

Contractor Compliance Agreement

In order to establish and maintain projects' consistent technical and financial performance, Inclusive Prosperity Capital, Inc. (IPC) may, in its sole discretion, impose probation, suspension, or termination of Eligible Solar Contractors' eligibility to participate in any or all of IPC's financing programs (Program) at any time if Program requirements are not met, or for misconduct, improper, or illegal behavior in connection with the Program or any other IPC program, such behavior includes, but is not limited to:

- Excessive property owner complaints regarding customer service;
- Failure to ensure that all employees and subcontractors are properly licensed according to applicable state law and adhere to the requirements of the Program;
- Improper incentive activity, including, but not limited to, failure to pass 100% of applicable rebate(s) as a reduction of upfront project cost to the property owner;
- Misrepresentation of system functioning, including, but not limited to:
 - Submitting inaccurate contracts;
 - Submitting inaccurate site plans;
 - General discrepancies between documentation and IPC independent verification reports (i.e. inspections);
- Multiple inspection failures, including, but not limited to, failing to meet OSHA safety requirements on multiple system installs;
- Failure to submit updated licensing, insurance, or other paperwork in a timely manner;
- Failure to meet requirements of other relevant IPC programs;
- Violation of any Program rules or ethical standards;
- A lapse in required credentials;
- Misrepresentation of IPC programs to property owners;
- Submission of falsified documents or unauthorized signatures to the Program or any other IPC program;
- Commission of any illegal actions while participating in the Program;
- Criminal conviction of Eligible Solar Contractor principal(s) that detrimentally impresses upon the Program or any other IPC program or the integrity or workmanship of the Eligible Solar Contractor;
- Eligible Solar Contractor bills for uninstalled measures;
- Failure to pull municipal permits where required by either the Eligible Contractor or designated subcontractor and/or;
- Any other Program violations in IPC's sole and reasonable determination.

Eligible Solar Contractors may be given reasonable opportunity to correct problems identified by IPC; however, IPC reserves the right to place on probation, suspend, or terminate the Eligible Solar Contractor from the Program for any violation of Program rules, misconduct, improper, or illegal behavior as described above. Suspended Eligible Solar Contractors may reapply to the Program after six (6) months. Suspended Eligible Solar Contractors will submit a new application and include a plan for preventing future issues.

IPC's process for addressing such matters is as follows:

1. Upon IPC's notification of an act or omission as outlined above, IPC may:
 - a. Request a written response to the allegations from Eligible Solar Contractor, and
 - b. Forward non-performance, misconduct, improper and illegal behavior allegations to the appropriate state consumer protection authorities.
2. IPC will review Eligible Solar Contractor response and request additional information as needed
3. IPC will respond in writing with its findings and with any disciplinary action. Such disciplinary action shall include, but not be limited to:
 - a. Probation
 - b. Suspension from the Program for up to one (1) year
 - c. Termination from the Program
4. Issues regarding inspection are to be corrected by the installer/ contractor

If Eligible Solar Contractor disagrees with decision made by IPC staff, Eligible Solar Contractor may appeal the decision within thirty (30) days to IPC executive management, setting forth a written response to the allegations and findings of the IPC staff. The Eligible Solar Contractor shall have the right to present their appeal at a scheduled meeting. The decision of IPC executive management shall be the final IPC determination on the matter.

Acknowledged and Agreed:

(Company Name)

(Full Name)

(Employee Title)

Contractor Signature

Date