

Community Solar Agency Agreement

Plain Language Summary: This Agency Agreement authorizes GreenWATT USA Inc. to act on your behalf to enroll you in a community solar program if one is available in your area, including the authority to act as your agent to sign subscription agreements and other documents on your behalf. You can terminate this authorization at any time.

This Community Solar Agency Agreement ("Agency Agreement") explains how we act on your behalf through our "Community Solar" service to sign you up for community solar and reduce the overall costs of your utility bill through enrollment. This Agency Agreement reflects a binding legal contract between you and GreenWATT USA Inc. It is important that you read this Agency Agreement carefully because if you sign up with us, you consent to the practices we describe below including authorizing us to sign legal documents for you and act on your behalf. If you do not agree to the practices described, you may not sign up for GreenWATT USA Inc. services

1. Introduction

- A. By entering into this Agency Agreement, you acknowledge that you have read, understood, and agreed to be bound and abide by this document. GreenWATT USA Inc. role as agent is limited to the specific purposes described in this document and does not extend to any other matters.
- B. If at any time you do not consent to this Agency Agreement, you must immediately terminate your use of the Services. GreenWATT USA Inc. reserves the right to modify any features of the Services at any time at its sole discretion. GreenWATT USA Inc. will notify you of any significant changes to our prices, terms, and conditions, however, you are expected to check the GreenWATT USA Inc. website frequently so you are aware of any changes. Any changes will be effective immediately.
- C. In New York, existing or planned community solar projects generate "bill credits" that can be purchased by customers. The bill credits can reduce or eliminate the utility bills, or the supply charges on the utility bills, of customers who subscribe to a community solar project. GreenWATT USA Inc. enters into agreements with Solar Developers and, as part of these agreements, GreenWATT USA Inc. commits to find subscribers to those projects who are eligible to receive the bill credits.
- D. This Agency Agreement allows GreenWATT USA Inc. to sign a subscriber agreement for a community solar project on your behalf if you are eligible so that you can acquire bill credits that will reduce your utility bill. A sample subscriber agreement is available at www.solar.greenwattusa.com. However, your specific subscriber agreement may differ from these and will be provided to you as described below.

2. Community Solar Agency Agreement

- A. You authorize GreenWATT USA Inc. to act as your agent to identify opportunities for you to participate as a subscriber in a community solar project in your area. GreenWATT USA Inc. may not be able to perform this activity for every User or in every jurisdiction, and we reserve the right to perform this activity at our sole discretion.

- B. GreenWATT USA Inc. does not commit to surveying all opportunities available to you or identifying the most economically advantageous opportunity for you. GreenWATT USA Inc. typically has preexisting relationships with one or more Solar Developers that will provide these opportunities.
- C. You authorize GreenWATT USA Inc. to act as your agent to receive marketing and other promotional materials from these developers on your behalf.
- D. GreenWATT USA Inc. only works with solar developers that permit subscribers to cancel their subscription at any time with no fee. Because the bill credits generated under the subscriber agreement reduce your utility bill, GreenWATT USA Inc. guarantees that any subscriber agreement that it identifies for you will charge you less than you would have otherwise paid to your utility, although GreenWATT USA Inc. does not guarantee any specific reduction.
- E. If GreenWATT USA Inc. identifies such an offer for you, it will communicate that offer to you by email at the email address GreenWATT USA Inc. has on file for your account. You will always have the opportunity to opt-out of the offer. That offer will include a copy of the subscriber agreement that GreenWATT USA Inc. intends to sign on your behalf.
- F. You authorize GreenWATT USA Inc. to act as your agent for the purpose of signing the agreement that was provided to you by email in your name if you do not opt-out of the offer within the time period provided.
- G. In certain states, community solar developers are required to provide subscribers specific information relating to their project and subscription through form disclosures. A copy of the form is available here for your review: For **NEW YORK** a completed copy of this form will be provided to you contemporaneously with the subscriber agreement. If you do not opt out of the subscription, you authorize GreenWATT USA Inc. to act as your agent for the purpose of signing the form that was provided to you by email. You also authorize GreenWATT USA Inc. to provide this signed form to others as your agent.
- H. You agree that GreenWATT USA Inc. may sign such contracts, agreements, and forms on your behalf with the signature “[USER FIRST NAME LAST NAME] BY GreenWATT USA Inc. (LOA)” or similar language. You authorize GreenWATT USA Inc. to act as your agent in signing such contracts or agreements, and you agree that such contracts or agreements will have the same legal effect as if you had signed them yourself.
- I. You grant GreenWATT USA Inc. your explicit, informed, and affirmative consent to take these steps as your agent and enroll you to a subscriber agreement, and you authorize GreenWATT USA Inc. to convey that explicit, informed, and affirmative consent to a solar developer on your behalf. If you fail to opt-out, you understand and agree that any such subscription will occur automatically without your additional consent.
- J. **You understand that GreenWATT USA Inc. typically receives compensation from developers of community solar projects for subscribing and attempting to subscribe customers. You consent to this material benefit from a third-party provided to your agent if you are subscribed to a project.**

- K. You understand that any subscription agreement that GreenWATT USA Inc. enters into on your behalf may not offset the total amount of your utility bill and you will remain responsible for any portion of your utility bill that is not offset by the community solar credits.
- L. You understand that the Solar Developer may alter the allocation of the bill credits among subscribers at any time and any change in the allocation may decrease the total reduction in the amount of your overall bill. If your consent is required to agree to such a change, you agree to permit GreenWATT USA Inc. to act as your agent in providing the consent required. However, GreenWATT USA Inc. guarantees that you will never pay for credits that you do not receive and your allocation of bill credits will never be altered in such a manner as to provide allocated credits that exceed your total estimated annual energy bill.
- M. There is no direct cost to you for this Service, and you may cancel at any time by calling 800-998-3604 or contacting us online at support@greenwattusa.com. If you cancel, we will promptly notify the Solar Developer on your behalf and they will inform your utility to cease to allocate the community solar bill credits to your account. You will be responsible for paying for any bill credits that you receive that reduce your utility bill during the time it takes to process the cancellation.
- N. You understand that GreenWATT USA Inc. will not subscribe you to a community solar project if you are already subscribed to a project. If you independently subscribe to a project after we have subscribed you to a project, we may, in our sole discretion, cancel the community solar subscription through GreenWATT USA Inc..
- O. You agree that GreenWATT USA Inc. may share your Utility Account Information and Utility Account Credentials with Solar Developers as needed, and in conformity with our Privacy Policy, to accomplish subscription solicitation, execution, enrollment, and services post-execution. You further agree that Solar Developers may share information it has about you to GreenWATT USA Inc. to accomplish contract solicitation, execution, enrollment, and services post-execution. GreenWATT USA Inc. may show this Agency Agreement to Solar Developers or other authorized parties as required or authorized by law.
- P. You will receive any notifications about potential changes to your subscription agreements to the email address GreenWATT USA Inc. has on file for your Account. You will also be able to view the status and history of your subscriber agreements by viewing past billing information in your Utility Account or as otherwise presented to you by GreenWATT USA Inc.

3. GreenWATT USA Inc. is Not Your Utility or Solar Developer

- A. GreenWATT USA Inc. does not supply, transmit, or distribute electricity or natural gas and is not affiliated or endorsed by any Utility or Solar Developer. By using GreenWATT USA Inc. Services, you acknowledge and agree that GreenWATT USA Inc. is acting only as your agent and is not a party to any transaction between you and your Utility or Solar Developer. Accordingly, GreenWATT USA Inc. assumes no responsibility and will have no liability of any kind whatsoever in respect to your dealings with your Utility or Solar Developer including with regards to electric or natural gas delivery, payments, notices, and the proper and timely delivery of goods or services by your Utility or Solar Developer.

- B. GreenWATT USA Inc. in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by your Utility or Solar Developer. Statements and opinions of your Utility or Solar Developer are not representations of GreenWATT USA Inc. or its business partners.
- C. GreenWATT USA Inc. is not liable for the accuracy of your Utility bill, charges, or statement, including your metering. Any discrepancies or disputes regarding the accuracy of your Utility Statement must be addressed with your Utility or Solar Developer directly. You understand and agree that any Utility Statement provided to you through the Services may be delayed or prevented by a variety of factors.
- D. We use commercially reasonable efforts to provide Statements in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any Statement. You also agree that GreenWATT USA Inc. will not be liable for any delays, failure to deliver, or misdirected delivery of any Statement; for any errors in the content of a Statement; or for any actions taken or not taken by your or any third party in reliance on a Statement.
- E. GreenWATT USA Inc. assumes no responsibility, and will not be liable, for your failure to take any action or inaction with respect to your Utility Account(s) or your failure to receive any information with respect to any Utility Account(s). You agree to hold GreenWATT USA Inc. harmless should your Utility fail to deliver your Utility Statement(s). You are responsible for ensuring timely payment of all Utility Statements.
- F. These Terms do not alter any liability or obligations that currently exist between you and your Utility. You agree that your relationship with your Utility is governed solely by the agreement(s) with your Utility and its filed tariffs.