (b) require arbitration of a Claim filed in court by filing a motion to compel arbitration. Even if you and EnFin have chosen to litigate a Claim in court, either party may elect arbitration of a new Claim or of a Claim made by a new party in that or any related or unrelated lawsuit.
- f. **Choosing the Administrator:** The party commencing the arbitration may select either the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), www.adr.org, or JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614 (1-800-352-5267), www.jamsadr.com, to administer the arbitration under their consumer rules. If AAA and JAMS cannot serve, and the parties cannot agree on an alternative, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Provision. Any Arbitrator must be a practicing attorney with ten (10) or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator’s rules.
- g. **Jury Trial Waiver:** IF YOU OR ENFIN ELECT TO ARBITRATE A CLAIM, YOU AND ENFIN WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT BEFORE A JUDGE OR A JURY.
- h. **Class Action Waiver:** ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. IF ARBITRATION IS ELECTED, NEITHER YOU NOR ENFIN WILL HAVE THE RIGHT TO: (1) PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; OR (2) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION. ALSO, ABSENT THE WRITTEN CONSENT OF ALL PARTIES, NEITHER YOU NOR ENFIN WILL HAVE THE RIGHT TO JOIN OR CONSOLIDATE A CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY. An

arbitration award shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration. No arbitration administrator or arbitrator shall have the power or authority to waive or modify this Section.

- i. **Location and Costs:** Any in-person hearing must take place at a location reasonably convenient to the parties or as otherwise agreed to by the parties or ordered by the Arbitrator. The parties shall pay filing, administrative and Arbitrator fees in accordance with the administrator's rules. However, if you notify EnFin in writing that you cannot pay your share of the fees and could not obtain a fee waiver from the administrator, and if your request is reasonable and in good faith, EnFin will pay or reimburse you for all or part of your fees. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If EnFin prevails in an individual arbitration that either you or EnFin commenced, EnFin will not seek to recover its fees or costs from you. However, if the Arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the Arbitrator may award fees and expenses reasonably incurred by the other party if they could be imposed under Federal Rule of Civil Procedure 11.
- j. **Law Applied.** The Arbitrator shall apply applicable substantive law consistent with the FAA and statutes of limitations and claims of privilege. The Arbitrator may award all remedies that would apply in an individual court action, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim).
- k. **Arbitration Award:** At the timely request of either party, the Arbitrator shall provide a written explanation for the award. The award shall be final and binding, except for any appeal rights under the FAA, and may be entered as a judgment by any court having jurisdiction. Any finding, award or judgment from the arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.
- l. **Survival and Conflict:** This Arbitration Provision binds you and your heirs, successors and assigns, and EnFin and its successors and assigns. This Arbitration Provision shall survive (1) the payment of amounts owed under this Agreement; (2) any sale, assignment or transfer of the Program or this Agreement by EnFin; (3) any bankruptcy if consistent with applicable bankruptcy law; (4) any default or breach; (5) termination or expiration of this Agreement or the Program and/or Participant's withdrawal from the Program; and (6) work performed or services provided under this Agreement. If this Arbitration Provision conflicts with the applicable arbitration rules or the other provisions of this Agreement, this Arbitration Provision shall govern.
- m. **Severability:** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, except that: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

14. **DATA AUTHORIZATION TERMS.** These Data Authorization Terms allow you or the entity you represent to exercise your right to disclose your Energy Usage Information (as defined below) and certain Personal information (as defined below) that has been provided to EnFin to its Partners for the purpose of providing grid services to you directly or

through an authorized partner (i.e., through participation in the EnFin Grid Service Program). These Data Authorization Terms are a binding legal agreement between you and EnFin. Please read these Data Authorization Terms carefully. By connecting and authorizing your applicable utility account and enrolling in the Program, you acknowledge that you have read, understood, agree with and accept these Data Authorization Terms.

- a. **Demand Response Provider Authorization:** You authorize EnFin and its Partners to act as your grid services provider, or to act as your agent to authorize a demand response provider or similar on your behalf, and perform or authorize demand response activities and related ancillary services for the purpose of providing flexibility to the electric grid, including reducing or increasing energy demand in response to a signal or pricing mechanism.
- b. **Prohibited Resources:** You must not use any distributed generation technology using diesel, natural gas, gasoline, propane, or liquefied petroleum gas (collectively, "Prohibited Resources") to reduce load during any demand response activity or event. You acknowledge and assent that you do not have any Prohibited Resources on-site at your residence and will not use any Prohibited Resources in the event you introduce or bring Prohibited Resources on-site in the future. If you introduce or bring Prohibited Resources on-site at your residence, EnFin reserves the right to disconnect your account and access to any demand services provided by EnFin and its Partners or a demand response provider authorized in accordance with these Data Authorization Terms. If you are a non-residential customer (either an individual or entity), you must complete and sign a [customer attestation form](#).
- c. **End Customer Data Collection and Use.**
 1. You authorize EnFin and its Partners to collect any usage or consumption data obtained through your utility's metering infrastructure, which includes energy meters and related systems, ("Energy Usage Data"), which may be associated with any information that can reasonably be used to identify you, your family, household residence, or non-residential customer, such as your first and last name, address, phone number, email address and account information ("Personal Information") and other non-personal information, such as rate schedules, from the applicable utility for the purposes listed in Section 14(c)(3) below. Energy Usage Data and Personal Information are collectively referred to as "End Customer Data". All End Customer Data will be processed in accordance with these Data Authorization Terms and EnFin's Privacy Policy, available at: <https://www.enfin.com/privacy-policy>.
 2. You authorize EnFin and its Partners to act as your agent to automatically revoke the transmission of End Customer Data from your utility to EnFin and its Partners on your behalf upon your disenrollment from the demand response service or program.
 3. EnFin and its Partners will use End Customer Data for a variety of purposes including the following:
 - i. to provide demand response, generation, and/or grid services;
 - ii. to build data models to administer and improve demand response, generation and grid services;
 - iii. to send information including confirmations, alerts and support and administrative messages;
 - iv. to respond to and resolve invoicing or billing disputes; and
 - v. to communicate with you through email or any other medium that you have authorized to provide you with information, updates and marketing about EnFin and our Partners' services.
 4. EnFin and its Partners may aggregate your Energy Usage Data with that of other end customers in various formats so your Energy Usage Data becomes anonymous and cannot personally identify you. EnFin and its Partners use this information for various analysis, reporting and program

management purposes. This aggregated information is not considered Energy Usage Data or Personal Information and may be shared with third parties EnFin and its Partners do business with.

- d. **Sharing Your End Customer Data:** EnFin and its Partners will not rent, sell or share your End Customer Data with other people or non-affiliated third parties, except with your consent or as necessary to provide grid services as authorized by you in these Data Authorization Terms. EnFin and its Partners may provide limited access to some of your End Customer Data to the following types of third parties:
1. **Authorized Partners for Demand Services Programs.** EnFin and its Partners are engaged by and collaborate closely with various utilities, demand response services aggregators, and other partners to provide demand response services to end customers.
 2. **Service Providers.** EnFin and its Partners work with a wide range of third-party providers, notably database administrators, cloud computing services, advertising services, data analysts, application service providers, connected home service and device providers, and other non-governmental organizations. EnFin does not authorize these service providers to use or disclose your End Customer Data, except in connection with providing their services or for the purpose of assisting EnFin to provide services to you.

Homeowner's Name:

Co-Signer's Name (if any):

Signature:

Signature:

Date:

Date:



Service & Repair Benefits

EnFin wants to ensure that your solar system continues to generate the optimal energy throughout its life. That's why we have partnered with Omnidian for the professional monitoring and hassle-free service management of your system.



How is my system maintained after it is installed?

EnFin's Smart Energy Monthly Levelized PPA includes repairs and maintenance for your solar system. Omnidian is EnFin's service partner, and you will hear directly from Omnidian by phone and email if they detect any issues with your system's performance.



Proactive Monitoring

Omnidian's AI-powered technology and solar experts begin monitoring the performance of your solar system once it has been energized.



Service Management

If your solar system requires onsite service, Omnidian's team will coordinate the technician's visit and manage the repair until it is complete.



Intelligent Issue Detection

If Omnidian detects an issue, Omnidian's team will contact you to remotely troubleshoot and will notify you of temporary conditions, such as snow.



Five-Star Customer Support

Omnidian's live US-based solar experts are available by phone, chat, and email seven days a week for questions about system performance.



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By initialing this document, you are acknowledging receipt of this explanation of your Service & Repair Benefits. This document does not supersede any details of your contract with EnFin. Omnidian is contracted by EnFin to monitor and service solar systems and does not have a direct contract or obligation to any party who has a Smart Energy Monthly Levelized PPA contract with EnFin.

What happens next?

You will continue to work with EnFin and their partners through the design, engineering, and installation process. After your system has been installed and is activated, Omnidian will be there to monitor your system's performance and manage any service needs.

1

EnFin Proposal Signing

EnFin has included repairs and maintenance for your solar system, powered by Omnidian, as part of your Smart Energy Monthly Levelized PPA.

3

Solar System Permission to Operate

Once your system receives approval from your utility and is activated, EnFin will provide Omnidian with the final system details.

2

Finalize Design & Solar Installation

EnFin's team and partners will guide you through the design, engineering, and installation process.

4

Omnidian Email Communications

Omnidian will send you an email when your system is connected to our proactive monitoring technology and will notify you of any issues.

Let's Connect

If you have any questions about your system's performance, please reach out to us:



866.970.1109



support@EnFin.com

Omnidian.com



This system offset is _____. I attest that the information provided for my historical and/or future energy needs to be accurate when sizing my solar system and I understand that if my energy needs don't increase as expected, I will be paying for power that I'm not using. EnFin has no obligation to do any independent investigation of the accuracy or validity of these representations, and shall bear no responsibility or liability if my energy needs don't increase as expected, except as provided in the Agreement.

Homeowner's Name: _____

Co-Homeowner's Name (if any): _____

Signature: _____

Signature: _____

AFFIRMATIVE CONSENT FOR ACCESS, MONITORING, AND MAINTENANCE OF YOUR SOLAR SYSTEM

You, as the Homeowner(s), understand that EnFin partners with our affiliates and third parties (as needed), including, but not limited to, Omnidian, Inc., for purposes of maintenance, service, and repair of your Solar System (including battery) after installation. See Omnidian's Service & Repair Benefits provided attached.

In order to provide you with maintenance, service, and repair of your Solar System (including battery) after installation, by signing below, you are providing your affirmative consent to EnFin, our affiliates, and our third parties to access, monitor, and maintain your Solar System.

Homeowner's Name:

Co-Signer's Name (if any):

Signature:

Signature:

Date:

Date: