

EXHIBIT A - CODE OF CONDUCT

Every individual that represents Dvinci Energy through our dealer network act with integrity and professionalism. As a dealer, you agree to ensure that all representatives conduct themselves according to this code of conduct.

Customer Relationships

Every customer or potential customer deserves to be treated with respect and dignity. The obligation of a dealer and all their representatives is to ensure that customers are informed of the commitments they are making through the agreement. Neither dealers nor their representatives should ever misrepresent, distort, falsify, or present information that is not in accordance with the customer agreement or Dvinci Energy training and ideals. Anything that involves a deliberate intention to deceive, either for profit or advantage, or implies a purposeful emphasizing of certain statements as to produce an inaccurate or misleading impression is not in accordance with Dvinci Energy policies or code of conduct. Building customer relationships and cultivating them over time is vital to long-term success in the solar industry.

As a dealer, you agree to abide by all of the following:

- Understand the potential customer's situation, including their suitability for solar, which is based on their location, roof, utility district, rate structure and current usage.
- Create proposals that accurately represent pre-solar energy consumption and the home's physical properties.
- Take care to explain the key terms of the agreement including the duration of the agreement, the fact that that the customer owns the system, the presence of the annual increase and the rate they will pay for the electricity.
- Make accurate representation regarding potential savings from solar and the effect of future utility rates on those potential savings.
- Set accurate expectations with regard to the installation process and timeline.
- Comply with all applicable laws.
- Understand and comply with the policies and requirements of the Financing Company(ies).
- a Customer.
- Provide Financing Company only with authentic Customer contact information, including Customer email addresses and phone numbers.

Any phrase that connotes a direct or exclusive relationship with Dvinci Energy is a violation of the code of conduct. Under no circumstances should a representative refer to themselves as an employee of or formally associated with a utility company or a Dvinci Energy financing partner.

Acknowledgement

I acknowledge that I have read, signed, and been furnished with a copy of this Agreement with the Company. I certify that I will comply with all the provisions of this Agreement, including my obligation to comply with the Company Code of Conduct.

I acknowledge that should I, or any representative of myself or company, fail to comply with any part or provision of the Company code of Conduct, there may be corrective actions taken by the Company towards myself and the aforementioned representatives in order to resolve any issues that arise from such conduct including, but not limited to, monetary recompense or termination of the business relationship.

DEALER PRINCIPAL

Authorized Signature

Printed Name

EXHIBIT B

CONSENT TO JUDGMENT

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

In the event that the undersigned either (i) breaches that certain Dvinci-Generated Appointments Agreement or the Independent Contractor Agreement (the "*Agreement*") by and between the Company and the undersigned, to which this Consent to Judgment is an exhibit, or (ii) fails to remain in the continuous service of the Company as a Independent Contractor until at least July 18th, 2021 (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 the Appointments generated and any such advances or commissions Paid, 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 Lead Generation Costs and Earnings*"); and (B) the undersigned shall pay the entire amount of the Unreturned Lead Generation Costs and Earnings and commission advances, together with all attorneys' fees and costs incurred by the Company in connection therewith, with interest accruing at the rate of 10% 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 10% per annum (or the highest interest charge allowed by the Commonwealth of Massachusetts), compounding annually, from the Default Date.

This Consent to Judgment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, 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 Suffolk County in the Commonwealth of Massachusetts. The undersigned agrees not to bring an action in any court of law located outside of the District Courts of Suffolk County in the Commonwealth of Massachusetts.

Signature: _____

Printed Name: _____