

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Shared Net Energy Billing Program Subscription Agreement (“Agreement”) is entered into as of (the “Effective Date”) by and between Rumford Park Solar, LLC and its agents, successors, and assigns (the “Project Sponsor”) and you, the Customer, located at Service Address (s) the “Subscriber” (individually, a “Party” and collectively, the “Parties”). Project Sponsor and the Authorized Designee shall operate and maintain a Project in the Electric Utility’s service territory as Subscriber’s Service Address. The Maine Public Utilities Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for purchasing the Percentage Allocation of the Project. By signing the Customer Disclosure Form, Subscriber agrees to the terms and conditions below.

2. **DEFINITIONS.**

a. “Agreement” means this Shared Net Energy Billing Subscription Agreement;

b. “Authorized Designee of the Project Sponsor” or “Authorized Designee” means ProjectEconomics, Inc. dba PowerMarket or any other agent the Project Sponsor may designate.

c. “Bill Credits” means the monetary value of the kilowatt-hour (kWh) credits applied to the Subscriber’s Electric Utility bill. Bill Credits are calculated by taking the Percentage Allocation multiplied by the total kWh generation of the Project multiplied by Subscriber’s Retail Rate on a per month basis for the Service Classification applicable to Subscriber;

d. “Bill Period” means one (1) calendar month, commencing from COD;

e. “Commercial Operation Date” or “COD” means the date upon which the Project is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;

f. “Effective Date” means the date this Agreement was executed;

g. “Electric Utility” means a utility in Maine that provides Subscriber with electricity service;

h. “Energy Attributes” means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project of any kind.

i. “Excess Generation” means the number of kWhs generated by the Project and supplied by the Project Sponsor to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the Project Sponsor during such Bill Period;

j. “Force Majeure” means any event or circumstance beyond the reasonable control of Project Sponsor or the Authorized Designee and not resulting from Project Sponsor’s or the Authorized Designee’s negligence.

k. “Kilowatt Allocation” means, prior to the Commercial Operation Date, the number of kWhs of the Project Capacity allocated to Subscriber;

l. “kW(s)” means one-thousand (1,000) watts of electrical power;

m. “kWh(s)” means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

n. “Monthly Subscription Payment” is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Project in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate.

o. “Percentage Allocation” means, i. prior to the Commercial Operation Date, the percentage of the Project Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project Capacity; or

ii. subsequent to the Commercial Operation Date, the percentage of the Project’s Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

p. “Project” means the community solar project from which Subscriber purchases the Percentage Allocation;

q. “Project Capacity” means the nameplate capacity in kWhs of the Project;

r. “Project Sponsor” means a non-residential customer of the Electric Utility that owns or operates the Project;

s. “Renewal Term” is defined in Section 3;

t. “Service Address” means the metered service address where Subscriber receives electric service;

u. “Shared Net Energy Billing Program” means the Maine Shared Net Energy Billing program authorized by the Maine Public Utilities Commission Order establishing a net energy billing and shared solar program (Docket Number 2019-00197), as amended and administered by the Electric Utility;

v. “Subscriber” means the person or persons identified in this Agreement as purchasing the Percentage Allocation, and which is an electric service customer of the Electric Utility;

w. “Subscriber’s Data” is defined in Section 4(e);

x. “Subscriber Eligibility Criteria” is defined in Section 4(c);

y. “Subscription Rate” means the price per kWh charged by the Project Sponsor to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Retail Rate applied to Subscriber’s Electric Utility Bill multiplied by ninety percent (85%), including applicable taxes.

z. “Tariff” means the Electric Utility’s Schedules for electric rates, as filed with the Maine Public Utility Commission annually, as amended or superseded from time to time;

3. TERM. The Agreement shall commence on the Commercial Operation Date and continue for twenty (20) years (the "Term"). Thereafter, this Agreement shall automatically renew for one (1) year terms (the "Renewal Term") until either Party provides a written notice of termination.

4. PURCHASE OF ALLOCATION; ELIGIBILITY.

a. Bill Credits. Project Sponsor agrees to sell to Subscriber and Subscriber agrees to purchase from Project Sponsor, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits. Bill Credits shall be applied to Subscriber's Electric Utility bill no more than once per calendar month.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.

c. Subscriber Eligibility. Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) Subscriber's competitive electricity provider agrees to participate in the Shared Net Energy Billing Program (as applicable); (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff; (v) Subscriber is creditworthy, as determined by the Project Sponsor in its sole and absolute discretion, at the time this Agreement is executed; and (vi) Subscriber has provided the Project Sponsor with requisite bank account, credit card or debit card payment information prior to the first Bill Period, as may be required.

d. Subscriber Authorization. Subscriber authorizes the Project Sponsor, Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Project Sponsor in connection with the Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by Project Sponsor, the Electric Utility, or a governmental authority having jurisdiction over the Shared Net Energy Billing Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Project Sponsor to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period, Subscriber shall pay to the Project Sponsor the "Monthly Subscription Payment" for the entire Term and any Renewal Term.

b. Invoicing. Commencing no more than fifteen (15) days after the first Bill Period, the Project Sponsor shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments through an "automatic transfer of funds" prior to the invoice due date using the bank account, credit or debit card information Subscriber previously provided to the Project Sponsor. Notwithstanding the foregoing, Project Sponsor may accept other forms of payment. In the event Subscriber's Monthly Subscription Payment is refused or returned by its bank, credit, or debit card company, a fee of twenty-five (\$25) dollars, but no more than the maximum permitted by law, shall be assessed in each instance.

c. Project Sponsor Adjustments. Subscriber hereby consents to the Project Sponsor modifying the Percentage Allocation at its sole discretion, provided such modifications comply, in all respects, with applicable law. The Project Sponsor does not guarantee, and Subscriber acknowledges that the Project Sponsor does not guarantee the amount of electrical energy the Project will produce or the monetary value of the Bill Credits.

6. TAXES.

a. Federal Tax Matters. Subscriber and Project Sponsor agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber's relationship to the Project Sponsor and/or Project.

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Project or the Project Sponsor if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of Maine;

ii. The Parties have full legal capacity to enter into and perform this Agreement;

iii. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

iv. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;

v. This Agreement constitutes a legally valid and binding obligation enforceable against the Project Sponsor and Subscriber in accordance with its terms; and

b. Project Sponsor. The Project Sponsor represents, warrants, and covenants to Subscriber:

i. Project Sponsor is authorized to (A) enter into this Agreement with Subscriber, (B) operate the Project, (C) participate in the Shared Net Energy Billing Program including with the Electric Utility, and (D) take all other necessary and appropriate action on to satisfy its obligations to Subscriber;

ii. The Project Sponsor has, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project;

iii. The Project Sponsor will perform its obligations under this Agreement, and otherwise comply with all provisions of the Shared Net Energy Billing Program and the Tariff in good faith and in accordance with industry standards.

c. Subscriber. Subscriber represents, warrants, and covenants to the Project Sponsor and Authorized Designee:

i. Subscriber is able to pay the Monthly Subscription Payment;

ii. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Disclosure Statement of this Agreement are true, accurate, and complete;

iii. Subscriber agrees not to install or procure any other on-site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

iv. Subscriber has provided its consent for the Project Sponsor to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Project Sponsor will be true, accurate, and complete;

v. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;

vi. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8.

vii. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation

will not be treated and are not intended to be treated as a security under the Securities Act of 1933;

viii. Subscriber acknowledges and agrees that the Project Sponsor does not guarantee the Project's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the Project Sponsor;

ix. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;

x. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the Project Sponsor concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;

xi. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized Designee, Project Sponsor or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the Project Sponsor in connection with this Agreement constitutes legal, tax, or financial advice;

xii. Subscriber acknowledges and agrees it will promptly notify the Project Sponsor of any changes in Subscriber's Data; and

xiii. Subscriber's "automatic transfer of funds information" provided to the Project Sponsor is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;

8. TERMINATION.

a. Termination For Convenience. Subscriber may terminate this Agreement at any time by providing no less than sixty (60) days' written notice to the Project Sponsor.

b. Termination Due to Ceasing as an Electric Utility Customer. If at any time Subscriber ceases to be an Electric Utility customer eligible to purchase the Percentage Allocation and receive the Bill Credits from the Project for any reason, Subscriber may terminate this Agreement by providing no less than sixty (60) days' written notice to the Project Sponsor of Subscriber's intent to terminate. Upon Subscriber's notice of termination and following Subscriber's execution of any documents necessary to reflect such termination, including the assignment of Subscriber's Percentage Allocation to the Project Sponsor, the Project Sponsor shall terminate this Agreement and release Subscriber from any further obligations.

c. Termination; Other. Subscriber may also terminate this Agreement without a fee under the following circumstances:

i. Upon the expiration of the Term or any Renewal Term by providing the Project Sponsor with sixty (60) days prior written notice thereof.

ii. If the Subscriber is a natural person and the Subscriber is the sole Electric Utility account holder, then in the event of Subscriber's death.

iii. If the Subscriber submits to the Project Sponsor a written Notice of Cancellation in the form attached hereto as Exhibit A prior to midnight on the third (3rd) business day after the Effective Date of the Agreement.

d. Effect of Termination. Upon termination of this Agreement the Project Sponsor shall notify the Electric Utility to stop any future Bill Credits from being allocated to the Subscriber, which may take one to two months to effectuate: Notwithstanding, the Subscriber shall be responsible for the payment for any Bill Credits the Subscriber received, but unpaid prior to termination. In the event Subscriber does not provide adequate notice of their termination as set forth herein, Subscriber shall be responsible for the payment of all Bill Credits received until such time the Subscriber is removed from the Project.

9. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the Project Sponsor may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, provided Subscriber is not in default of this Agreement. The Project Sponsor may transfer this Agreement to another Project, by sending written notice to Subscriber. The Project Sponsor may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days;

ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

iii. A Party has provided false or misleading financial or other information to enter into this Agreement;

iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or

v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Project Sponsor may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's Shared Net Energy Billing Program account. The Project Sponsor agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law.

The Project Sponsor may terminate the agreement and replace the defaulting subscriber, which will not waive payments owed or default fees.

11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, the Authorized Designee or Project Sponsor are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, the Project Sponsor shall not be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Project Sponsor gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE, OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROJECT SPONSOR'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MAY NOT EXCEED SUBSCRIBER'S ANNUAL MONTHLY SUBSCRIPTION PAYMENT AND THE OBLIATIONS HEREUNDER ARE SOLEY THOSE OF THE PARTIES HERETO AND THERE SHALL BE NO RECOURSE ARISING UNDER OR RELATING TO THIS AGREEMENT AGAINST ANY OFFICER, DIRECTOR, MEMBER, EMPLOYEE OR AFFILIATE OF EITHER PARTY IN CONTRACT, TORT OR OTHERWISE.

c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE PROJECT SPONSOR AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROJECT SPONSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR ITS OBLIGATIONS HEREUNDER. THE PROJECT SPONSOR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROJECT SPONSOR DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the

provisions of this Agreement, 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 Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Project Sponsor arising out of or in connection with this Agreement, the Parties shall first use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Project Sponsor by telephone or in writing at the contact information provided in the Disclosure Statement. The Project Sponsor agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) days and a response to such inquiry within fourteen (14) days. A dispute, disagreement, or claim may be submitted by either Party at any time to the Maine Public Utilities Commission by visiting their website at <https://www.maine.gov/mpuc/electricity/renewables/>, or by calling 1 (800) 452-4699.

h. Waiver of Jury Trial; No Class Action. EACH OF THE PARTIES, BY SIGNING THIS AGREEMENT, HEREBY WAIVES THE RIGHT TO A JURY TRIAL. IN ADDITION, EACH PARTY AGREES THAT IT MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

b. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

c. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto and the Project Sponsor.

d. Amendments. This Agreement may not be amended except under the following circumstances:

i. The Project Sponsor may amend Subscriber's Percent Allocation without the prior written consent of Subscriber at any time as provided in Section 5(c).

ii. Unless otherwise provided in this Agreement, if three (3) months or more have elapsed since the Commercial Operation Date, this Agreement may only be amended in writing and signed by both Parties hereto.

e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns and in the event of conflict with any other provisions, the terms of this Agreement shall control.

f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

g. Governing Law. The Agreement is made in the state of Maine and will be governed by Maine law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of the Project and Subscriber agrees to submit to the personal jurisdiction of the Maine state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through an Adobe Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Disclosure Statement, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this contract within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.

k. Communication. By executing this Agreement, the Subscriber consents to the Project Sponsor and any person or entity acting on the Project Sponsor's behalf to communicate with the Subscriber, in connection with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The Project Sponsor and any person or entity acting on the Project Sponsor's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or pre-recorded voice messages, SMS or text messages, telephone or email. Project Sponsor may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

EXHIBIT A-1

(Project Sponsor Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date You signed the Contract).

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE 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 Rumford Park Solar (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Rumford Park Solar at emi@powermarket.io, with a copy to jconroy@emienergy.com, or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than **THREE BUSINESS DAYS** from the date You signed the Contract.

I, _____ **HEREBY CANCEL THIS TRANSACTION** on _____ 20__.

Customer’s Signature:

Customer’s Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date You signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE 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 Rumford Park Solar (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider 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 Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Rumford Park Solar at emi@powermarket.io, with a copy to jconroy@emienergy.com, or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20__.

Customer’s Signature:

Customer’s Signature:

Electronic Signature Section. By affixing your electronic signing below, the account holder(s) acknowledge(s) that they have received, read and agree to the incorporated "Terms and Conditions" on Page 2 of this form and confirm(s) the accuracy of the information provided above on this form.

Subscriber Name (Print) _____

Subscriber Signature _____

Date _____