

SOLARPVEXCHANGE TERMS & CONDITIONS

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

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EXECUTIVE SUMMARY OF SOLARPVEXCHANGE® – YOUR SOLAR MARKETPLACE

Welcome to SOLARPVEXCHANGE® PTE LTD (or 'SOLARPVEXCHANGE®' or 'SPV') SOLARPVEXCHANGE® is an online resource (and marketplace) for home and business owners who wish to evaluate the estimated costs versus the benefits of solar installations (found in SPV's SUNQUOTE) and in the process may be interested in installing solar distributed energy systems in their homes and businesses.

Among other things, SPV provides the initiators (home and business owners) with a marketplace to post their project/projects, which they will then start receiving bids (which has limited information) from installers. After the initiator pays a deposit, the initiator will then be able to view and contact the installer for a site survey and also have to access various financing options, including crowd funding option/options.

Should the initiator proceed to install the solar system through direct purchase or other financing options, SPV will, in turn, receive a fee or other compensation from the installer.

If the home or business owners decides not to proceed with the installation of the solar panels after receiving quotations and/or contacting the solar energy manufacturer/installer, the deposit is non-refundable.

DISCLAIMER:

Neither is SOLARPVEXCHANGE® itself a solar energy system manufacturer, a solar energy system installer, a contractor, or distributor or broker of solar-related products. SOLARPVEXCHANGE® does not endorse or recommend the products of any particular solar energy system manufacturer/installer or other contractor, although many opinions regarding distributed energy products and services may be expressed on the Site. Those opinions are the opinions of registered Users, and thus constitute User-Generated Content, and SOLARPVEXCHANGE® can make no claim as to the truthfulness, accuracy or completeness of such opinions.

The following terms and conditions (these "**Terms of Service**"), govern your access to and use of the SOLARPVEXCHANGE® website, including any content, functionality and services offered on or through www.solarpvexchange.com (the "**Site**").

Please read the Terms of Service carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service incorporated herein by reference.**

If you do not want to agree to these Terms of Service, you must not access or use the Site.

This Site is offered and available to users who are 18 years of age or older. If you are under 13 you may not use this Site or the SOLARPVEXCHANGE® services. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

What The Terms/Jargons Mean?

- **INITIATORS** registered on SOLARPVEXCHANGE® are individuals or business owners who are evaluating the costs, and the benefits of installing solar energy systems and wish to install solar distributed energy systems in their homes and businesses.
- **INSTALLERS** registered on SOLARPVEXCHANGE® are independent solar energy system manufacturers/installers.
- **INVESTORS** registered on SOLARPVEXCHANGE® are individuals or business owners who wish to invest in SPV's listed solar energy system projects in return for an undisclosed return of investment as decided between the investor and SOLARPVEXCHANGE®
- A **PROJECT** is a solar energy system query requested by the INITIATOR on

SOLARPVEXCHANGE®.

- A **SUNQUOTE®** is a proprietary solar energy report generated by SOLARPVEXCHANGE® which contains an estimated cost of the PROJECT and the benefits of installing solar energy systems in installers' homes or businesses.

INSTALLERS

Basics

- Should the initiator proceed with the solar installation and pays the full amount to the INSTALLER, the INSTALLER is obliged to pay SPV its Administration and Service fee.
- SOLARPVEXCHANGE®'s admin and service fee, which is equivalent to 4% of the project costs (or the agreed FINAL PRICE) is non-refundable.
- SOLARPVEXCHANGE accredits/informs installers once an order is completed. See "Work Delivery & Communications" below for a definition of a completed order.
- INSTALLERS must pay SOLARPVEXCHANGE®'s Administration and Service Fee within 14 calendar days after signing the installation agreement with the INITIATOR.
- INSTALLERS can pay the Administration and Service Fee by banks transfer or cheque remittance to SOLARPVEXCHANGE®, according to the terms specified below.
- The INSTALLER's rating is calculated based on a number of factors, including feedback received from INITIATORS, amount of PROJECTS, cancelled PROJECTS, and late deliveries.

INSTALLER Statuses

- SOLARPVEXCHANGE is all about helping INSTALLERS leverage their businesses. We seek to empower top performing INSTALLERS with helpful tools to grow their business.
- INSTALLERS who invest in self-promotion may achieve greater customer satisfaction. And, if they deliver on time and maintain high quality and ratings, SOLARPVEXCHANGE® may reward them with new statuses, special opportunities, benefits, and tools that come with it.

Top Rated INSTALLERS

- Top Rated INSTALLERS are chosen manually by SOLARPVEXCHANGE editors from the list of the highest Installer level based on a list of criteria, including seniority, volume of sales, an extremely high rating, exceptional customer care and community leadership.

Handling PROJECTS

- When an INITIATOR posts a PROJECT, the INSTALLER is notified by email as well as notifications on the site while being logged in to their account.
- INSTALLERS are required to meet the delivery time they specified when creating their QUOTE. Failing to do so will allow the INITIATOR to cancel the order and may harm the installer's rating.
- Both INITIATORS and INSTALLERS have the option to cancel an order by mutual agreement. Mutual cancellations have no negative effect on rating. However, excessive cancellations, of any type, have a negative effect on Levels eligibility.
- Unanswered mutual cancellation requests will automatically be accepted after 48 hours, while reducing the non-responding user's rating.
- An INSTALLER may cancel an order without the INITIATOR's consent at any given moment (Force Cancellation). However, this will have a negative effect on the INSTALLER's rating.

Staying out of Trouble

- To protect our users' privacy, user identities must be kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details (other than your name) to communicate outside of the SOLARPVEXCHANGE® network is not permitted.
- All communications, information and file exchanges must be performed exclusively using SOLARPVEXCHANGE®'s messaging system.
- Posting or sending adult, illegal, rude, abusive, improper, copyright protected, promotional, spam, violent, nonsense or any uncool stuff is strictly prohibited. Doing so will get your account blocked permanently.

Work Delivery & Communications

- You are responsible for scanning all transferred files for viruses and malware. SOLARPVEXCHANGE® will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.

- INSTALLERS must deliver completed and SIGNED, the LOCAL ENERGY AUTHORITY LETTER CERTIFYING THAT THE SOLAR INSTALLATION IS COMPLETED files and/or other proof of work.
- Responding and posting a review: Once work is delivered, the INITIATOR has three (3) days to respond and post a review (or fourteen 14 days for QUOTE with shipping). If no response is provided within the response time, the order will be considered complete

LIMITATIONS OF LIABILITY BY SOLARPVEXCHANGE®

1 Limitations of Liability

In no event shall we, SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees or suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website or this agreement (however arising, including negligence).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

2 Services Limitation

SOLARPVEXCHANGE® does not have control of, nor liability for, the products or services that you provide.

We do not guarantee the identity of any User or ensure that an Initiator or an Installer will complete a transaction.

3 No Warranty

The SOLARPVEXCHANGE® services are provided “as is” and without any representation of warranty, whether express, implied or statutory. SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees and suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

SOLARPVEXCHANGE® does not have any control over the products or services that will be paid for. SOLARPVEXCHANGE® is not involved in deals taking place between Initiators and Installers.

SOLARPVEXCHANGE® cannot ensure that an Initiator or an Installer you are dealing with will actually complete the transaction or is authorized to do so. SOLARPVEXCHANGE® does not guarantee continuous, uninterrupted or secure access to any part of the SOLARPVEXCHANGE® Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control.

SOLARPVEXCHANGE® makes no representations or warranties regarding the amount of time and expenditures needed to set up and complete deals between Initiators and Installers as well as to achieve Projects because SOLARPVEXCHANGE® is not involved in deals and project realizations taking place between Initiators and Installers.

Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from country to country.

4 Indemnification

You agree to defend, indemnify and hold us, SOLARPVEXCHANGE®, our parent, subsidiaries and affiliates, our officers, directors, agents, Joint Ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the SOLARPVEXCHANGE® Services.

5 Intellectual Property

“SOLARPVEXCHANGE®” and all other URLs, logos and trademarks related to the SOLARPVEXCHANGE® Services are either trademarks or registered trademarks of SOLARPVEXCHANGE® or its licensors. You may not copy, imitate or use them without SOLARPVEXCHANGE®'s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of SOLARPVEXCHANGE®. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by SOLARPVEXCHANGE® through our Send Offer / Quotations received services and tools or affiliate programs without prior written consent for the purpose of directing web traffic to the SOLARPVEXCHANGE® Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to SOLARPVEXCHANGE® or the SOLARPVEXCHANGE® Services or display them in any manner that implies SOLARPVEXCHANGE®'s sponsorship or endorsement. All right, title and interest in and to the SOLARPVEXCHANGE® website, any content thereon, the SOLARPVEXCHANGE® Services, the technology related to the SOLARPVEXCHANGE® Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of SOLARPVEXCHANGE® and its licensors.

6 Calls to You

By providing SOLARPVEXCHANGE® a telephone number (including a mobile telephone number), you consent to receiving calls, including, if any, autodialed and prerecorded messages from SOLARPVEXCHANGE® at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile, and you consent to receive, if any, text messages from us about your use of the SOLARPVEXCHANGE® Services at that number.

7 Marketing and Deals

If you receive Information about another User (Initiator, Installer, Investor or any other) through the SOLARPVEXCHANGE® Services, you must keep the Information confidential and only use it in connection with the SOLARPVEXCHANGE® Services. You may not disclose or distribute a User's Information to a third party or use the Information for marketing purposes unless you receive the User's express consent to do so (through the active “SEND FINAL QUOTATION” Button on Projects Page for example).

8 Password Security

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the SOLARPVEXCHANGE® Services.

9 Taxes

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

SOLARPVEXCHANGE® is not responsible for determining whether taxes apply to your Quotations submitted to Initiators through the “SEND OFFER” Process, to your transactions or any deals, or for collecting, reporting or remitting any taxes arising from any transaction.

Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to VAT, sales tax, income tax, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority.

All Fees that may be related to the SOLARPVEXCHANGE® Services are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

10 Complete Agreement and Survival

This Agreement, along with any applicable Policies on the General Terms and Conditions page on the SOLARPVEXCHANGE® website, sets forth the entire understanding between you and SOLARPVEXCHANGE® with respect to the SOLARPVEXCHANGE® Services.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

11 Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without SOLARPVEXCHANGE®'s prior written consent. SOLARPVEXCHANGE® reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

12 Translated Agreement

Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

13 No Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

14 Governing Law and Jurisdiction

This Terms and Conditions shall be governed by and construed according to the laws of Singapore.

All disputes, controversies or differences that may arise between the Parties hereto out of, in relation to or in connection with this Agreement or for the breach hereof or thereof, including any question regarding its existence, validity or termination, which cannot be resolved amicably by the Parties shall be finally settled by arbitration to be conducted in Singapore under the Arbitration Rules of the Singapore International Arbitration Centre (the "**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause, save that the Parties do not waive their rights to any form of appeal, review or recourse to any state court or other judicial authority. The arbitration shall be conducted exclusively in the English language in Singapore.

Unless otherwise agreed by the Parties or ruled otherwise by the arbitral tribunal, each of the Parties shall be made a party to any arbitration conducted pursuant to this Clause and a Party commencing any arbitration proceedings shall notify the other Party in writing of the commencement of such arbitration proceedings.

Unless otherwise agreed by the Parties, the Tribunal shall consist of one arbitrator to be appointed jointly appointed by the Parties, failing which to be appointed in accordance with the SIAC Rules for the time being in force.

The award rendered in any arbitration proceeding shall be final and binding upon both parties and may be enforced in any court of competent jurisdiction.