



This Enterprise Partner Agreement (collectively with any exhibit attached hereto, this “**Agreement**”), dated effective as of \_\_\_\_\_ (the “**Effective Date**”), is entered into by and between Dvinci, Inc., a Delaware corporation (the “**Company**”), and \_\_\_\_\_, the undersigned individual or enterprise (“**Enterprise Partner**”).

1. The Company is in the business of enabling entrepreneurs and small businesses to participate in and to contribute to the acceleration and growth of the clean energy movement (collectively, the “**Company Business**”). The Company desires to hire Enterprise Partner, and Enterprise Partner desires to provide Company platform services including sales, marketing, and servicing of residential clean energy products.

2. In consideration of the services to be provided by Enterprise Partner to the Company on the terms set forth in this Agreement, the Company and Enterprise Partner now desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Appointment of Enterprise Partner.** The Company hereby agrees to hire you as an Enterprise Partner to work as an Enterprise Partner in such geographic area (“**Area**”) and region (“**Region**”) as the Company may determine from the Effective Date through twelve (12) months of (the “**Term**”), to sell and service platform services and clean energy products such as photovoltaic systems, energy storage and energy management systems on behalf of the Company and the Company’s affiliates. The term (the “**Term**”) of this Agreement shall commence on the Effective Date and continue until \_\_\_\_\_ [Insert Date that is 12 months from the Effective Date], unless this Agreement is terminated pursuant to Section 2 hereof.

1.1 **Dvinci Platform Services. Dvinci Source®: Lead & Appointments and Platform.** Dvinci generates lists of potential clean energy customers (collectively, “**Leads & Appointments**” or a “**Lead**” or “**Appointment**”) and makes those Leads & Appointments available to one or more users or partners based on proprietary algorithms and technology, which may include artificial intelligence designed to facilitate matches and increase sales. Dvinci also hosts, maintains, supports, and promotes a software-as-a-service platform (the “**Platform**” and which may also be referred to as Colossus®) designed to assist users or partners in making and managing appointments and closing clean energy transactions with Leads & Appointments (“**Closed Appointments**”). Dvinci’s lead generation and matching services, the Platform, and related services and technology are further described in Dvinci’s documentation for Colossus® and Dvinci Source® and may be collectively referred to as “**Origination Services**” or “**Dvinci Source®**”. Subscriptions to the Origination Services also include access to “Dvinci U” as generally made available by Dvinci to similarly situated users and partners on the Platform.

1.2 **Enterprise Partner Status.** This Agreement shall not constitute an employment contract between the Company and Enterprise Partner. For purposes of this Agreement, Enterprise Partner shall be an Enterprise Partner and not the servant, employee, partner, member, manager, or joint venturer of the Company and, in conformity therewith, Enterprise Partner shall retain sole and absolute discretion and judgment in the manner and means of carrying out his activities and duties as assigned by the Company and accepted by Enterprise Partner, provided the same are not contrary to any law or the provisions of this Agreement. Enterprise Partner will not be treated as an employee for U.S. federal tax purposes. Further, Enterprise Partner shall pay all employment, income, and social security taxes levied by any federal, state, or local taxing authority on any sums paid by the Company to Enterprise Partner.

1.3 **ACH Payment.** The Enterprise Partner agrees that all payments due and owing under this Agreement shall be made by wire transfer to and from an account designated by Enterprise Partner to the Company from time to time, or at the Company’s election, shall be made through automated clearing house (“**ACH**”) transfers

1.4 **Attendance Policy.** In order to continue accessing the Company’s platform to service Company clients, the Enterprise Partner is expected to attend all training seminars and meetings, and introductions of new platform services and product offerings, especially those services and products that require certification for the Enterprise Partner.

1.5 **Insurance Requirements.** During the term of this agreement, and for two years thereafter, Enterprise Partner shall maintain in force insurance coverage as set out in Exhibit B (the “**Insurance Requirements**”). Dvinci, Inc, shall be named as an additional insured on all such policies and shall be provided thirty (30) days advanced notice by Enterprise Partner of any cancellation, reduction, or any other change in coverage. Enterprise Partner shall provide the Company with a copy of the



declaration page of the insurance policy in force upon executing this Agreement and at each anniversary date or change in coverage of said policy.

2. **Deactivation.** The Enterprise Partner relationship with the Company is subject to deactivation for “Cause” or “without Cause”. The Enterprise Partner may deactivate their relationship with the Company for any or no reason after providing appropriate notice.

2.1 **Entire Term.** If Enterprise Partner’s relationship with the Company under this Agreement is deactivated by the Company for Cause (as defined in Section 2.2) at any time prior to the last day of the Term, or voluntarily by Enterprise Partner at any time prior to said date, Enterprise Partner understands and agrees that (i) Enterprise Partner will not qualify for the compensation as set forth herein and on **Exhibit A**, regardless of whether such compensation has accrued or otherwise been earned; and (ii) Enterprise Partner will be liable for all related personal charges and costs accrued through the date of deactivation.

2.2 **Deactivation for Cause.** For purposes of this Agreement, “Cause” shall be defined to include the following: (i) willful misappropriation of any the Company property, including, but not limited to, equipment or parts, or the Company’s tools in Enterprise Partner’s possession; (ii) failure to materially perform or substantially perform Enterprise Partner’s obligations under this Agreement, including without limitation the confidentiality provisions and restrictive covenants in Section 4 and 5 of this Agreement; (iii) conviction of a crime or entry of a plea of guilty or *nolo contendere* to a felony crime or a crime involving moral turpitude; (iv) gross misconduct that is willful and demonstrably and materially injurious to the Company’s business, financial condition or reputation; and (v) any material breach of the Code of Conduct (as defined below). The parties agree that the actions in (ii), (iv) and (v) above shall not be considered Cause unless Enterprise Partner has failed to cure such actions within 30 days of receiving written notice specifying with particularity the events allegedly giving rise to Cause.

2.3 **Deactivation Without Cause.** The Company may deactivate Enterprise Partner’s relationship with the Company under this Agreement at any time and for any or no reason without notice.

2.4 **Deactivation by Enterprise Partner.** Enterprise Partner may deactivate this Agreement for any or no reason upon thirty (30) days’ prior written notice to the Company.

3. **Compensation.** Enterprise Partner shall be compensated as set forth on **Exhibit A** attached hereto, subject to the terms and conditions of this Agreement. The tables on **Exhibit A** (the “**Compensation Tables**”) set forth the compensation rates applicable to Enterprise Partner per number of (i) Contracts (as defined below) in Good Standing (as defined below) generated by Enterprise Partner or Enterprise Partner’s Area or Region during the Sales Term, or (ii) per system size and sales price per watt, as applicable. Compensation is eligible for payment if (i) the Finance Company has approved and released funding for the Contract, (ii) Installer/Fulfillment Partner has approved and released funding for the Contract, (iii) funds from the Finance Company and Installer/Fulfillment Partner are considered Collected Funds, and (iv) the Enterprise Partner is active and in good standing with the company, or has not been deactivated for Cause. “**Collected Funds**” shall mean monies that have been received by, cleared by, and made available by the Company’s bank. Except as otherwise agreed in writing between Enterprise Partner and the Company, Enterprise Partner understands and agrees that he is not entitled to any compensation or benefits from the Company other than as expressly set forth in **Exhibit A** and this Agreement; however, the Company may allow Enterprise Partner to participate in a further compensation plan pursuant to the policies and practices of the Company. A “**Contract**” shall mean that certain agreement whereby a customer agrees to purchase a solar facility from the Company on the terms and conditions set forth therein. A Contract is in “**Good Standing**” if (i) a customer accepts a written proposal for a solar facility, (ii) the customer has reviewed and executed a financing agreement, (iii) the customer has executed required utility interconnection documents, and if required by the applicable utility company, (iv) collection the customer’s utility usage information as required by the Company’s financing partners, (v) collect other miscellaneous document as and if required by the Company’s financing partner, utility or installation partner, such as homeowners’ association document, property title information or income verification, (vi) complete the finance partner welcome call, (vii) submit customer agreement, utility documents, utility information, and any miscellaneous documents, and (viii) the Contract has not been cancelled.

3.1 **Electronic Funds Transfer Agreement.** The Enterprise Partner authorizes the Company to initiate, process, transmit, and settle ACH debits or credits to the account the Enterprise Partner has specified (“**Designated Account**”). The authorization will remain in effect, even after termination of the Agreement, until the Company, in its sole discretion, decides that all of the financial obligations related to the Enterprise Partner have been fully satisfied. The Enterprise Partner irrevocably authorizes the Company to debit the Designated Account for the amount of any chargebacks, ACH returns, fines, losses, and costs that we may incur because of the Enterprise Partner’s use of the Payment Services.



3.2 **Required Information.** The Enterprise Partner is required to provide the Company with certain information relating to the Designated Account. The Enterprise Partner must provide the Company with accurate and complete information and keep the information up-to-date. The Enterprise Partner must notify the Company immediately of any changes to the Designated Account; failure to do so will be considered a breach of the Agreement.

4. **Confidentiality.** Enterprise Partner understands and acknowledges that, during Enterprise Partner's relationship with the Company under this Agreement, Enterprise Partner has had and will have access to and has learned and will learn (i) information proprietary to the Company and its affiliates (collectively for purposes of this Section, the "**Company**") that concerns the operation and methodology of the Company Business as the same is now and hereafter conducted by the Company, and (ii) other information proprietary to the Company, including, without limitation, trade secrets, know-how, prices, customer and supplier lists and data, customer databases, pricing and marketing plans, policies and strategies, details of customer and supplier relationships, operations methods, sales techniques, business acquisition plans, the identity of employees and other Enterprise Partners, new recruitment and personnel acquisition plans, processes, patent and trademark applications, Web sites, Internet addresses, email addresses and domain names, including all software, information and processes necessary to operate the Company's Web site, and all other confidential information with respect to the Company Business (collectively, "**Proprietary Information**"). Enterprise Partner agrees that, from and for five (5) years after the Effective Date, Enterprise Partner will keep confidential and will not disclose directly or indirectly any such Proprietary Information to any third party, except as required to fulfill Enterprise Partner's duties as an Enterprise Partner of the Company during the Term of this Agreement, and will not use such Proprietary Information except for the Company's benefit and for the Company Business and will not misuse, misappropriate, or exploit such Proprietary Information in any way. The restrictions contained herein and set forth in **Exhibit C** (the "**Mutual Non-Disclosure and Non-Circumvention Agreement**") shall not apply to any information that was (a) already available to the public at the time of disclosure, or subsequently becomes available to the public other than by breach of this Agreement, or (b) disclosed due to a requirement of law, provided that Enterprise Partner shall have given prompt notice of such requirement to the Company to enable the Company to seek an appropriate protective order with respect to such disclosure. The parties agree that the terms of this Agreement shall be kept strictly confidential and that Enterprise Partner shall not disclose the contents of this Agreement to any person or third party without the prior written consent of the Company; provided, however, that Enterprise Partner may disclose and discuss the terms of this Agreement with his attorneys, accountants and advisors and that prior to any such disclosure by Enterprise Partner he shall inform them of the confidential nature of this Agreement.

5. **Noncompetition and Nonsolicitation.**

5.1 During the period commencing on the date of this Agreement and ending on the date that is the one (1) year anniversary of the date that Enterprise Partner's relationship with the Company expires or is earlier terminated (the "**Noncompetition Period**"), During the Noncompetition Period, Enterprise Partner shall not, directly or indirectly, (i) solicit for employment or otherwise induce, influence or encourage anyone to terminate their employment or relationship with the Company or any of its affiliates, or employ or engage as an Enterprise Partner, any current or former employee or Enterprise Partner of the Company or any of its affiliates (each, a "**Covered Person**") except: (a) pursuant to a general solicitation through the media or by a search firm in either case, that is not direct specifically to any employees or Partners of the Company, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 5; or (b) if the Company terminated the relationship of such Covered Person before the Restricted Person having solicited or otherwise contracted such Covered Person or discussed the employment or other engagement of the Covered Person; (ii) solicit business from or induce, influence or encourage any client, customer, supplier, financier or other similar third party of the Company or any of its affiliates to alter, terminate or breach its contractual relationship or other business relationship with the Company or any of its affiliates; or (iii) seek to work directly with any financing partner of the Company.

5.2 In the event of a Restricted Person's violation of this Section 5 hereof, Enterprise Partner shall pay to the Company an amount equal to the greater of **One Hundred Thousand Dollars (\$100,000.00)**, such Covered Person's annual compensation and such Covered Person's contribution to gross revenue (as reasonably determined by the Company) (the "**Covered Person Liquidated Damages**"). The parties intend that the foregoing Covered Employee Liquidated Damages constitutes compensation, and not a penalty. The parties acknowledge and agree that the Company's harm caused by a Restricted Person's breach of this Section 5 would be impossible or very difficult to accurately estimate and that the Covered Person Liquidated Damages are a reasonable estimate of the anticipated harm that might arise from such breach. In the event of a Restricted Person's violation of Section 5.2(ii) or (iii) of this Agreement, Enterprise Partner shall pay the Company and amount equal to Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Business Liquidated Damages**"). The parties intend that the foregoing Business Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the Company's harm



caused by a Restricted Person's breach of this Section would be impossible or very difficult to accurately estimate the anticipated harm that might arise from such a breach.

5.3 Enterprise Partner agrees that the amount of damage resulting to the Company from a violation of this Section 5 is difficult to ascertain and acknowledges that the Company shall be entitled to liquidated damages as set forth in Section 5.3, for loss of revenue and not as a penalty, from Enterprise Partner if he violated this covenant in the amount of any affected Contract's monthly payment to the Company, in addition to permanent injunctive and other applicable relief. The Company shall also be entitled to equitable relief, including, but not limited to, an injunction, and such relief shall be cumulative and in addition to any other remedies that the Company may have hereunder and/or at law or in equity.

**6. Interpretation and Acknowledgment.**

6.1 It is the intention of the parties hereto that the noncompetition and nonsolicitation covenants contained in Section 5 of this Agreement be enforced to the greatest extent (but to no greater extent) in time, scope, and degree of participation as is permitted by applicable law. To this end, the parties hereto agree that such covenants shall be construed to extend in time and territory and with respect to degree of participation only so far as they may be enforced, and that such covenants are to that end hereby declared divisible and severable because it is a purpose of this Agreement to govern competition by Enterprise Partner anywhere in the United States in which the Company, during the Noncompetition Period, is engaged or intends to become engaged in the Company Business.

6.2 Enterprise Partner acknowledges that Enterprise Partner's covenants and agreements in Section 5 of this Agreement are reasonable and necessary to protect the Company's legitimate interest in its Proprietary Information and goodwill. Enterprise Partner acknowledges that Section 5 of this Agreement is not so broad as to prevent Enterprise Partner from earning a livelihood or practicing Enterprise Partner's chosen profession after termination or expiration of this Agreement.

6.3 The parties hereto acknowledge that this Agreement does not, and will not, create any obligation on behalf of the Company to hire Enterprise Partner after the expiration of the Term. Enterprise Partner hereby acknowledges that the covenants and agreements in Section 5 shall remain enforceable if the Company terminates Enterprise Partner's relationship with the Company under this Agreement for Cause prior to the end of the Term.

**7. Non Disparagement.**

7.1 During and after the Term of this Agreement, Enterprise Partner and any of its affiliates (each, a "**Restricted Person**") agree not to disparage the Company, its officers, directors, employees, consultants or affiliates; provided, however, that Enterprise Partner may give truthful testimony given in compliance with a lawful subpoena or court order.

8. **Consent to Judgment.** Enterprise Partner agrees to execute the Consent to Judgment attached hereto as **Exhibit D**, (the "**Consent to Judgment**") which will, in the event Enterprise Partner breaches this Agreement, allow the Company to obtain an immediate judgment against Enterprise Partner for (i) any Deficiency (as defined in **Exhibit A**), which has not been repaid to the Company, unfulfilled leads/appointments or (ii) the Personal Sales advance monies paid by the Company to Enterprise Partner pursuant to this Agreement, which have not been repaid to the Company or otherwise set off against Enterprise Partner's compensation, plus the Company's costs and attorneys' fees incurred with respect thereto.

9. **Prior Agreements.** The parties hereto hereby agree and acknowledge that to the extent Enterprise Partner has been retained by the Company for part or all of the Term under a prior agreement, this Agreement shall supersede and replace any prior agreement with respect to the Term and shall control for purposes of determining Enterprise Partner's compensation for the Term.

10. **Enterprise Partner Handbook.** Upon Enterprise Partner's receipt of the Company's Handbook, Enterprise Partner shall execute a form of Acknowledgement and Receipt whereby Enterprise Partner shall acknowledge that he has received, reviewed, and agreed to comply with the Company's Enterprise Partner Handbook, which sets forth the Company's guidelines and policies. Enterprise Partner acknowledges and agrees that the Company may periodically update and modify the Company's Enterprise Partner Handbook in its sole discretion upon one (1) business day's notice.

**11. Notices.** Any notice sent to the Company hereunder shall be addressed as follows:

Dvinci, Inc.



62 Rose St.  
Revere, MA 02151  
Attention: Walid Halty

12. **Code of Conduct.** Enterprise Partner hereby covenants and agrees to comply with the Company’s Code of Conduct (the “*Code of Conduct*”), which is set forth in the Company’s Handbook, as well as [www.dvinci.co/Legal/CodeOfConduct](http://www.dvinci.co/Legal/CodeOfConduct). Enterprise Partner acknowledges and agrees that the Company may periodically update and modify the Code of Conduct in its sole discretion upon one (1) business day’s notice. Enterprise Partner further acknowledges and agrees that Enterprise Partner’s material breach of the Code of Conduct may result in fines, suspension, and/or termination for Cause.

13. **Miscellaneous.** This Agreement is binding upon and for the benefit of the parties hereto, their respective officers, directors, employees, partners, principals, successors and assigns. Enterprise Partner may not assign this Agreement without the prior written consent of the Company, which consent may be withheld in the sole discretion of the Company. The Company may assign this Agreement in its discretion without the consent of any other party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than the State of Delaware. If legal action is commenced by any of the parties hereto with respect to the subject matter hereof, the parties hereto agree that the jurisdiction and venue of such action shall be in the state or federal court of competent jurisdiction located in the State of Delaware. The parties hereto hereby accept Delaware’s jurisdiction and agree to accept service of process as if they were personally present and served within such jurisdiction. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to its reasonable attorneys’ fees and costs incurred in connection therewith. Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa. This Agreement, in conjunction with all **Exhibits**, is intended to comply with the requirements of Section 3508 of the Internal Revenue Code as such section applies to “direct sellers.”

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year first written above.

**THE COMPANY:**

Dvinci, INC.

By:

Name: Walid Halty

Title: President

**Enterprise Partner:**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A - Compensation Rates**

Enterprise Partners earn compensation in the form of commissions (“*Earnings*”). These commissions are earned on projects that are processed via the Dvinci Fulfillment platform. Commissions are earned and advanced/paid in two (2) tranches, which are contingent upon the project successfully completing specific stages in the fulfillment process:

1. Tranche 1 Advanced @ 30% of Total Potential Commission at “Design Approved” stage  
Partners are eligible for an additional 20% advance (totally a 50% Advance) for a 5% fee on total project commissions
2. Tranche 2 Paid @ 70% of Total Net Earned Commission at “Installation Complete” stage.

Compensation becomes eligible for payment when (i) the Finance Company has approved and released funding for the Contract, (ii) the Installer/Fulfillment Partner has approved and released funding for the Contract, (iii) the funds from the Finance Company and Installer/Fulfillment Partner are considered Collected Funds, and (iv) the Enterprise Partner is active and in good standing with the company, or has not been deactivated for Cause. In order for funds to be considered “*Collected Funds*” those monies must have been received by, cleared by, and made available by the Company’s bank.

Once earned, commission payments are processed bi-weekly on Friday. The eligible commissions are paid on the next bi-weekly Friday after collected funds have been received relative to the project(s).

Enterprise Partners will source their projects through 2 distinct channels: Self-Generated and Dvinci-Generated. Self-Generated projects are derived from leads and appointments generated through the personal resources of the Enterprise Partner. Dvinci-Generated projects are derived from leads and appointments provided to the Enterprise Partner by the Company’s lead generation and appointment assignment service.

The commission structures for these channels are different. The commissions advanced/earned on Dvinci-Generated projects reflect the cost of the lead generation and appointment setting services provided to the Enterprise Partner by the Company. Additionally, commission rates may change due to fluctuations in costs associated with lead generation, appointment setting, and fulfillment services.

Commissions are subject to adjustments associated with project changes, delays, and/or cancellations. Delays associated with incomplete or “at risk” contracts or design changes can suspend the processing of the project through the fulfillment process, and impact when a commission is earned and paid. However, project cancellations associated with projects that have reached the “Design Approved” stage and beyond result in charge-backs against the Enterprise Partner’s commissions.

The Company has the option of not advancing the Tranche 1 payment. Tranche 1 payments are considered advances subject to the adjustments or charge-backs discuss above. The Company can choose to not advance the Tranche 1 payment if either the Enterprise Partner’s balance of charge-backs exceeds the total combined Tranche 1 and Tranche 2 payments eligible for payments, or number of incomplete or “at risk” projects exceeds the number of projects not subject to adjustments.

If a project is canceled after the “Design Approved” stage, the commissions earned and/or paid on that project are charged back against present and future commissions. Commissions earned on new projects are not paid until the accumulated balance of charge backs has been eliminated or satisfied.

The Enterprise Partner authorizes the Company to initiate, process, transmit, and settle ACH debits or credits to the Designated Account specified by the Enterprise Partner. The authorization will remain in effect, even after termination of the Agreement, until the Company, in its sole discretion, decides that all of the financial obligations related to the Enterprise Partner have been fully satisfied. The Enterprise Partner irrevocably authorizes the Company to debit the Designated Account for the amount of any chargebacks, ACH returns, fines, losses, and costs that we may incur because of the Enterprise Partner’s use of the Payment Services.

The Enterprise Partner is required to provide the Company with certain information relating to the Designated Account. The Enterprise Partner must provide the Company with accurate and complete information and keep the information up-to-date. An **ACH Authorization Form** has been provided as part of Exhibit A, and must be completed and returned to The Company prior to



the payment of any Earnings. The Enterprise Partner must notify the Company immediately of any changes to the Designated Account.

**EXHIBIT B - Redline**

**Dvinci's Service Areas: MA RI NJ NY CA TX FL NV NM AZ MD PA**

**Base of \$2.30** at 0-14 installs/month

**Base of \$2.20** at 15 installs/month

**Base of \$2.15** at 30 installs/month

**Base of \$2.10** at 45 installs/month

Base Fee assumes all black 300+ watt triple black tier 1 Panels, SolarEdge with Optimizers

Partners receive an 80/20 split above base fee where dealer keeps 80% of difference between sold ppw less dealer fees and adders and the baseline above based on volume.

*Example:*

*\$2.20/watt Baseline*

*\$4.20/watt Sold Price*

*\$3.80/watt Base Price (after dealer fees)*

*\$3.80 - \$2.20 = \$1.60/watt*

*\$1.60/watt \* 80% = \$1.28/watt = \$1,280/kw*


EXHIBIT C - Adders

ID	Adder	Dvinci CA	Unit
1	Hanwha Q Cells 315 BOB	\$0.00	watt
2	Panasonic 325 BOB	\$0.40	watt
3	LG335 BOB	\$0.30	watt
4	LG350 BOW	\$0.30	watt
5	LG375 BOW	\$0.60	watt
6	Solaria 365 BOB	\$0.40	watt
8	Silfab 320 BOB	\$0.10	watt
9	200 Amp MPU	\$2,250	ea
10	SCE GMA	\$500	ea
11	SDGE RMA	\$1,350.00	ea
12	Meter Move w/ Panel Upgrade	\$3,500.00	ea
13	Steep Roof (8/12 pitch and higher)	\$0.35	watt
14	3 or more roof planes	\$0.10	watt
15	Interior Conduit (1 story of drywall)	\$800.00	ea
16	Attic Conduit (when not necessary)	\$600.00	ea
17	Roof Obstruction Relocation	\$350.00	ea
18	Tree Branch Removal	Quote	N/A
19	Ground Mount	\$0.50	watt
20	Dirt Trenching over 50'	\$15.00	foot
21	Dirt Trenching under 50'	\$25.00	foot
22	Concrete Trenching over 10'	\$30	foot
23	Concrete Trenching under 10'	\$50.00	foot
24	Trenching around granite rock	Quote	N/A
25	Cancellation Prior to Site Audit	\$0.00	ea
26	Cancellation Prior to Permit Submittal After S.A	\$500.00	ea
27	Cancellation Prior to Crew Mobilization or Material Delivery But After Permit Submittal	\$1,500.00	ea
28	Dvinci Appointment Adder	\$0.25	watt
29	Site Audit Fee	\$150.00	ea



**EXHIBIT D - Financing Products**

Market	Available Financing
MA, NJ	TPO, Loan, Storage
RI	TPO
MD	TPO
NY	TPO
PA	TPO
CT	TPO, Loan, Storage
TX	TPO, Loan, Storage
FL	Loan, Storage
CA	TPO, Loan, Storage
AZ	TPO

TPO means "Third Party Owned" aka PPA/Lease Product

Financier	Product Type	Term	Interest	Dealer Fee
Sunnova	Lease	25	N/A	0%
Sunnova	PPA	25	N/A	0%
Sunnova	PPA EZ	25	N/A	0%
Sunnova	Loan	25	5.99%	Varies
Sunnova	Loan	25	3.49%	19.50%
LoanPal	Loan	10	3.99%	14.25%
LoanPal	Loan	15	3.99%	16.74%
LoanPal	Loan	20	4.99%	14.50%
LoanPal	Loan	20	3.99%	18.25%



**EXHIBIT E**

***APPOINTMENT SERVICES***

Dvinci offers in person and virtual set, qualified, and confirmed homeowner appointments to approved Enterprise Partners at \$100/Sit upfront, and a \$0.25 adder on installed projects from Dvinci appointments.

Enterprise Partner is eligible for appointments from Dvinci after at least 5 self generated projects are put through Dvinci, and Partner shows proof that they are doing at least 15 installs per month.

If Enterprise Partner partakes in receiving appointments from Dvinci, the appointments are to be sold EXCLUSIVELY through Dvinci and installed by Dvinci. If not, the below consent to judgement in Exhibit G will be enforced for a minimum full price of \$250 per appointment that has been provided to the Partner to date.

Enterprise Partner may elect to instead purchase appointments at market pricing provided by Dvinci completely upfront with a minimum order of 30 in which fulfillment can be with Dvinci or not.



**ACH PAYMENT AUTHORIZATION FORM**  
Electronic Transfer

**Enterprise Partner:** \_\_\_\_\_

**Enterprise Partner Address (Required):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Enterprise Partner Email (Required):** \_\_\_\_\_

---

**Bank Name:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Routing Number (9 digit ABA#):** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Name as it appears on the account:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**IF THIS IS A CHANGE TO AN EXISTING BANK ACCOUNT, PLEASE PROVIDE THE LAST 4 DIGITS  
OF THE CURRENT ACCOUNT # ON FILE:** \_\_\_\_\_



**EXHIBIT F**

**INSURANCE REQUIREMENTS**

Enterprise Partner shall obtain, maintain and pay for the following minimum insurance coverage during the term of this Agreement and for two years thereafter:

**Commercial General Liability Insurance:** in a form or forms covering all origination activities undertaken by Originator and all sub-Partners, written on an occurrence basis, including coverage for products and completed operations, Enterprise Partners, premises and operations, personal injury, broad form property damage, and blanket contractual liability, in an amount at least equal to five hundred thousand dollars (\$500,000) per occurrence, one million dollars (\$1,000,000) in the aggregate for completed operations, and one million dollars (\$1,000,000) general aggregate.

**Workers' Compensation Insurance:** Required by the Laws of any state in which the Installation is to be performed and Employers Liability insurance with limits of at least:

1. \$250,000 for Bodily Injury – each accident
2. \$250,000 for Bodily Injury by disease – policy limits
3. \$250,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of Dvinci, Inc., its shareholders, directors, officers and employees.

**Commercial Automobile Liability Insurance:** in an amount at least equal to five hundred thousand dollars (\$500,000) combined single limit. Autos shall include any and all vehicles, whether hired, leased, owned, or rented, that will be used in connection with origination activities. The limit shall be not less than \$500,000 each accident for bodily injury and property damage. Originator shall also comply with any additional insurance requirements and terms included in any applicable state or utility rebate or incentive program contract and/or rules.

**Insurance Companies.** Each policy of insurance shall be obtained from an insurer rated "A-" or higher and categorized "VII" or greater in "Financial Size" by Best's Insurance Guide.

**Deductibles.** Originator shall pay any deductible amounts.

**Notice of Insurable Events.** Originator shall immediately notify Dvinci, Inc. in writing of any occurrence on or off the Customer Site which may give rise to a claim for damages against Dvinci, Inc. or any insurance coverage relating to its Services.

**Insurance Amounts Not a Limit of Liability.** The amount of insurance contained in this Exhibit shall not be construed to be a limitation of the liability on the part of the Originator or any of its subPartners or limit the rights of Dvinci, Inc. under the Agreement.

All required insurance policies have been endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies has been provided to Dvinci, Inc. on a continuous basis and on a standard ACORD form, providing not less than thirty (30) calendar days' notice of cancellation or material alteration except for the reason of non-payment of premium, for which at least ten (10) calendar days' notice will be provided. These same policies, including Workers' Compensation will all provide a blanket waiver of subrogation to the benefit of Dvinci, Inc. The commercial general liability policy listed above will name Dvinci, Inc. and its Affiliates as a loss payee. This insurance is primary, not contributory, and not in excess of any other insurance of certificate holder.



**EXHIBIT G**

**CONSENT TO JUDGMENT**

The undersigned is executing this Consent to Judgment in favor of Dvinci, Inc., a Delaware corporation, or its assigns (the “*Company*”).

In the event that the undersigned either (i) breaches that certain Enterprise Partner Agreement (the “*Agreement*”) by and between the Company and the undersigned, to which this Consent to Judgment is an exhibit, or (ii) fails to exclusively sell, market or service appointments generated by the Company (the date of such breach or failure to continue in the Company’s service, the “*Breach Date*”), then the undersigned agrees that: (A) the undersigned shall pay any and all of the Company’s costs of collection, including attorneys’ fees, incurred to collect the amount of advanced or earned commissions, if any, to the undersigned that has not be returned to the Company or otherwise offset against the compensation owed to the undersigned by the Company (collectively, the “*Unreturned Earnings*”); and (B) the undersigned shall pay the entire amount of all paid advances, all appointments delivered since inception of partnership for a minimum cost of \$250 per each appointment delivered, together with all attorneys’ fees and costs incurred by the Company in connection therewith, with interest accruing at the rate of 18% per annum, compounding annually, from the Breach Date.

In the event that the undersigned fails to timely repay any Deficiency (as defined by the Agreement) (the date of such default, the “*Default Date*”), then the undersigned agrees that: (1) the undersigned shall pay any and all of the Company’s costs of collection, including attorneys’ fees, incurred to collect the amount of the Deficiency; and (2) the undersigned shall pay the entire amount of the Deficiency, together with all attorneys’ fees and costs incurred by the Company in connection therewith, with interest accruing at the rate of 18% per annum (or the highest interest charge allowed by the State of Delaware), compounding annually, from the Default Date.

This Consent to Judgment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws. By executing this Consent to Judgment, the undersigned agrees to submit to the exclusive jurisdiction of and agrees to the venue of the courts of the State of Delaware. The undersigned agrees not to bring an action in any court of law located outside of the State of Delaware.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_