

Registered Contractor Participation Agreement

Company Name		License Number (if applicable)	
U.S. Federal Tax Classification		Taxpayer Identification Number (TIN)	
Address	City	State	Zip
First Name	Last Name	Title	
Phone Number		Email Address	

This Registered Contractor Participation Agreement (the “Agreement”) is executed by Renovate America, Inc. (“Renovate America”) and the above named Contractor company (“Contractor”).

Renovate America and its Affiliates (together the “Renovate America Entities” and each a “Renovate America Entity”) offer financing products (the “Financing Products” and each a “Financing Product”) to property owners (“Property Owners”), including (without limitation) through the HERO program (the “HERO Program”) and Benji programs. Contractor wishes to become a registered contractor with Renovate America in order to introduce one or more Financing Products and agrees to register with Renovate America, complete any training required by any applicable Renovate America Entities, and maintain its relationship with applicable Renovate America Entities in good standing.

By executing this Agreement, Contractor agrees to comply with the Terms and Conditions (as such Terms and Conditions exist from time to time), which are incorporated herein.

The Terms and Conditions may change from time to time. By continuing to participate in any Financing Product, the Contractor agrees to comply with and be subject to the then-current version of such Terms and Conditions (including any addendums thereto). Contractor may cease its participation in any Financing Product at any time. Further, as provided in the Terms and Conditions, Renovate America may terminate Contractor’s participation, with or without cause, at any time. Prior to participating in the Benji program, Contractor will agree to and sign the terms of that certain Registered Contractor Purchase and Sale Agreement (Retail Installment Sales).

This Agreement, inclusive of the Terms and Conditions and any addendums thereto (if applicable) (and any documents referenced therein), represents the entire and integrated agreement between the Contractor and Renovate America Entities regarding the subject matter of this Agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement.

Understood and Agreed:

Authorized Signatory:

Print Name	Sign Name	Title	Date
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Renovate America, Inc. (on behalf of itself and all its Affiliates) Authorized Signer or designee:

Print Name	Sign Name	Date
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Registered Contractor Terms and Conditions

These Renovate America Terms and Conditions (“Terms and Conditions”) apply to all Contractors (“Contractors” or “Registered Contractors”) who register with Renovate America, Inc. (“Renovate America”) to introduce financing products offered by Renovate America or its Affiliates (the “Financing Products” and each a “Financing Product”), including (without limitation) through the HERO Program and/or Benji programs, and who execute the Registered Contractor Participation Agreement (the “Agreement”) with Renovate America. For purposes hereof, an “Affiliate” of Renovate America shall be any subsidiary of Renovate America and Renovate America together with its Affiliates shall be referred to herein as the “Renovate America Entities” and each a “Renovate America Entity.” These Terms and Conditions may be modified from time to time by Renovate America; a copy such Terms and Conditions will be provided to Registered Contractor upon their modification.

1. Contractor Duties and Obligations

1.1. Contractor Registration Requirement

- 1.1.1. All Contractors who install, or subcontract the installation of, products financed by a Financing Product (“Products”) must register with Renovate America.
- 1.1.2. Contractor must register with Renovate America to become a “Registered Contractor” by providing all business and other relevant information requested by Renovate America for such registration. If required by the state, city, county or other municipality or by law where the Registered Contractor is doing business or is located, such Registered Contractor must also possess an active, valid contractor’s license (a “License”) issued by the applicable licensing organization (“Licensing Board”), including, without limitation, in California, by the California Contractors State License Board (“CSLB”), including but not limited to meeting all bonding and workers compensation insurance requirements associated with such License (if applicable). For the avoidance of doubt, a License that is expired, suspended, revoked subject to probation, or has additional status codes does not qualify as an active, valid License under these Terms and Conditions.
- 1.1.3. In order to access the HERO Program, each Qualifying Individual shall register with Renovate America on behalf of the Registered Contractor, including, without limitation, completing the Renovate America identity verification process. A “Qualifying Individual” is a person who is designated as an RMO, RME, RMG, RMM, Sole Owner, Qualifying Partner or similarly identified individual with or by an applicable Licensing Board, if registration with such applicable Licensing Board is required.
- 1.1.4. Only an individual who is authorized to act on behalf of, and who is responsible for the actions of, a Registered Contractor (the “Authorized Signatory”) may execute this Agreement, and only upon completion of the Renovate America identity verification process. The Authorized Signatory will be the initial account administrator (“Original Company Admin”) for the Registered Contractor. Without limitation of the obligations of Affiliated Individuals, Registered Contractors shall remain fully responsible for all of the acts and omissions of its Affiliated Individuals with respect to the terms and conditions applicable to such Affiliated Individuals hereunder.

1.2. Requirement to Register Individuals

- 1.2.1. Registered Contractors shall register, or require registration of, all Affiliated Individuals performing Services in connection with a Financing Product, as described below.
 - 1.2.1.1. “Affiliated Individuals” means all employees, entities, owners, partners, principals, independent contractors, third party agents or other person who perform any Services for the Registered Contractor in connection with a Financing Product.
 - 1.2.1.2. “Services” means any sales, installation, advising, construction, creative services, digital marketing, lead generation, inspection or any other services delivered in connection with a Financing Product.
- 1.2.2. All Affiliated Individuals will be required to submit personal identifying information to register with Renovate America, including but not limited to names and addresses, last 4 characters of social security numbers and dates of birth, and all information necessary to perform identity verification and/or background checks on such Individuals (“Registered Individuals”). Renovate America reserves

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the express and unilateral right to deny registration to any Affiliated Individual whose identity it cannot verify, or who has committed fraud, has been convicted of a felony, has not registered with the applicable Licensing Board(s) when required to do so, is in an active bankruptcy proceeding, has an open warrant for arrest or has engaged in any other conduct reflecting character traits that Renovate America finds, in its sole discretion, to be unsuitable.

- 1.2.3. Only Registered Individuals may participate in a Financing Product, and each Registered Contractor must attest to their compliance with this requirement. Any Registered Contractor who permits or encourages any individual who is not registered with Renovate America to provide Services that are related to, or connected with, a Financing Product to anyone, including but not limited to property owners (“Property Owners”), shall be subject to the provisions set forth under the paragraphs entitled “Violation of Registered Contractor Participation Agreement.”
- 1.2.4. If a Registered Contractor uses any Registered Individuals who are required to register with a Licensing Board (e.g. employees, subcontractors, independent contractors, third party agents, or salespersons) to perform Services related to a Financing Product, it shall require those Registered Individuals and entities to:
 - 1.2.4.1. comply with all of these Terms and Conditions (including but not limited to those related to insurance);
 - 1.2.4.2. hold a current License or registration in the specialty for the work being performed, if required; and
 - 1.2.4.3. limit the work performed to that for which such individuals and entities hold required licenses or registrations.
- 1.2.5. If a Registered Contractor uses any Registered Individuals who are exempt from License registration (e.g. employees, creative service providers, digital marketers, lead generators, subcontractors, independent contractors, third party agents, or salespersons) to perform Services related to a Financing Product, it shall require those Individuals and entities to:
 - 1.2.5.1. comply with all of these Terms and Conditions (including but not limited to those related to insurance); and
 - 1.2.5.2. limit the work performed to that for which such individuals are qualified.
- 1.2.6. Each Registered Contractor shall further qualify (in addition to any such qualification that may have been completed as part of the Terms and Conditions hereunder) its/his/her Registered Individuals by performing background checks and credit verifications to confirm that such Registered Individuals have been ethical in their past engagements, are of sound and honest character, and have no prior felony convictions. Registered Contractors may contact Renovate America at any time to discuss any questions regarding this requirement.
- 1.2.7. Registered Contractors shall remain responsible for all work performed by its/his/her Affiliated Individuals performing Services in connection with a Financing Product.
- 1.2.8. Registered Contractors shall maintain and provide to Renovate America upon request complete personal and project identifying information for all Affiliated Individuals engaged to perform Services in connection with any project related to a Financing Product.

1.3. Assignment of Authority to Certain Portal Users

- 1.3.1. Only the Original Company Admin may assign authority to other Affiliated Individuals which register with Renovate America to (i) authorize work associated with a Financing Product, (ii) execute any Completion Certificate provided by a Renovate America Entity, (iii) add and edit Product payment instructions, and (iv) add and manage Portal User Accounts. The Original Company Admin assigns this authority by making other Affiliated Individuals one of the following Registered Contractor Portal (“Portal”) User Roles: (i) Company Admin, (ii) Office Admin, (iii) Company Manager, or (iv) Office Manager. The Original Company Admin is responsible for all actions of Affiliated Individuals in those Portal User Roles.

1.4. Registration Data; Account Security

1.4.1. In consideration of its use of the Portal, a Registered Contractor must: (i) provide accurate, current and complete information about itself, as may be sought during the Site registration process ("Registration Data"); (ii) maintain the security of its password and identification; (iii) maintain and promptly update the Registration Data, and any other information it may provide to a Renovate America Entity, to keep it accurate, current and complete; (iv) enter accurate electronic payment instructions and promptly revise payment instructions as needed to ensure accurate processing of Financing Product payments to Registered Contractor; (v) revise the information on file with Renovate America within 5 business days in the event of any changes filed with an applicable Licensing Board, (vi) be fully responsible for all use of its Portal Account and for any actions that take place using its Portal Account, including, but not limited to, compliance with any terms and conditions applicable to the Portal; and (vii) accurately maintain all Portal User Accounts including but not limited to maintaining accurate phone numbers, email addresses, and promptly deleting Portal Users who are no longer associated with the Registered Contractor. Registered Contractors will be required to comply with all Terms and Conditions governing the use of the Portal, its functionality and its content.

1.5. Property Owner (Consumer) Personally Identifiable Information

1.5.1. Registered Contractors and their Registered Individuals recognize that Property Owners may be required to provide their personally identifiable information ("PII") to Renovate America Entities to become approved. If required, Property Owners shall provide their PII to the Renovate America Entities directly and not through Registered Contractors or through Registered Individuals, unless express consent is otherwise provided by Property Owner to a Renovate America Entity. Registered Contractors shall not, and shall insure that their Registered Individuals shall not, request, obtain, save, use or otherwise access the PII of any Property Owner who has applied or will apply for any Financing Product.

1.6. Renovate America May Inspect Products and Installations.

1.6.1. Renovate America reserves the right to perform independent on-site validation(s) of any Products related to a Financing Product even if permit inspections have already been completed. If a validation visit is required, Renovate America staff will schedule any such on-site validation visit with the Property Owner, at any reasonable time and with reasonable notice.

1.6.2. Registered Contractors understand that Renovate America reserves the right to review and validate each Financing Product for a project associated with any Property Owner.

1.7. Sales and Marketing Representations

1.7.1. Renovate America prohibits any Registered Contractor from purchasing, owning, acquiring, buying leads, or receiving any benefit, from websites (URLs), social media accounts, or other media containing the names HERO, Renovate America, Benji, Benji Financing or any other site, webpage, or social media account that a Renovate America Entity finds to be unacceptable, and if a Registered Contractor has any such interest, it shall immediately terminate and relinquish it. For the avoidance of doubt, the prohibition described in the immediate preceding sentence does not apply to websites (URLs), trademarks, or other intellectual property assets of a Renovate America Entity, the use of which Renovate America has authorized.

1.7.2. Renovate America prohibits the use of information of or regarding any Renovate America Entity or Financing Product when generating leads. This prohibition applies (but is not limited to) to use by all lead generation and marketing companies, and by Registered Contractors. In addition to other remedies that Renovate America may seek (including but not limited to termination of a Registered Contractor from participation with any or all Financing Products and of the Agreement), any Registered Contractor who violates this provision shall be liable for all representations made by any such person, company, agency or firm.

1.7.3. Renovate America reserves the right to review and approve, or require changes, to any and all advertising, marketing, or promotional copy or material which references any Renovate America Entity or Financing Product which is developed or used by Registered

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Contractor. Renovate America may also notify the Contractor of any additional items and require changes at any time at its sole discretion. Renovate America may also require the Contractor to submit copy and materials for pre-approval.

- 1.7.4. Registered Contractors may only use the logo of a Renovate America Entity or Financing Product (e.g. the HERO Registered Contractor logo or Benji Registered Contractor logo) on printed materials, websites, or social media accounts, in accordance with the terms hereof and applicable program requirements. No other Renovate America Entity or Financing Product-related logo may be used.
- 1.7.5. Registered Contractors may refer to themselves as registered with a Renovate America Entity (e.g. as a HERO Registered Contractor (only if applicable) or a Benji Registered Contractor (only if applicable)) on places where the Registered Contractor displays their logo. To be eligible to use the logo of a Renovate America Entity, the Registered Contractor's logo must be the prominent logo displayed, and there can be no confusion between the Registered Contractor and the Renovate America Entity or Financing Product offering, logo or products.

1.8. Registered Contractor Code of Conduct

1.8.1. Registered Contractors, on behalf of themselves and their Registered Individuals, shall:

- 1.8.1.1. Only perform installation of Products in accordance with applicable Licensing Board licensing rules and regulations and applicable law and regulations.
- 1.8.1.2. Conduct business with Property Owners on a legal, respectful, ethical, fair and equitable basis.
- 1.8.1.3. Ensure that Registered Individuals present identification (as determined by Renovate America) establishing their affiliation with a Registered Contractor upon initial contact with a Property Owner, whether such contact occurs in connection with canvassing, sales, service or any other occasion upon which such representatives enter onto a Property Owner's premises.
- 1.8.1.4. Comply with all procedures and other requirements set forth by Renovate America with respect to providing Property Owners with information or documentation related to the Financing Product.
- 1.8.1.5. NOT increase the price of any Products or Services provided to Property Owners in the amount of or as a result of any fee charged to the Contractor by a Renovate America Entity.
- 1.8.1.6. NOT, after a Property Owner has been approved for a Financing Product, take any action to personally, by telephone, mail or otherwise, solicit or entice such Property Owner to apply for or use a form of financing, in whole or in part, that is offered by anyone other than a Renovate America Entity.
- 1.8.1.7. Present the Completion Certificate for signature to the Property Owner only after completion of the project and when the Property Owner is satisfied and is ready for the Renovate America Entity providing the Financing Product to release funds to the Registered Contractor.
- 1.8.1.8. Seek always to provide high value products and services best suited to a Property Owner's request or needs.
- 1.8.1.9. Install Products for reasonable, market-based prices that are within industry price guidelines.
- 1.8.1.10. Protect Property Owners, especially those in protected classes such as elders, from and against any exercise of undue influence that could lead to adverse purchasing, pricing and financing decisions.

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- 1.8.1.11. If applicable, maintain active, participating and good standing status as a member of all applicable Licensing Boards, and participate in continuing education in its/his/her chosen area of expertise, as well as in the Renovate America requirements, policies and procedures.
- 1.8.1.12. Have a written contract which complies with any and all applicable Licensing Board guidance and laws with the Property Owner stating all proposed work and services.
- 1.8.1.13. Obtain all legally required building permits, on behalf of the Property Owner, and follow through in obtaining sign off or approval from any authority with jurisdiction over any project on which Contractor works.
- 1.8.1.14. Use sound and legally compliant hiring practices, including but not limited to conducting credit and background and screening checks on all employees, temporary staff, contract employees, subcontractors and third party associates to assure that such persons comply with Registered Contractor's legal and ethical obligations described in these Terms and Conditions.
- 1.8.1.15. Provide Renovate America training (as requested by Renovate America) for all employees, subcontractors and third party associates of Registered Contractors.
- 1.8.1.16. Maintain and provide Renovate America with copies of requested documents that relate to projects financed by or through a Renovate America Entity, as well as documents that relate to Registered Contractor certifications, licenses, or insurance/bonding.
- 1.8.1.17. Act in good faith to promptly notify Renovate America of any complaint or grievance that a Property Owner has raised with the Registered Contractor, and promptly resolve any complaint or grievance that a Property Owner has raised with any Renovate America Entity, Registered Contractor and/or any government entity, association or other entity associated with a Property Assessed Clean Energy ("PACE") program or other Financing Product.
- 1.8.1.18. Document and retain records regarding the resolution of all Property Owner disputes with a Registered Contractor for Renovate America's review and assessment.
- 1.8.1.19. Comply with the letter and the intent of all provisions of relevant federal, state and local laws, ordinances and regulations, including (without limitation), if doing business in California, the California Business and Professions Code.
- 1.8.1.20. Comply with all local, state and federal marketing and telemarketing laws, regulations and rules, including but not limited to the Telephone Consumer Protection Act and the Truth in Lending Act.
- 1.8.1.21. With respect to elderly homeowners 65 years of age or older (and without limitation of other obligations hereunder), (a) fully disclose and not misrepresent applicable information about the products and installation services, (b) not engage in unfair, deceptive or abusive acts or practices, and (c) not discriminate based on age regarding any aspect of the services performed.
- 1.8.1.22. Inform Property Owners of all Financing Products that are available to them and present Property Owners with all approvals of which the Registered Contractor is aware for Financing Products for which the Property Owner applied.
- 1.8.1.23. Not provide, or even appear to provide, tax advice to Property Owners regarding any aspect of HERO Program financing. The HERO Program provides a simple tool on our website that is merely intended to provide Property Owners the ability to easily quantify the potential effects if they determine potential tax benefits associated with interest on HERO payments may apply. If asked about the tax aspects of HERO Program financing, Registered Contractors should advise Property Owners to consult their tax advisor.

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- 1.8.1.24. Not contradict when communicating with Property Owners any terms regarding the HERO Program, including, without limitation, that the HERO Program financing is to be an assessment levied against the Property Owner's property, that administration fees and interest will apply and that the maximum term of the financing depends upon the useful life of the Eligible Products selected and the state where the Eligible Product(s) are installed, and may be 5, 10, 15, 20, or 25 years and that the Property Owner can select a term which is less than or equal to the maximum for the Eligible Product. Registered Contractors must refer any question regarding the HERO Program terms to the HERO Program call center.
- 1.8.1.25. When asked by Renovate America, present Property Owners with the full and complete set of HERO Program financing documents, which include all pages of the Assessment Contract, Application, Financing Summary, and all other HERO Program documents. Any Property Owner questions regarding HERO financing should be directed to Renovate America for response. Registered Contractors, and their Affiliated Individuals, may not address Property Owner questions regarding HERO financing.
- 1.8.1.26. Analyze accurately each Property Owner's energy usage, and anticipated energy savings likely to result from any Eligible Product (defined below) installation following standards that can withstand independent, third party review and analysis.
- 1.8.1.27. Comply with the Eligible Product requirements of the HERO Program. Install only Eligible Products for reasonable, market-based prices that are within industry price guidelines and that do not exceed the HERO Program maximum guidelines.
- 1.8.1.28. Conduct business in accordance with prudent industry standards and in good faith in consideration of the private-public partnership nature of the HERO Program.

1.9. Violation of Registered Contractor Participation Agreement

- 1.9.1. If in its sole, reasonable discretion Renovate America concludes that a Registered Contractor has violated this Agreement, it may terminate, suspend or take other remedial action regarding this Agreement and the Registered Contractor's participation in any program or provision of Financing Products. Renovate America shall have the right to notify any and all entities participating in or otherwise related to the PACE industry of any violations of this Agreement, and any actions that Renovate America has taken against a Registered Contractor, including but not limited to its suspension or termination of a Registered Contractor from participation in any program or provision of Financing Products. Renovate America shall have the right to offset any amounts otherwise due to Registered Contractor. Renovate America reserves the right to seek legal and equitable remedies against any Registered Contractor who violates the Agreement or any local, state or federal law. The Registered Contractor agrees to waive any and all claims for damages against any Renovate America Entity, its individual representatives, Property Owners and any government entity associated with a Renovate America Entity or the PACE industry, including but not limited to the loss of anticipated profits, resulting from termination or suspension of the Agreement. In addition, Registered Contractors acknowledge that violations of the Agreement could cause irreparable harm to Renovate America Entity(ies) for which monetary damages may be difficult to ascertain or which may be an inadequate remedy. The Registered Contractor therefore agrees that Renovate America will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of the Agreement.
- 1.9.2. While the following list of violations or unacceptable conduct is not exhaustive, it identifies conduct that could lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose a Registered Contractor to monetary damages:
 - 1.9.2.1. Misrepresentation on the part of a Registered Contractor (including any subcontractor, independent contractor, creative service providers, digital marketers, lead generators or third party agent) regarding a Renovate America Entity or Financing Product, including but not limited to financing terms, the performance of Products or savings that Products may generate.

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- 1.9.2.2. Misuse or unauthorized use of any copyright, trade secret, trademark, patent or other intellectual property associated with or owned by a Renovate America Entity or Financing Product.
 - 1.9.2.3. Failure to comply with any of the terms and conditions of the Agreement, (including these Terms and Conditions and any addendums hereto) or the Renovate America processes which are defined in by materials provided by a Renovate America Entity.
 - 1.9.2.4. Criminal activity, unethical conduct and/or any act of fraud in conjunction with any activities related to a Renovate America Entity or a Financing Product.
 - 1.9.2.5. Increasing the price of Products or Services or arranging Financing Products such that money is paid to or received by a Property Owner from a surplus resulting from funding that exceeds the costs directly associated with the installation of Products.
 - 1.9.2.6. Unethical misconduct reported by a Property Owner or discovered by a Renovate America Entity.
 - 1.9.2.7. Association with, or engaging any person(s), as an employee, subcontractor or independent contractor, who has been suspended or terminated from offering any Financing Products as provided hereunder or is not in good standing with an applicable Licensing Board.
 - 1.9.2.8. Failure to pay a supplier, subcontractor, independent contractor or third party agent for any reason in a timely manner for any equipment, material or labor associated with a Financing Product resulting in the recordation of, or the threatened recordation of, any mechanics' liens against a Property Owner's property.
 - 1.9.2.9. Poor work performance including work abandonment, incomplete work, poor workmanship, design flaws or damage to property resulting from an installation or other action or inaction or related to the work performed in connection with a Financing Product.
- 1.9.3. To the extent a Registered Contractor fails to meet the requirements of this Agreement, or any other requirements of a Renovate America Entity, and believes in good faith that he or she otherwise meets the consumer protection and other policies of a Renovate America Entity or a Financing Product, such person may submit a request for a variance, and Renovate America shall determine whether to grant such variance in its sole discretion. Renovate America shall respond promptly to any such request.

1.10. Third Party Providers

- 1.10.1. In addition to complying with the requirements of the Agreement, Registered Contractors agree to comply with all installation, equipment, maintenance and other requirements third parties have established for any Products to be installed on a Property Owner's premises and that are associated in any way with a Renovate America Entity or a Financing Product.

1.11. Mechanics' Liens

- 1.11.1. Registered Contractors agree to ensure that their suppliers, materialsmen, subcontractors and laborers do not file, record, serve or cause to be filed, recorded or served a preliminary 20-day notice or mechanics' lien (or equivalent) against the property of any Property Owner for which improvement work, arising from or related to the Agreement has been undertaken. Such efforts shall include, but shall not be limited to, the timely payment to suppliers, materialsmen, subcontractors and laborers for all goods, services or labor furnished in connection with any work of improvement, arising from or related to the agreement.

1.12. Business Licenses

- 1.12.1. Registered Contractors must obtain all business licenses that any jurisdiction in which it will be performing work may require.

1.13. Direct Payments

1.13.1. Any payment made by a Property Owner to a Registered Contractor that is related to Products or Services, but is not related to a Financing Product and is made without the participation of a Renovate America Entity shall be distinct and separate from any Financing Product provided to such Property Owner, shall be the sole responsibility and liability of the Registered Contractor and no Renovate America Entity will have any responsibility or liability in relation to such payment.

1.14. Insurance

1.14.1. Throughout the term of the Agreement, the Registered Contractor will procure and maintain adequate levels, as determined by Renovate America in its sole discretion, of Commercial form General Liability, Business Automobile Liability, Workers' Compensation and Employers' Liability insurance. If the Registered Contractor is providing professional design, engineering or other professional services (including Design-Build), it shall maintain Professional Liability/Errors and Omissions insurance covering liability arising out of error, omission, or negligent act in the performance, or lack thereof, of professional services contemplated under the Agreement.

1.14.2. Minimum levels are: (i) Commercial form General Liability: \$2,000,000 General Aggregate; \$1,000,000 Each Occurrence – combined single limit for bodily injury and property damage; (ii) Business Automobile Liability: \$1,000,000; (iii) Workers' Compensation and Employers' Liability: \$1,000,000; (iv) Professional Liability/Errors and Omissions: \$1,000,000.

1.15. Intellectual Property

1.15.1. All Intellectual Property provided by a Renovate America Entity or any of their respective representatives to Registered Contractor shall remain the sole and exclusive property of such Renovate America Entity. In no event shall Registered Contractor reproduce or use any items developed by a Renovate America Entity or any of its respective representatives without their prior permission.

1.16. Legal Authority

1.16.1. Registered Contractor's signatory to the Agreement hereby certifies possession of the legal authority to execute the Agreement.

1.17. Disclaimer of Liability

1.17.1. Each Registered Contractor is responsible for performing the evaluation and technical feasibility of any design, system, appliance, or any measure installed as to its operational capability and reliability. Renovate America Entities disclaim any, and assume no, liability with respect to, the quality, safety, performance, or other aspect of any design, system, appliance, or any measure installed pursuant to the Agreement. Registered Contractors are not and shall not be construed as agents or representatives of Renovate America Entities in any context, matter, or proceeding, and shall not act on behalf of (or purport to act on behalf of) Renovate America Entities in any way whatsoever.

1.17.2. Renovate America cannot guarantee that any Property Owner will select a specific Registered Contractor to install Products. Additionally, no Renovate America Entity can guarantee that the Registered Contractor will be paid if it fails to satisfy the Property Owner's needs or to meet the requirements hereunder or related to a Financing Product. For the avoidance of doubt, a Registered Contractor must satisfy the Property Owner(s) requirements before a Renovate America Entity will release funds.

1.17.3. Each Registered Contractor's compensation shall be determined and paid solely based upon agreement between the Registered Contractor and the Property Owner. The Renovate America Entities and each of their principals, affiliates, agents, and any governmental entities associated with a Financing Product and any party, other than the Property Owner and the Registered Contractors, shall have no responsibility of any kind for the payment of compensation for work, service and goods provided in connection with a Financing Product.

1.18. Indemnification

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1.18.1. At its sole cost and expense, each Registered Contractor shall indemnify, defend and hold harmless the Renovate America Entities and each of their officers, directors, shareholders, agents, contractors, employees, affiliates and their respective successors and assigns, against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorneys' fees and costs, both direct and indirect, by whomsoever asserted, arising out of or in connection with (i) any matter which is a subject of or related to a Financing Product, including but not limited to the installation of any Product, or (ii) any act or omission of the Registered Contractor, its agents, employees, contractors, subcontractors and/or suppliers, in the performance of the work under the Agreement or a Financing Product, whether intentional or negligent, active or passive, or (iii) the Registered Contractor's breach of any provision of the Agreement, excepting only such losses, damages or liability to the extent caused by the sole negligence or willful misconduct of a Renovate America Entity or its employees.

1.19. Waiver

1.19.1. No provision of the Agreement may be waived unless agreed to by Renovate America in writing. Failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under the Agreement.

1.20. Governing Law and Venue

1.20.1. The Agreement and these Terms and Conditions shall be governed by the laws of the State of California, except to the extent the property assessed clean energy law of a specific state is directly applicable. Any action hereunder must be instituted and proceed in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California).

1.21. Equal Opportunity

1.21.1. Registered Contractor agrees to operate its business in compliance with all state and federal laws regarding employment and the fair provision of its services. Registered Contractor expressly agrees not to discriminate in the course or conduct of its business based on race, creed, ethnicity, religion, national origin, gender, sexual orientation, or age.

1.22. Severability

1.22.1. If any provision under the Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

1.23. Compliance with Law and Agreement

1.23.1. Registered Contractor, at the commencement of their relationship with a Renovate America Entity and on each anniversary thereof, must sign an attestation affirming compliance with all federal and state laws, rules and regulations, including without limitation those related to the installation of Products, and, if applicable, those related to the delivery to Property Owners of a three (3) day right of rescission, as well as with the terms of the Agreement.

1.24. Termination

1.24.1. Renovate America may terminate, or for any duration suspend, the Agreement and any Registered Contractor's ability to provide a Financing Product, without cause at any time and for any reason. Each Registered Contractor agrees to waive any and all claims for damages against all Renovate America Entities and each of their representatives, including but not limited to loss of anticipated profits, resulting from such Registered Contractor's suspension or termination.

1.25. **Assignment.** Registered Contractor may not assign the Agreement or its registration with Renovate America without Renovate America's prior written consent.

1.26. Confidentiality.

1.26.1. **Confidential Information.** By virtue of this Agreement, Registered Contractor may have access to one or more Renovate America Entity's Confidential Information related thereto. "Confidential Information," as used in this Agreement, means any and all information of or regarding a Renovate America Entity that is disclosed orally, visually, electronically, or in writing, and any and all information of or regarding Renovate America Entity of any nature described in this Agreement as confidential or that reasonably should be understood to be confidential, including (without limitation) the terms and conditions of this Agreement. Contractor shall only disclose Confidential Information to its employees, consultants and agents who need to know such information solely for the purpose of performing as a Registered Contractor hereunder or to its advisors, accountants, or attorneys, provided that any such third parties shall, before they may access such information, either (a) execute a binding agreement to keep such information confidential or (b) be subject to a professional obligation to maintain the confidentiality of such information and Contractor shall be responsible for any breach of the Agreement by those entities or persons with whom it has disclosed Confidential Information pursuant to this Agreement or otherwise.

1.26.2. **Exclusions.** Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of Contractor; (b) was in Contractor's lawful possession prior to the disclosure; (c) is rightfully disclosed to Contractor by a third party without restriction on disclosure; or (d) is independently (and without reference to Confidential Information) developed by Contractor, which independent development can be shown by written evidence.

1.26.3. **Use and Nondisclosure.** Contractor shall not make Confidential Information (including the terms and conditions of the Agreement) available to any third party for any purposes other than exercising its rights and performing its obligations under the Agreement. Contractor shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement, but in no event will it use less effort to protect the Confidential Information than it uses to protect its own confidential information of like importance. Notwithstanding the foregoing, Confidential Information may be disclosed as required by law, provided that before disclosing such information, Contractor must provide Renovate America with sufficient advance notice of the request or requirement for the information to enable Renovate America to exercise any rights it may have to challenge or limit disclosure of the Confidential Information (to the extent allowed by law). Without limiting any other provision of this Section 1.26, and for avoidance of doubt, Contractor shall not share, disclose, or otherwise make available, Confidential Information to any competitor of a Renovate America Entity.

1.26.4. **Survival.** This Section 1.26 shall survive termination of the Agreement.

2. HERO Program Additional Duties & Obligations for Residential Properties

By participating in the HERO Program, Contractor affirms receipt of, familiarity with, and agrees to abide by all applicable terms and provisions reflected in Section 1 above and this Section 2 of the Terms and Conditions and the HERO Program Registered Contractor Participation Agreement Reference Materials (the "Reference Materials"), as such Reference Materials exist from time to time. A current copy of the Reference Materials may be found at <https://www.heroprogram.com/reference-material>. The Reference Materials may change from time to time. By continuing to participate in the HERO Program, Contractor agrees to the then-current version of such documents.

2.1. HERO Program Overview

2.1.1. The HERO Program provides financing to Property Owners for the installation of eligible energy, renewable energy and, where allowed under state law, water efficiency systems and other improvements allowed under applicable state law that are permanently affixed to properties that the HERO Program lists on its Eligible Product List, or that the HERO Program approves with respect to their form, fit and function in advance as a custom product (collectively "Eligible Products"). Through the HERO Program, an assessment is levied against a participating property and will be repayable through regular payments over the term of the Assessment. The period of repayment is tied to the useful life of the Eligible Product(s), which ranges from 5 to 25 years, depending on the state and Eligible Product(s).

Registered Contractor Terms and Conditions

- 2.1.2. Contractors who register with Renovate America shall be entitled to participate in HERO Programs wherever they are authorized to operate, provided that such Contractors comply with the terms of the Agreement. Eligible Products may differ based on the HERO Program requirements for each political subdivision (e.g., municipality, county, state or joint powers authority) in which it is authorized to operate. Registered Contractors must refer to and comply with the political subdivision-specific HERO Program requirements, which can be found on the HERO Program Website.
- 2.1.3. The HERO Program offers onsite financing approval for those who meet the eligibility criteria. If the Property Owner is interested in the HERO Program, it will submit an application for financing directly to Renovate America. The Contractor must have a separate construction contract with the Property Owner stating all proposed work and services. Performance of the construction contract shall be the responsibility solely of Contractor and Property Owner, as applicable. The HERO Program funds projects at the conclusion of the work upon receipt of the HERO Program Completion Certificate and required attachments.
- 2.1.4. The HERO Program is provided to the community by local municipalities, cities, counties, state and other government authorities at their discretion. It is the responsibility of every Registered Contractor to represent the HERO Program in an accurate and responsible way. Failure to do so is grounds for termination of a Registered Contractor's right to introduce the HERO Program to Property Owners.
- 2.1.5. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR AND MUST INDEPENDENTLY CHOOSE AND CONTRACT WITH THE CONTRACTORS TO WORK ON THE INSTALLATION OF THEIR ELIGIBLE PRODUCTS. THE ISSUER OF MUNICIPAL BONDS ("ISSUER"), RENOVATE AMERICA AND EACH OF THE ENTITIES WHICH SUPPORT THE ISSUER, THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL NOT AND DO NOT: (I) ASSUME ANY RESPONSIBILITY FOR THE SELECTION BY PROPERTY OWNERS OF CONTRACTORS WHO REGISTER WITH THE HERO PROGRAM OR ANY OTHER PERSON INVOLVED WITH THE INSTALLED PRODUCTS, (II) GUARANTEE, WARRANT OR OTHERWISE INSURE THE COMPLETION OF THE INSTALLATION OF THE ELIGIBLE PRODUCTS, OR THE OPERATION OF THE ELIGIBLE PRODUCTS, OR (III) WARRANT THE DESIGN OF SUCH PRODUCTS, OR THE ECONOMIC VALUE, ENERGY SAVINGS, SAFETY, DURABILITY OR RELIABILITY OF THE ELIGIBLE PRODUCTS.

2.2. Products which are Eligible for HERO

- 2.2.1. All installed products which are financed by the HERO Program must either be listed on the specific HERO Program's Residential Eligible Product List (and meet the minimum specifications described therein), OR be approved with respect to their form, fit and function in advance as a custom product. Registered Contractors may only install Eligible Products that are listed in the HERO Completion Certificate related to the property for which HERO Program financing is sought.
- 2.2.2. HERO Program financing does not cover products that are installed on the property before the Property Owner has submitted a HERO Program financing application, even if such Eligible Products appear on the Eligible Products List.

2.3. Renovate America May Monitor Products and Installations

Renovate America reserves the right to perform online monitoring of any installed renewable energy systems' generation data, if applicable, as well as the tracking of energy consumption impacts and utility usage for any installed/financed product via property utility bill data.

2.4. Sales and Marketing Representations

Registered Contractors, including their Registered Individuals (e.g., employees, independent contractors, subcontractors and third party affiliates) shall not present themselves as agents, representatives or affiliates of the HERO Program or of any government agency or entity associated with the HERO Program, other than as an independent contractor registered with Renovate America. Registered Contractors shall always clearly include their company name on all marketing materials, sales or call scripts, and uniforms, and do so in a way that will not create confusion with the HERO Program or any government agency or entity associated with the HERO Program.

2.5. Additional Violations of Registered Contractor Participation Agreement

Registered Contractor Terms and Conditions

2.5.1. While the following list of additional violations or unacceptable conduct is not exhaustive, it identifies conduct that could lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose a Registered Contractor to monetary damages:

2.5.1.1. The misuse or unauthorized use of any copyright, trade secret, trademark, patent or other intellectual property associated with or owned by any governmental entity associated with or in negotiations to be associated with the HERO Program is a violation of the Terms and Conditions and would lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose the Registered Contractor to monetary damages.

2.5.1.2. Violation by a Registered Contractor of the terms of the Reference Materials is a violation hereunder and would lead to suspension or termination of Registered Contractor's participation under the Agreement and/or expose the Registered Contractor to monetary damages.

2.6. Indemnification

At its sole cost and expense, each Registered Contractor shall indemnify, defend and hold harmless the participating, governing entities, cities and municipalities sponsoring the HERO Program and each of their officers, directors, shareholders, agents, contractors, employees, affiliates and their respective successors and assigns, against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorneys' fees and costs, both direct and indirect, by whomsoever asserted, arising out of or in connection with (i) any matter which is a subject of the HERO Program, including but not limited to the installation of any Eligible Product, or (ii) any act or omission of the Registered Contractor, its agents, employees, contractors, subcontractors and/or suppliers, in the performance of the work under the Agreement or the HERO Program, whether intentional or negligent, active or passive, or (iii) the Registered Contractor's breach of any provision of the Agreement, excepting only such losses, damages or liability to the extent caused by the sole negligence or willful misconduct of Renovate America or its employees.

2.7. Terms Confirmation

To the extent Renovate America confirms any financing terms with the Property Owner during a recorded "confirm terms" telephone call prior to the execution of HERO Program financing documents, Registered Contractor will not be held accountable for the Property Owner's understanding or misunderstanding of such financing terms, provided that Registered Contractor has acted in good faith and in accordance with these Terms and Conditions, and has communicated information to the Property Owner that is consistent with the terms of such Property Owner's HERO Program financing documents.

3. Benji Program Additional Duties & Obligations

Prior to participating in the Benji program, Registered Contractor will agree to and sign the terms of that certain Registered Contractor Purchase and Sale Agreement (Retail Installment Sales) as provided together herewith. The Registered Contractor Purchase and Sale Agreement (Retail Installment Sales) will not be effective until countersigned by the applicable Renovate America Entity.