



New Jersey Community Solar Disclosure Form

Document Overview: This document is designed to help you understand the terms and cost of your community solar contract. This document is not our contract. Read this document and your contract carefully so that you fully understand your community solar contract. Please consult an attorney if you have any questions. Complaints should be addressed first to your community solar provider and, if the issue remains unresolved, to the Board of Public Utilities.

CUSTOMER INFORMATION	COMMUNITY SOLAR PROVIDER INFORMATION
Customer Name:	Company Name: Eversolar
Address:	Address: 265 Hackensack St. PMB 121
City, State, Zip:	City, State, Zip: Wood Ridge, NJ 07075
Phone:	Phone: (551) 278-9727
Email:	Email: Care@NJEversolar.com
EDC electric service territory:	Website: https://njeversolar.com/
EDC account number:	

SUBSCRIPTION AGREEMENT INFORMATION		Reference Page or Section
Subscription Size	<p><input checked="" type="checkbox"/>% of the Solar Project nameplate capacity. Total nameplate capacity of the Solar Project is estimated to be <input checked="" type="checkbox"/>.</p> <p>This subscription will represent approximately 80-100% of your electricity usage over the last 12 months once your historical Utility usage is verified.</p>	4
Subscription Model	<p>Your subscription cost is a variable payment per month.</p> <p>Each month, you will receive two bills: one from Utility and another from Eversolar. Each month the Solar Project will generate electricity that is converted to a dollar amount by Utility (the "Solar Credits"). A portion of these Solar Credits will be allocated to you in accordance with your Subscription Size. Your Utility bill will be reduced by the Solar Credits allocated to your account. The Eversolar bill will be equal to 79% of the Solar Credits applied to your Utility bill, resulting in a 21% discount.</p>	5
Prices and Fees	<p>There are no fees to enroll or to cancel and no hidden fees. You will be responsible for any applicable sales tax (per New Jersey or local law), late fees (1.5%), and/or fees for bounced ACH or rejected credit/debit card payments (up to \$25).</p>	5
Payment Details	<p>You will receive either an electronic invoice (sent to your email address above) or a paper invoice (sent to your U.S. mail address above) based on your election below. You choose to receive:</p> <p>Regardless of how you choose to receive your invoice, you must enroll for automatic payment (via credit or debit card) unless you have elected to pay by check and meet Eversolar's credit requirements for customers electing to pay by check. You will be billed monthly, and payments will be due ten (10) days from the date of each bill. Late or rejected payments will incur an additional fee noted in the "Penalties" section, below.</p>	5

Eversolar Community Solar Subscription Agreement

Penalties	<p>You may cancel your Subscription at any time. There are no cancellation or termination fees, but you will be billed for and pay Eversolar for Solar Credits until the Utility has ceased allocating credits to you, as described in the Contract Term section, below.</p> <p>If you fail to make a payment when it is due and such failure continues for a period of ten (10) days, you will be charged an added fee of one percent (1.5%) of the overdue balance per month (or the greatest interest allowable by law, whichever is less), and your subscription may be cancelled. You will also be charged a fee, up to \$25, for rejected credit/debit card payments.</p>	5
Benefits	<p><i>The following are estimates assuming a subscription of 7,500 kWh of community solar electricity per year and an average Solar Credit of \$0.15/kWh.</i></p> <p><u>Usage, Pricing, and Solar Credit Value:</u></p> <ul style="list-style-type: none"> • Estimated annual solar kWh allocated: 7,500 kWh • Estimated average Utility bill value of Solar Credits: \$0.15/kWh • Estimated annual Solar Credits value applied to Utility bill: \$1,125.00 • Price paid to Eversolar for Solar Credits: \$888.75 <p><u>Savings from 21% Discount:</u></p> <ul style="list-style-type: none"> • Estimated annual savings (in \$): \$236.25 • Estimated savings over twenty (20) years: \$4,725 	4
Guaranteed or Fixed Savings	<p>Customers payment for Solar Credits will be fixed at 79% of their value, resulting in guaranteed savings of 21% for those Solar Credits delivered..</p>	5
Contract Term; Automatic Renewal	<p>This contract is effective on the date that you sign this Disclosure Form and the Community Solar Subscription Agreement (the "Subscription Agreement"). You will start receiving Solar Credits and be billed for your Subscription after the solar facility to which you have been assigned commences commercial operation. Eversolar will notify you of the commercial operation status of the facility before you receive your first Solar Credits and your first bill for those Solar Credits from Eversolar.</p> <p>Your Subscription Agreement is month-to-month, meaning you can cancel it any time by providing notice to Eversolar. Eversolar may cancel your agreement at any time by providing written notice to you.</p> <p>If you do not cancel, your agreement will automatically renew for additional monthly terms for up to twenty (20) years from the date of execution unless we notify you earlier of a cancellation.</p> <p>Following any cancellation, Eversolar will promptly direct Utility to cease allocating Solar Credits from the solar facility to you. However, if for any reason you continue to receive Solar Credits after cancellation (for example, owing to a lag by the local Utility), you agree to continue paying Eversolar for such Solar Credits.</p>	5
Early Termination or Cancellation	<p>You may cancel your subscription for any reason at any time by notifying Eversolar via email, phone or mail at the Community Solar Provider Information listed above. No early termination or cancellation fees apply.</p> <p>Eversolar may cancel your agreement at any time without penalty by providing written notice to you.</p> <p>Following a cancellation, you will continue to be billed and pay for Solar Credits applied to your Utility bill until the Utility ceases applying the Solar Credits, as described in the Contract Term section, above.</p>	5
Right to Cancel Without Penalty	<p>In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty within seven calendar days of signing the contract, by contacting Eversolar at the Community Solar Provider Information indicated above.</p>	7

Eversolar Community Solar Subscription Agreement

Data Sharing and Privacy Policy	Eversolar values your privacy and take reasonable steps to protect it. Our Privacy Policy is available at: https://nj.myeversolar.com/privacy-policy/	7
Other Important Terms	N/A	
SYSTEM INFORMATION		
Community Solar Project Name:		4
Eversolar may assign you to another Solar Project owned by Eversolar or any of its affiliated companies upon notice to you. In the event of such assignment to another Solar Project, your rights and contract terms (including payment terms and the Guaranteed Discount) will not change. You agree to execute another Disclosure Form and Subscription Agreement if required to implement this assignment.		
Project Location		4
Commercial Operation Date	The Solar Project is estimated to commence commercial operation on. Eversolar will notify you of the commercial operation status of the facility before you receive your first Solar Credits and your first bill for those Solar Credits from Eversolar.	4
COMPLAINTS AND GRIEVANCES		
If you have any questions or concerns, you should contact Eversolar. If the issue remains unresolved, please contact the Board of Public Utilities by calling 1-800-624-0241 or submitting a customer complaint form at: https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form .		

, _____ hereby confirm that I have received and understand the above information. I confirm that I have had a chance to ask questions of my community solar provider and have received sufficient answers. I further confirm that I have received, reviewed, and understand the full Community Solar Subscription Agreement, as it may contain provisions not included in this Disclosure Form.

Customer Signature Date

, Bryan Bentrott (authorized signatory for Eversolar), hereby certify that the above information is accurate. We will, within two (2) days after signing, provide a copy of the Community Solar Subscription Agreement and this Disclosure Form to the customer.

Signature from Provider Official or Representative Date

Community Solar Subscription Agreement

Summary of Your Solar Subscription

Purpose: Support the growth of renewable energy in the State of New Jersey by helping to build solar projects that generate renewable electricity from photovoltaic solar panels.	
Customer:	Community Solar Provider: Eversolar 265 Hackensack St. PMB 121 Wood Ridge, NJ 07075
Phone:	Email:
Community Solar Project:	
Meter Address:	Utility:
Mailing Address (if different from Meter Address):	Solar Credits: The value, determined by Utility each month, of the solar electricity allocated to you
Solar Allocation: Based on your historical electricity usage of approximately [XXXX] kWh per year, your allocated capacity will be 0.[X]% of the Solar Project's nameplate capacity. We will adjust your allocation based on your actual annual usage as determined by Utility based on your historic usage.	Guaranteed Discount: 21% of the value of the Solar Credits. Each month you will be billed for 79% of the value of the Solar Credits applied to your monthly bill by the Utility, resulting in guaranteed savings of 21%.
Term: Month-to-month. Customer may cancel any time by providing notice to Community Solar Provider at the e-mail, phone, or address provided above without paying cancellation or termination fees. Eversolar may cancel upon providing notice to Customer. Any cancellation will be effective immediately, provided that Customer understands that Utility may take up to 90 days to process such cancellation. Agreement automatically renews monthly unless cancelled, for a term of twenty (20) years.	No Penalty for Cancellation: There are no cancellation or termination fees or penalties. Customer must only pay for Solar Credits that they receive.
Low and Moderate Income ("LMI") Status:	
<p>A Low Income customer is one whose household adjusted gross income is at or below 200% of the Federal poverty level. A Moderate Income customer is one whose household has adjusted gross income is in excess of 200% of the Federal poverty level but less than 80% of the area median income, as determined by annual HUD limits. Customer certifies that it qualifies as a Low or Moderate Income customer by checking the appropriate box below:</p> <p><input type="checkbox"/> Customer IS a Low and Moderate Income ("LMI") Customer)</p> <p><input type="checkbox"/> Customer is NOT an LMI Customer.</p> <p>Customer will provide information as requested by Eversolar to establish its qualifications as an LMI customer. Valid LMI qualifications may include proof of participation in any of the following programs: LIHEAP, Universal Service Fund, Comfort Partners, Lifeline Utility Assistance Program, Payment Assistance</p>	

<p>for Gas and Electric, Section 8 Housing Choice Voucher Program, Supplemental Nutrition Assistance Program, the Lifeline program administered by the Universal Service Administrative Company. You may also validate your LMI customer status if you meet certain other criteria, which Eversolar can help verify.</p>	
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This Community Solar Subscription Agreement sets out the terms and conditions of an agreement between you, the Customer identified above and in the New Jersey Community Solar Disclosure Form (the “Disclosure Form”), and us, Eversolar the Community Solar Provider identified above and in the Disclosure Form. By signing the Subscription Agreement, you agree to be bound by the terms and conditions of this Subscription Agreement. Under this Subscription Agreement, you will receive valuable Solar Credits, as defined below, that are created by the Community Solar Project listed above (the “Solar Project”).

Summary
 You are a residential customer of Utility who wishes to support the expansion of renewable energy in New Jersey. You wish to subscribe to Solar Credits created by a Solar Project built in the Utility’s service territory. You understand that the Utility will buy the net solar electricity that is produced by the Solar Project and that you will receive a portion of the Solar Credits created by the sale of the electricity to Utility. Eversolar will allocate a portion of the Solar Credits to you based on your historic annual usage and corresponding Subscription Size. Utility will apply the value of your Solar Credits to your Utility bill, and you will pay Eversolar 79% of the value of such Solar Credits, saving 21% on the Solar Credits each month.

each month; actual electricity production at the Solar Project will depend on weather and other factors.

YOUR UTILITY BILL. Eversolar DOES NOT ASSUME ANY LIABILITY FOR YOUR UTILITY CHARGES.

Solar Project
 The Disclosure Form indicates the Solar Project that will produce the Solar Credits that will be allocated to you. You acknowledge and agree that from time to time Eversolar may change the Solar Project that has been assigned to you. In such a case Eversolar will notify you of such change but in no case will such change alter the Guaranteed Discount you will receive. If requested by Eversolar, you agree to execute a new Disclosure Form and/or Subscription Agreement to reflect this assignment.

You acknowledge that this agreement relates only to Solar Credits. You will continue to receive, and must continue to pay, your Utility bill and nothing in this agreement relates to Utility services, that bill or your obligation to pay it. If you have any questions about Utility services or its bill, you should contact Utility.

Community Solar Program
 The Solar Project is part of the New Jersey Community Solar Energy Pilot Program (the “Community Solar Program”), developed in accordance with regulations adopted by the New Jersey Board of Public Utilities. Neither your Utility or the New Jersey Board of Public Utilities (“BPU”) regulates the discount you receive under this Community Solar Subscription Agreement, and Utility rates and projected savings may be subject to change. The BPU does not guarantee projected savings.

Allocation of Solar Electricity
 Each month Eversolar will advise Utility of the Customer’s Solar Allocation based on your Subscription Size and the production of the Solar Project. Eversolar does not guarantee that Utility will apply such Credits accurately or without error or delay. If you believe there has been an error or unjustified delay, you should contact Eversolar and/or Utility promptly. Solar Credits can be allocated to you only if the Solar Project is connected to the Utility electric grid; Eversolar cannot control or be responsible for the speed with which Utility connects the Solar Project to the Utility electric grid or for the ongoing maintenance of that connection by the Utility.

Eversolar Bill
 Eversolar will bill you monthly for 79% of the Solar Credits applied to your Utility bill. You will never receive a bill for Solar Credits until after your Utility bill has been reduced by Solar Credits. You acknowledge and agree that each month both the value of Solar Credits credited to your bill by Utility and the price charged by Eversolar can change based on actual electricity produced at the Solar Project and the value of the Solar Credits determined by Utility. You will always receive a 21% discount to the Solar Credits applied to your Utility bill, but the actual dollar amount of your bills, and the dollar amount of your savings, may change from month to month.

Benefits of Subscription Agreement
 The benefits of this Subscription Agreement are as follows:

Utility Bill
 Utility will issue Solar Credits to you and apply them to your monthly bill as follows:

Authorization to Access Information
 In entering into this Subscription Agreement, you represent and warrant that your name, Utility account number, service and billing addresses, status as a low or moderate income (“LMI”) customer (if applicable), and any other information requested by Eversolar and provided by you is accurate. You acknowledge and agree that Eversolar may use such information to access information from Utility including information related to your electricity usage and your payment history. Eversolar may share such information with Eversolar’s affiliates and current and future financing partners, pursuant to the directive of a legal authority or in connection with an assignment of the Subscription Agreement to a third party. If you represent your status as an LMI customer, you agree to provide information to Eversolar as requested to establish your qualifications as an LMI customer.

- Each month, you will receive an allocation of Solar Credits generated by the Solar Project.
- Utility will reduce your monthly utility bill by the value of the allocated Solar Credits.
- You will be billed for 79% of the value of the Solar Credits by Eversolar, a guaranteed discount of 21%.
- You will never be billed for any Solar Credits until after your Utility bill has been reduced by the amount of the Solar Credits.
- You may cancel any time without any termination or cancellation fees, and the cancellation will be effective immediately, provided that you understand that Utility may take up to 90 days to process your cancellation and, provided that you will pay for all Solar Credits you receive, including any Solar Credits received after the effective date of cancellation.

- Each month the amount of the Solar Credits shall be calculated based on the amount of solar electricity production at the Solar Project, your Subscription Size set by Eversolar based on your annual usage, and the dollar value of the Solar Credits calculated by Utility. Because the solar production will vary each month based on weather and other factors, the amount of Solar Credits will vary.
- Over the course of a year, the Solar Allocation shall generally be between 80% and 100% of your historic annual usage.
- Utility will not issue Solar Credits to you unless and until Solar Project has been built and connected to Utility’s grid. We will notify you when the Solar Project to which you have been assigned commences commercial operation. Customer’s payments will be variable based on actual production of the Solar Project.
- YOU WILL CONTINUE TO RECEIVE A BILL FROM UTILITY THROUGHOUT THE TERM OF THIS SUBSCRIPTION AGREEMENT, AND YOU REMAIN RESPONSIBLE FOR PAYING ALL CHARGES BILLED BY UTILITY NET OF THE SOLAR CREDITS APPLIED TO**

Term
 The term of this Subscription Agreement is month-to-month. Either Customer or Eversolar may cancel this Subscription Agreement at any time without any cancellation or termination fees. Eversolar will promptly notify Utility of any cancellation; however, you acknowledge and understand that the Utility may not be able to terminate the credits as quickly as Eversolar requests. You will pay for all Solar Credits received from Utility until Utility stops billing for them. Unless cancelled by a Party, this Subscription Agreement shall automatically renew monthly so long as the total of the initial term and all renewal terms

Guaranteed Discount
 Eversolar will bill you monthly for your Solar Credits at a rate of 79% of the value of the Solar Credits, thus resulting in a guaranteed discount of 21%. The rate of our discount is guaranteed, but your specific dollar savings each month are not because we cannot guarantee the quantity of solar electricity production

does not exceed twenty (20) years from the date the of execution.

Cancel Any Time Without Penalty

You may cancel this Subscription Agreement at any time without paying any termination or cancellation fees to Eversolar. To cancel this agreement, you must send a letter or an email to Eversolar or contact Eversolar by phone at the contact information provided below. Notwithstanding any termination or cancellation, you shall be responsible to pay Eversolar or all Solar Credits applied to the your Utility bill until the Utility ceases providing you the Solar Credits. You acknowledge that Eversolar has no control over the late Utility ceases applying Solar Credits to your Utility bill and so you may continue to receive Solar Credits on your Utility bills for a period of time after cancellation.

Eversolar may terminate this Subscription Agreement at any time without advance notice in the event you have not paid your bill in a timely manner, cease to be eligible for Solar Credits, or for any other reason in its discretion provided that you shall be entitled to receive and shall pay Eversolar for Solar Credits until the time such termination is effective, or, if later, the time when Utility ceases to provide Solar Credits on your Utility bill.

In the event of a cancellation or termination, Eversolar will notify Utility as soon as commercially reasonable that you should no longer receive Utility Solar Credits under this Agreement. In the event such termination occurred because of your failure to pay your Eversolar bill, Eversolar may take all lawful actions, directly or through third parties, to collect unpaid amounts and to notify credit reporting agencies of such failure to pay. By choosing any one or more of the remedies available to Eversolar under this Subscription Agreement, or by deciding not to use a remedy, Eversolar does not waive its right to use the same or another remedy in the case of the same or a subsequent default.

Pre-Commercial Operation Status

You acknowledge and agree that you will not receive Solar Credits prior to the new Solar Project becoming operational. You will be allocated Solar Credits when and as Eversolar determines in its discretion that sufficient solar electricity is being generated for such purpose.

Eversolar will bear no liability for any delays in receipt of Solar Credits by you during the construction of the Solar Project.

Payments

The Eversolar bill will be sent to you at the billing address designated in the Disclosure Form. You may choose your method of payment, and shall be subject to the payment terms, as described below:

All payments shall be due within ten (10) days of the date of your bill.

You may change your payment method at any time provided you give us no less than ten (10) days advance written or telephonic notice of such change.

You may choose to pay by authorizing Eversolar to withdraw the billed amount for the Solar Credits from your bank account in accordance with the Automatic Payment and Electronic Funds Transfer Disclosure Statement provided to you (ACH Authorization) at the time of enrollment. In the case of an ACH Authorization, Eversolar will notify you ten (10) days before each payment of the timing for and amount of funds to be withdrawn from your account. Funds will be withdrawn only after Solar Credits are applied to your Utility bill.

You may choose to pay by authorizing Eversolar to charge your credit card, in which case Eversolar may assess a charge to your credit card for the billed amount of the Solar Credits.

- You may pay by check provided that you meet Eversolar's credit requirements for customers electing to pay by check, which shall be confirmed by Eversolar prior to the start of your subscription. In this case you shall be responsible for remitting payment by check within ten (10) days of the date on your bill.
- You agree that Eversolar may delegate to a third party servicing company the responsibility of billing and collecting payment for Solar Credits issued to you.
- You agree that late payments shall bear interest of 1.5% per month on amounts unpaid after twenty (20) days (or such lower amount as required by law).
- You agree that you will pay a \$25 fee (or such lower amount as required by law) in the event an ACH or credit card charge is rejected.
- You understand that if you question a bill for any reason, the penalty and interest charges shall apply only to the undisputed amount of the bill. You agree to pay promptly any undisputed amounts.
- In the event that Utility introduces consolidated billing such that Utility and not Eversolar will bill you for your Solar Credits, we may in our discretion authorize Utility to bill you directly, in which case you will receive one bill from the Utility and not a second bill from us. Under consolidated billing, Utility will subtract the amount of your guaranteed discount from your Solar Credits and bill you the difference.

Net Excess Solar Credits

From time to time you may be allocated Solar Credits in excess of your Utility bill for a given month. In such a case, the Utility will carry over such excess from month to month and apply the excess Solar Credits to subsequent Utility bills. Further excess Solar Credits will continue to accumulate, in accordance with the Community Solar Program, until the end of twelve (12) consecutive monthly billing periods or termination of this Agreement. The balance of excess Solar Credits may be paid out by Utility to Eversolar in accordance with the terms of the Community Solar Program. If your annual usage declines and you receive an excess of Solar Credits we may, in our discretion, adjust your Subscription Size.

Move to New Address

If you move to a new address within the Utility service territory you may request that we continue your subscription at the new address, or you may cancel this Agreement.

Environmental Attributes

You acknowledge and agree that you do not own or have any ownership interest in the Solar Project or any solar panels producing electricity on the Solar Project and that you are not entitled to any tax credits, governmental incentives, depreciation allowance, or other benefits of any kind under any federal or state law associated with the production of renewable energy. You may not make any claims related to the reduction of greenhouse gas emissions under any Regional Greenhouse Gas Initiative. You do not own the Renewable Energy Certificates generated by Solar Project and acknowledge that you are therefore not purchasing solar, renewable, or green electricity as claims to the purchase of this electricity are reserved for Eversolar, the Utility, or any other party that becomes the owner of the Renewable Energy Certificates. You are purchasing Solar Credits only and are not participating in any other program regarding fuel, emissions, air quality, soil or water quality, or other environmental characteristics related to the production and use of electricity generated by Solar Project.

Eversolar Responsibility

During the term of this Subscription Agreement, Eversolar shall:

- Protect your personal data in accordance with the terms of Eversolar's Privacy Policy which is attached to this Subscription Agreement;
- Notify you in the event of a *force majeure* event such as a significant weather event, civil unrest or act of terrorism that reduces the solar electricity production of the Solar Project for an extended period of time and therefore may reduce or suspend all or some of the Solar Credits until full production resumes;
- Notify Utility of your name, utility account numbers, the quantity of Solar Credits to be allocated to you, and the applicable service and billing addresses;
- Send you a bill for the Solar Credits following the Utility's confirmation that it has applied Solar Credits to your Utility bill; and

Customer Eligibility

You shall be eligible to receive Solar Credits as long as you:

- Are at least 18 or older;
- Maintain a residential account with Utility in the Utility territory where the Solar Project is located;
- Do not have solar panels on your roof or property;
- Do not participate in any other Solar Project;
- Have the authority to enter into this Subscription Agreement on behalf of the Utility Account specified on the Disclosure Form;
- Provide Eversolar with your name, service and mailing address, Utility account number, and any other documentation required by Utility to implement the Subscription Agreement and notify Eversolar if such information changes or should be corrected;
- Pay your Eversolar bills promptly and in the event of a question or disagreement pay the undisputed amount of the bill;
- Remain on a Utility rate class that is eligible for the Community Solar Program;
- Acknowledge that the Community Solar Program may change from time to time in which case this Agreement will be deemed automatically amended to incorporate any such changes;
- Acknowledge that this Agreement is contingent on its acceptance by Eversolar and Utility, if necessary; and
- Agree to complete any forms requested by Utility from time to time;

Amendments

From time to time Eversolar may notify you that

- Solar Credits will come from a different Solar Project owned by Eversolar or its affiliate that is in the same electricity supply zone as your service address;
- Utility rules or state law or regulations have changed and require corrections or changes in this Subscription Agreement including changes in the value of the Solar Credits or changes in the Utility's allocation of Solar Credits;
- New sales, excise or other taxes have been imposed in connection with this Subscription Agreement and must be passed on by Eversolar in its bills; or
- Eversolar has elected to alter the terms and conditions of this Subscription Agreement.

Any such corrections, changes or amendments will become effective immediately upon notifying you unless you choose to cancel this Subscription Agreement as provided above. However, there shall be no changes to material terms of this Subscription Agreement without the Customer's affirmative consent, unless the change is required by operation of law.

Assignment

Eversolar may assign this Subscription Agreement, in whole or in part, without your consent. In the event of a whole assignment, Eversolar or its assignee shall notify you of the assignment within thirty (30) days of

he assignment, whereupon all of your obligations to Eversolar shall thereafter be transferred to the assignee. You may not assign or transfer your obligations under this Subscription Agreement to a third party, such as the buyer of your house, without the prior written approval of Eversolar or its assignee. **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE CUSTOMER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.**

Customer's Understandings and Representations

By entering into this Subscription Agreement, you understand and represent that

- You have read and understand this Subscription Agreement and have had an opportunity to ask Eversolar questions and to consult with advisors;
- You are at least 18 or older;
- You maintain a residential account with Utility;
- You are authorized to enter into this Subscription Agreement and it is enforceable against you and your heirs and assigns except as limited by bankruptcy, insolvency, or inheritance laws;
- You do not own solar panels nor any other equipment or property at your home;
- You have no right, for reasons of safety, to enter the Solar Project or obtain interconnection or metering information from the Solar Project;
- You have no claim to ownership of any Renewable Energy Credits or financial incentives received by Eversolar;

BECAUSE UTILITY AND/OR EVERSOLAR WILL BE THE OWNER OF ALL RENEWABLE ENERGY CREDITS AND GREEN TAGS ASSOCIATED WITH THE SOLAR PROJECT, YOU CANNOT CLAIM TO HAVE PURCHASED, GENERATED, OR USED CLEAN, RENEWABLE, OR SOLAR ENERGY. YOU ARE PURCHASING SOLAR CREDITS ONLY UNDER THIS AGREEMENT AND EVERSOLAR IS NOT SELLING YOU 'GREEN' OR 'RENEWABLE' POWER FROM THE SOLAR PROJECT. FOR MORE INFORMATION, SEE THE GUIDELINES FOR RENEWABLE ENERGY CLAIMS PUBLISHED BY THE CENTER FOR RESOURCE SOLUTIONS, AVAILABLE AT [HTTP://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/](http://RESOURCE-SOLUTIONS.ORG/LEARN/REC-CLAIMS-AND-OWNERSHIP/).

Eversolar does not guarantee the amount of solar production from the Solar Project or the amount of Solar Credits issued to you or the value of such Credits determined by Utility, and that such production and Solar Credits accruing in connection with such production may be interrupted for many reasons including weather, maintenance, events of *force majeure* that are outside the control of Eversolar and Utility such as significant weather events, civil unrest, acts of terrorism, pandemic, or other unforeseen events;

Eversolar is unable to foresee future electricity prices or the value of the Solar Credits and has not promised specific dollar savings, but you will always receive the Guaranteed Discount on your Solar Credits;

This Subscription Agreement is a purchase contract and not a security registered under federal or state law;

You are entering into this Agreement solely to receive Solar Credits as an energy-related commodity for use at the Utility account identified by you, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this Agreement;

You do not have an interest in the profits or losses of the Solar Project and will not otherwise be entitled to any profit related to the Solar Project or by entering into this Agreement;

Eversolar may make a collateral assignment of this agreement to a financing partner or other party but under no circumstances shall you hold such financing partner liable for any act or omission of

Eversolar or for any breach of any representation, warranty or covenant made by Eversolar to you;

- An Eversolar financing partner or the owner or operator of a Solar Project may exercise any of Eversolar's rights and obligations under this Subscription Agreement and may also exercise all rights and remedies of secured or preferred parties generally with respect to this agreement and the Solar Project including, but not limited to, requiring you to agree to enter into a new agreement with such financing partner or their assigns under substantially the same terms as this Subscription Agreement and to execute and deliver to Eversolar or such financing partner or assigns any document, instrument, or statement by which you acknowledge and confirm that the legal and beneficial ownership of this Agreement or the Solar Project remains in Eversolar or as is otherwise reasonably requested by such financing partner in order to create, perfect, continue, or terminate the security or equitable interest in this Agreement;
- Eversolar may from time to time offer you, either directly or through authorized agents, carbon offset credits, home improvement or energy efficiency products and services, renewable energy products, electric vehicles or ancillary products or services; and
- You are responsible for all sales, use or other taxes, if any, from time to time imposed upon the value of the Solar Credits by any governmental authority.

LIMITATION OF LIABILITY; WARRANTY

NEITHER EVERSOLAR OR YOU SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, UNDER STATUTE OR IN EQUITY, AND EACH PARTY HEREBY WAIVES ITS RIGHTS TO ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVERSOLAR'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ANNUAL PAYMENTS MADE BY YOU TO EVERSOLAR FOR THE SOLAR CREDITS. EVERSOLAR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR PROJECT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE SOLAR PROJECT'S SOLAR ELECTRICITY PRODUCTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EVERSOLAR DOES NOT WARRANT OR GUARANTEE THE DOLLAR AMOUNT OF ANY SAVINGS, THE AMOUNT OF ELECTRICITY GENERATED BY THE SOLAR PROJECT, PERCENTAGE ALLOCATION OF SOLAR ELECTRICITY PRODUCTION FROM THE SOLAR PROJECT, THE SUFFICIENCY OF SOLAR ELECTRICITY PRODUCTION FROM ANY SOLAR PROJECT, AN ALLOCATION OF SOLAR ELECTRICITY PRIOR TO THE SOLAR PROJECT REACHING COMMERCIAL OPERATION, OR THE ACCURATE DETERMINATION BY UTILITY OF CUSTOMER'S ELECTRICITY USAGE OR THE APPLICATION OF ANY SOLAR CREDITS.

Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Eversolar and its employees, officers, directors, agents, financing partners, affiliates, subcontractors, successor and assigns, from any and all losses, liabilities, damages, claims, actions, costs, judgments, expenses (including reasonable attorneys' fees and expenses), penalties, demands and liens asserted by or resulting from claims, actions, suits, or demands by any third party, of any kind or nature arising out of, connected with, relating to or resulting from your negligence, willful misconduct, or failure to comply with any of the terms or conditions of this Agreement; provided, however, that nothing herein shall require you to indemnify Eversolar for Eversolar's own negligence or willful misconduct.

Governing Law

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to any conflicts of law principles.

Complaint Resolution

In the event of any matter involving a complaint, disagreement, or dispute, Eversolar and you shall notify each other in writing and seek to resolve the matter promptly in good faith. Eversolar (or its designated service provider) will promptly acknowledge receipt of and endeavor to resolve the complaint within thirty (30) days of receipt. If you are dissatisfied with Eversolar's response, you may request a review of the outcome by calling Eversolar or sending a written complaint by physical or electronic mail within fourteen (14) days from the date of Eversolar's response.

You may also call the New Jersey Board of Public Utilities at 1-800-624-0241 or file a complaint in writing at the Board of Public Utilities' website: <https://nj.gov/bpu/assistance/complaints/inquiry.html>.

In the event the parties cannot resolve the matter within sixty (60) days, the parties agree that the matter shall be submitted to binding arbitration. Any arbitration between you and Eversolar will be resolved under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Eversolar. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EVERSOLAR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. Unless both you and Eversolar agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

The payment of any filing fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county in which your Utility account is located, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of Customer's Utility account. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Eversolar for all monies previously disbursed by it that are otherwise Customer's obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either Party made within 14 days of the arbitrator's ruling on the merits.

Notwithstanding the foregoing, either you or Eversolar may bring an action in Small Claims Court, pursue enforcement actions before federal or state agencies, pursue equitable relief for arbitration (including an injunction to proceed with arbitration), or file suit in a court in connection with an intellectual property claim.

Acknowledgment of Complaint Resolution:

WILL REMAIN LIABLE FOR PAYMENT OF SOLAR CREDITS PROVIDED ON CUSTOMER'S BILL BY UTILITY.

Signed: _____

Privacy Policy

A copy of Eversolar's Privacy Policy is attached to this Agreement.

Notices

All notices or payments will be made to the persons at the addresses specified in the Disclosure Form by overnight courier, physical mail, or electronic communication. Notices or payments will be made at the time of actual delivery as evidenced by courier receipts.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERM AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.

Entire Agreement

This agreement contains the entire agreement between you and Eversolar regarding the Solar Credits. There are no other agreements regarding this agreement, either written or oral, and this agreement supersedes any prior agreements or statements made by you or Eversolar or either of their respective representatives.

CUSTOMER

Signed:

In the event of a conflict between the terms of the Disclosure Form and this Subscription Agreement, The terms of the Disclosure Form shall control.

Dated:

Under no circumstances shall this Subscription Agreement be construed to waive any of the customer's rights under New Jersey or Federal consumer protection laws, rules, and/or regulations. If any part, term, or provision of this Subscription Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this Agreement and shall not render this Agreement unenforceable or invalid as a whole. Rather, the part of this Agreement that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legally enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law, and the remainder of this agreement will remain in full force.

EVERSOLAR

Signed:

Date:

Contact Information

You may contact Eversolar as follows:

Eversolar
65 Hackensack St. PMB 121
Wood Ridge, NJ 07075
Toll Free Phone: (551) 278-9727

New Jersey Disclosure Form

You have reviewed and signed a Disclosure Form prescribed by the New Jersey Community Solar Program. This Subscription Agreement shall become effective immediately upon receipt by Eversolar of our signed Subscription Agreement and Disclosure Form by electronic or physical transmission, by affirmation through a DocuSign Electronic Signature, by written signature, by oral agreement on a recorded line if permitted by law, or by other means permitted by law, provided that

The Disclosure Form is complete including your name as it appears on your Utility bill; service and billing address; and Utility account number; and You are otherwise eligible as specified herein. --

Right to Rescind or Cancel

YOU MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH (7th) DAY AFTER RECEIPT FROM EVERESOLAR OF A COPY OF ITS FULLY EXECUTED SUBSCRIPTION AGREEMENT AND DISCLOSURE FORM. YOU MAY THEREAFTER CANCEL THIS AGREEMENT AT ANY TIME WITHOUT A TERMINATION OR CANCELLATION FEE; PROVIDED YOU