

Leaf Exchange User Agreement

Introduction

Welcome to the Leaf Exchange, a Renewable Energy Credit (“REC”) brokerage and exchange service catering to residential and commercial solar electric system owners.

Leaf Exchange User Agreement

This User Agreement (“Agreement”) is entered into by a user of the Leaf Exchange (hereinafter “User”) and The Leaf Exchange LLC (hereinafter “Leaf Exchange”) a California limited liability company. User and Leaf Exchange are individually referred to as a “Party” or collectively referred to as the “Parties”. This Agreement sets forth the general terms and conditions of your use of our products and services (collectively, the “Services”) and website (this “Site”).

Acceptance

You must read and accept the following terms and conditions contained in this Agreement, before you have access to our Services. Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to the terms and conditions contained in this Agreement. This Agreement is made effective as of the date of electronic acceptance.

While using Leaf Exchange, our Services and/or our Site, the User will not:

violate any applicable laws, third party rights, or policies noted herein;

fail to deliver payment for items purchased, in accordance with the terms of the agreed upon transaction;

fail to deliver items sold by you, in accordance with the terms of the agreed upon transaction;

circumvent or manipulate the billing process, or fees owed to the Leaf Exchange;

post false, inaccurate, misleading, defamatory, or libelous content (including personal information);

open more than one account with the Leaf Exchange;

harvest or otherwise collect information about Users, including email addresses, without their consent;

copy, modify, or distribute content from the Site.

Control of Site

The Leaf Exchange shall have sole discretion of, and control over, and the right to modify at any time, the Site's functionality, configuration, appearance, content and the Products made available for trading via the Site. Users will be notified by the Leaf Exchange regarding modifications made as soon as practicable.

The Leaf Exchange shall have the right with or without notice (but giving as much notice as reasonably practicable) to suspend, limit, or terminate a User's access to the Site in the event that (i) User is not eligible for such access; or (ii) the Leaf Exchange, in its reasonable opinion, considers such action to be necessary to protect and preserve the security or integrity of the Site, the Leaf Exchange's rights in the Site or other Users of the Site; or (iii) the Leaf Exchange suspects market or Site abuse or misuse.

The Leaf Exchange shall have the right to cancel any transaction at any time, based on reasonable grounds including, without limitation (i) party or technological error; (ii) trade pricing outside of price range; (iii) trade details not consistent with product contract terms; or (iv) Site abuse or misuse. Under no circumstance will Leaf Exchange or a User be responsible for subsequent deals or obligations that a User might make in response to the trade that was previously cancelled by Leaf Exchange.

Access and Interference

Much of the information of the Leaf Exchange Site is updated on a real-time basis and is proprietary to the Leaf Exchange. User agrees that they will not use any robot, spider, scraper or other automated means to access the Leaf Exchange for any purpose without our express written permission.

In addition, User agrees that they will not:

take any action that imposes or may impose (in the Leaf Exchange's sole discretion) an unreasonable or disproportionately large load on our infrastructure;

copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except User's information) from the Site without the prior expressed written permission of the Leaf Exchange and the appropriate third party, as applicable;

interfere or attempt to interfere with the proper functions or workings of the Site or any activities conducted on the Site; or

bypass the Leaf Exchange's robot exclusion headers or other measures the Leaf Exchange may use to prevent or restrict access to the Site.

No Solicitation in Relation to Securities or Commodities

Leaf Exchange is not a regulated exchange subject to regulation by the Securities and Exchange Commission, or any other regulatory authority. Accordingly, offers of trade on the Leaf Exchange do not constitute solicitations for the purchase or sale of regulated securities or commodities. Parties are not permitted to offset their payment or delivery obligations against other transactions conducted on the Exchange.

Privacy

Leaf Exchange highly values User privacy and will not sell or rent User's personal information to any third parties for marketing purposes without User's explicit written

consent. For a complete description of how Leaf Exchange uses and protects User's personal information, see the Leaf Exchange Privacy Policy.

Liability

Leaf Exchange cannot guarantee continuous or secure access to Leaf Exchange's Services, and operation of the Leaf Exchange may be interfered with by factors outside of Leaf Exchange's control. Neither party will hold the other responsible for other users' actions or inactions. To the extent legally permitted, Leaf Exchange excludes all implied warranties. Leaf Exchange is not responsible for bids or offers not being processed or not being accepted due to technical difficulties. Neither Party will be liable for any loss of money or goodwill arising out of use of Leaf Exchange Services.

If a jurisdiction does not allow an exclusion of damages clause, and Leaf Exchange is found to be liable; its liability to the other Party or to any third party is limited. Leaf Exchange's liability is limited to the total fees User paid to Leaf Exchange in the twelve (12) months prior to the action giving rise to the liability.

Fees and Services

Joining Leaf Exchange and registering your generating unit is free. Fees are assessed to the User for completed transactions in accordance with the Fee Schedule, unless otherwise stated. Leaf Exchange reserves the right to change the Fee Schedule. Changes are effective after Leaf Exchange provides User with at least thirty (30) days' notice by posting the changes on the Site.

Unless otherwise stated, all fees are quoted in U.S. Dollars. For a User selling their RECs, Leaf Exchange will pay the proceeds of sale, less the brokerage fee. Leaf Exchange will provide the User with an account statement documenting total proceeds and brokerage fees.

Leaf Exchange standard payment method will be a check mailed or direct deposit via ACH. For Users requesting a different payment type, Leaf Exchange reserves the right to pass along any additional charges including, but not limited to, wire fees, transfer fees, bank charges, or any credit fees. All deposits and written checks will be in a federally insured bank account. Leaf Exchange reserves the right to retain any interest received on deposited funds.

Fee Schedule

A \$3.00 per REC brokerage fee will apply to all transactions. Leaf Exchange will mail, or ACH transfer transaction proceeds, less the brokerage fee in no longer than thirty (30) calendar days to the REC seller.

Release

If either Party has a dispute with one or more Users, said Party releases the other Party (and their officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. To the extent that the foregoing releases are releases to which Section 1542 of the California

Civil Code or similar provisions of other applicable law applies, it is the intention of the Parties that the foregoing releases shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected specified herein. In furtherance of this intention, the Parties expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately.

Indemnity

User will indemnify and hold harmless the Leaf Exchange (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Users' breach of this Agreement, or Users' violation of any applicable law or the rights of a third party in connection with the use of the Site or Leaf Exchange Services.

Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Resolution of Disputes

Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration ("Arbitration") before a single arbitrator ("Arbitrator") selected from and administered by Judicial Arbitration and Mediation Service Inc. (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The Administrator and the Parties must comply with the following rules: a) the Arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed

by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; provided, however, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily imposed. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each Party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the Parties were determined by litigation in court.

All claims User brings against Leaf Exchange must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should User file a claim contrary to the Resolution of Disputes Section, Leaf Exchange may recover attorneys' fees and costs up to \$1000, provided that Leaf Exchange has notified User in writing of the improperly filed claims, and User has failed to promptly withdraw the claim.

Changes to Agreement

Leaf Exchange reserves the right to change or amend this Agreement at its sole discretion at any time. Notification of any changes will be posted on the Leaf Exchange website. The User will be prompted to accept the new terms prior to executing new transactions on or off the Site. All changes will apply to any outstanding trades and orders that have not yet been executed.

Termination of Agreement

User understands and acknowledges that the cost, effort, time, and manpower required to register User in WREGIS and certify RECs for trading is borne by Leaf Exchange. With this in mind if User terminates this Agreement, User agrees to transact all banked RECs through Leaf Exchange within thirty (30) days of termination. If this Agreement is terminated by Leaf Exchange for Users breach of any of the terms and conditions contained herein, User will be required and agrees to transact all banked RECs through Leaf Exchange within thirty (30) days of termination and in addition to the required transaction fee a penalty of twenty five percent (25%) of the actual transacted value of each REC will be assessed against User and paid to Leaf Exchange.

Leaf Exchange Terms & Conditions on WREGIS

Ownership, Control and Rights.

The User (Generating Unit Owner) retains all ownership rights and legal title to the Renewable Energy Certificates that are created in WREGIS. User grants Leaf Exchange full authority and permission to register the Generating Unit, and to conduct any and all activity related to management of the Accounts and Certificates associated with such Generating Unit.

Reporting Requirements. User (Generator Unit Owner) is responsible for ongoing reporting requirements associated with the Generating Unit. For customer sited distributed generation systems less than or equal to 360 kW nameplate capacity (AC rating) WREGIS allows User to self-report production data via a cumulative meter reading at the point of interconnection. It is the Users' responsibility to report accurately and in a timely fashion, per WREGIS guidelines.

Abuse. Leaf Exchange highly values its Account Holder status with WREGIS, and will protect its goodwill and integrity with WREGIS and other Users of our Services. If User is found to do any of the following: violate any laws or policies contained herein; open more than one account; knowingly misrepresents Generating Unit specifications; attempts to double-count production or Certificates; simultaneously act as Account Holder for their Generating Unit and register with Leaf Exchange to act as Account Holder; fails to deliver Certificates; circumvent or manipulate the billing process or fees owed to the Leaf Exchange; post false, inaccurate, misleading, defamatory, or libelous content (including personal information); not comply with WREGIS ongoing Reporting Requirements in a reasonable period of time, or submit false or misleading reports; Leaf Exchange, under its reasonable determination and discretion may revoke, suspend, or terminate a Users' account. Upon termination User will be required to closeout any outstanding REC balance or position within thirty (30) calendar days. If User does not initiate closeout transaction within the stated time frame, Leaf Exchange will have the discretion to closeout and flatten the User balance or position to zero.

Change of information. User and Leaf Exchange have a continuing duty to immediately notify WREGIS if and when any information in the Assignment of Registration Rights document ceases to be truthful, accurate, or complete. Any written notice of changes should, except in extenuating circumstances, be provided to WREGIS at least 15 business days in advance of the date upon which such changes are to become effective. Changes will be effective on the date requested by the parties, or upon issuance of written acknowledgement by WREGIS, whichever is later.