

SCHEDULE 6

General Terms and Conditions

IMPORTANT: These General Terms and Conditions contain warranty disclaimers and other provisions that limit GoSolr's liability towards the Customer or that may require the Customer to indemnify GoSolr or assume certain risks and liability. **These terms are emphasized in bold and require careful attention.**

These General Terms and Conditions must be read together with the GoSolr's Privacy Policy, which is accessible via GoSolr's website (the "Privacy Policy"). The Customer is advised to review the Privacy Policy to understand the types of personal data GoSolr collects, the sources of this data, the third parties with whom GoSolr may share this data, the retention period of the data, and the procedure for requesting access to or deletion of personal data.

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1. PARTIES

1.1. The Parties to this Agreement are -

1.1.1. GoSolr; and

1.1.2. the Customer.

1.2. The Parties agree as set out below.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below, and cognate expressions shall bear corresponding meanings:

2.1.1. "**Act of Insolvency**" in relation to a Party means any of the following:

2.1.1.1. the Party is placed into administration, business rescue, or similar proceedings;

2.1.1.2. a deed of arrangement is entered into concerning the Party's debts;

2.1.1.3. an application is made to a court for the business rescue, sequestration, liquidation, or winding up of that Party, and such application is not stayed or dismissed within 14 (fourteen) days after it is made;

2.1.1.4. the Party resolves to be placed in business rescue or voluntarily wound up;

2.1.1.5. a winding-up or sequestration order is made against the Party, whether provisionally or finally;

2.1.1.6. a trustee, receiver, receiver and manager, provisional liquidator, or liquidator is appointed to the Party or any of its assets;

2.1.1.7. the Party notifies the other Party or any creditor that it is or is deemed under any law to be insolvent or unable to pay its debts as they fall due;

2.1.1.8. any act by that Party which would be construed as being an act of insolvency under the Insolvency Law No. 19 of 2019, if committed by a natural person; or

2.1.1.9. any analogous event occurs under the laws of any relevant jurisdiction;

2.1.2. "**Additional Installation Fee**" means the amount payable by the Customer to GoSolr for the installation of the Additional Installation Materials (if applicable) by the Service Provider, as detailed in the Contract Details;

2.1.3. "**Additional Installation Materials**" means any additional structures or materials to be installed on the Rooftop by the Service Provider, as described in Schedule 2 (Specifications), where a Customer is deemed to have a unique roof installation that necessitates additional materials;

2.1.4. "**Administration Fee**" means the administration fee set out in the Contract Details, which is payable in accordance with clause 16.1;

2.1.5. "**Agreement**" means this agreement, including the Contract Details and all Schedules hereto, as amended, varied, novated or supplemented from time to time;

2.1.6. "**Battery**" means the battery and components as described in Schedule 2 (Specifications);

2.1.7. "**Call-Out Fee**" means the call-out fee as described in the Contract Details;

2.1.8. "**Change in Law**" means:

2.1.8.1. the adoption, promulgation, amendment, change in interpretation, modification or repeal after the Signature Date by any Responsible Authority of any law; or

2.1.8.2. the imposition by a Responsible Authority of any condition in connection with the issuance, renewal or modification of any Consent after the Signature Date;

2.1.9. "**Connection Point**" means the point where the Utility Authority meter connects to the distribution board located at the Premises;

2.1.10. "**Consents**" means all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions and/or licences required by any Responsible Authority in connection with the performance of any Works and/or the operation and maintenance of the Solar System;

- 2.1.11. "**Consumed**" means Solar Energy used by the Customer as measured by the Inverter, including Solar Energy consumed in charging the Battery, and "**Consumption**" shall bear a corresponding meaning;
- 2.1.12. "**Contract Details**" means the Contract Details forming part of this Agreement and agreed between the Parties;
- 2.1.13. "**CPL**" means the Federal Law No. 15 of 2020 on Consumer Protection (the Consumer Protection Law) including all amendments made thereto;
- 2.1.14. "**Customer**" means the party specified as the Customer in the Contract Details. If the Customer is a legal entity, the individual signing this Agreement on behalf of the Customer warrants that they are duly authorised to bind the entity/Customer to the terms and conditions of this Agreement;
- 2.1.15. "**Customer's Bank Account**" means the Customer's bank account details as set out in the Contract Details;
- 2.1.16. "**De-Installation Fee**" means the amount payable by the Customer to GoSolr for the de-installation of the Solar System (as escalated) by the Service Provider, as detailed in the Contract Details, following cancellation of this Agreement and where the Customer has not elected to purchase the Solar System in terms of clause 21;
- 2.1.17. "**Dispose**" means to assign, transfer, or otherwise dispose of, or grant or permit the grant of any legal or equitable interest (either in whole or in part), whether by sale, lease, declaration, or creation of a trust, or by permanently vacating, deserting, or otherwise abandoning any property, and any reference to "**Disposal**" shall be construed accordingly;
- 2.1.18. "**Electricity Authority**" means the responsible local authority for all electrical compliance in the region including but not limited to: **DEWA, SEWA, ADWEA, FEWA, ETIHADWE** etc.
- 2.1.19. "**ETL**" means the Electronic Transactions and Trust Services Law No. 46 of 2021
- 2.1.20. "**Service Provider**" means the appointed entity, qualified to work unsupervised on the installation, commissioning and maintenance of low voltage electrical and electronic equipment and appliances in a consumer's electrical installation;
- 2.1.21. "**Encumbrance**" means any mortgage, pledge, lien, deed of cession, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security, whether by contract or operation of law, including any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off, or made subject to a combination of accounts so as to effect the discharge of any sum owed or payable to any person, and "**Encumber**" shall bear a corresponding meaning;
- 2.1.22. "**Fair Market Value**" means the cash price that would be negotiated in an arm's-length, free market transaction between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. The Fair Market Value shall be determined based on the greater of either the replacement cost of the Solar System or the recent sale prices of comparable systems in the market;
- 2.1.23. "**Fixed Monthly Fee**" means the amount payable by the Customer to GoSolr monthly, as set out in the Contract Details;
- 2.1.24. "Electrical Installation" comprises any fixed or temporary cable, switchgear or other electrical equipment or apparatus within a Premises or other place where there is an electricity supply (including outdoor locations). Fixed or portable electrical appliances are not considered part of the Electrical Installation
- 2.1.25. "**GoSolr**" means GoSolr Project Management Services L.L.C, registration number 1413952, a Limited Liability Company duly incorporated in the United Arab Emirates, and the lawful owner of the Solar System. Ownership of the Solar System remains vested in GoSolr unless and until the Customer exercises the Purchase Option in accordance with clause 22, and full payment of the Purchase Price is received by GoSolr for the transfer of ownership to the Customer
- 2.1.26. "**Grid Interruption**" means any event that disrupts the national electrical grid, including but not limited to interruptions, failures, outages, voltage surges, curtailments, that affect the Connection Point and consequently hinders the delivery of electrical energy generated by the Solar System;
- 2.1.27. "**Independent Expert**" means, in the event that the dispute is a technical dispute, an electrical or power engineer with relevant professional experience, as agreed upon by the Parties, The decision of the Independent Expert shall be final and binding on the Parties, except where otherwise provided for in this Agreement;
- 2.1.28. "**Initial Electrical Certificate of Compliance**" means the document which verifies an electrical installation Is compliant on the date of inspection with all the legal requirements as required by the Responsible Electricity Authority (DEWA, SEWA, ADWEA etc)..
- 2.1.29. "**Inverter**" means the device or system installed by the SerProvider as part of the Solar System that converts direct current (DC) electricity generated by the Solar System into alternating current (AC) electricity. It may also include additional functionalities for monitoring and measuring the Solar Energy generated and Consumed;
- 2.1.30. "**Minimum Buyout Fee**" means an amount determined using the table included in the Contract Details;
- 2.1.31. "**Operations Date**" means the date on which the Solar System is capable of being operated safely under all operational

conditions and starts producing power, as notified by GoSolr to the Customer in accordance with clauses 8.4 and 8.6.

- 2.1.32. "**Parties**" means the parties to this Agreement as set out in clause 1.1, and "**Party**" means either of them, as the case may be;
- 2.1.33. "**Placement Area**" means the designated area on the Premises where the Solar System is installed and positioned. It includes the space required for solar panels, inverters, mounting structures, and any associated equipment necessary for the effective operation of the Solar System;
- 2.1.34. "**Placement Relocation Event**" means the process of removing the Solar System from the Placement Area, starting at the shutdown of the Solar System in pursuance of its relocation and ending when the Solar System is reinstalled at a new location, within the same Premises, fully commissioned, and operational.
- 2.1.35. "**Premises**" means the premises at which the relevant Works are to be carried out and where the Solar System will be installed, including the Rooftop (if applicable), as detailed in Schedule 3 (Premises);
- 2.1.36. "**Prime Rate**" means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365-day year (irrespective of whether or not the year is a leap year), as published from time to time by the Central Bank of the UAE as its prime overdraft rate, as certified by any representative of that bank whose appointment and designation need not be proved;
- 2.1.37. "**Purchase Option**" has the meaning given to that term in clause 21;
- 2.1.38. "**Purchase Price**" means the greater of:
 - 2.1.38.1. Fair Market Value; and
 - 2.1.38.2. Minimum Buyout Fee;
- 2.1.39. "**Relocation Event**" means the process of relocating the Solar System, starting with the shutdown of the Solar System for relocation purposes and ending when the Solar System is reinstalled at a new location, fully commissioned and operational;
- 2.1.40. "**Required Documents**" means certified copies of the applicable documents listed in Schedule 4 (Required Documents) and such other documents as GoSolr may request, which the Customer must deliver to GoSolr as soon as possible after the Signature Date;
- 2.1.41. "**Responsible Authority**" means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;
- 2.1.42. "**Rooftop**" means the rooftop of the Premises, as indicated in Schedule 3 (Premises) (if applicable);
- 2.1.43. "**GoSolr's Bank Account**" means the bank account of GoSolr, the details of which are set out in the Contract Details, or such other bank account as may be notified by GoSolr to the Customer in writing;
- 2.1.44. "**Sign**", "**Signed**" or "**Signature**" means the Customer's express acknowledgement of the acceptance of this Agreement, which is recorded through an electronic communication by the Customer's selecting the corresponding field at the end of this Agreement. The term "**electronic communication**" has the meaning assigned to it in ETL;
- 2.1.45. "**Signature Date**" means the date on which the Customer electronically acknowledges acceptance of this Agreement;
- 2.1.46. "**Solar Energy**" means the electrical energy, expressed in kilowatt-hours (kWh), generated by the Solar System and available for consumption, as measured by the Inverter;
- 2.1.47. "**Solar Software**" means the software forming part of the Inverter, installed by the Service Provider and managed by GoSolr, in respect of the Solar System;
- 2.1.48. "**Solar System**" means the system owned by GoSolr, comprising the components set out in Schedule 2 (Specifications) of this Agreement, which generates Solar Energy and may store electrical power, and which is to be installed at the Premises by the Service Provider;
- 2.1.49. "**Term**" means the period during which this Agreement is in effect, commencing on the Signature Date and continuing until terminated in accordance with the terms of this Agreement;
- 2.1.50. "**Termination Date**" means the date upon which this Agreement is ended, either by mutual agreement of the Parties in writing or in accordance with the termination provisions set forth in this Agreement;
- 2.1.51. "**Utility**" means any licensed third-party entity, excluding GoSolr, supplying electrical energy to the Premises under a separate electrical energy supply agreement. This can include a Responsible Authority or private Service Providers;

- 2.1.52. "VAT" means value-added tax imposed under the Federal Decree-Law No. (8) of 2017 of Value Added Tax including all amendments thereto; and
- 2.1.53. "Works" means the works, services, and other activities to be performed by GoSolr and/or the Service Provider, as the case may be, including:
- 2.1.53.1. developing detailed plans for the Solar System, including system design, layout, and integration with existing infrastructure;
- 2.1.53.2. installing, commissioning, owning, maintaining, repairing, removing, replacing or making additions to the Solar System, as well as installing complementary technologies at or near the location of the Solar System;
- 2.1.53.3. installing, using and maintaining inverters necessary to connect the Solar System to the Connection Point; and
- 2.1.53.4. performing any other actions necessary for the construction, installation, operation, maintenance, removal or repair of the Solar System.
- This specifically excludes any maintenance, repair or replacement of any meters, inverters, electric lines or other electrical components not installed by or on behalf of GoSolr.
- 2.2. In this Agreement —
- 2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2. an expression which denotes: (i) any gender includes the other genders; (ii) a natural person includes a juristic person and *vice versa*; (iii) the singular includes the plural and *vice versa*; (iv) a Party includes a reference to that Party's successors in title and assigns allowed at law; and (v) a reference to a consecutive series of two or more clauses includes both the first and last-mentioned clauses.
- 2.3. Any reference in this Agreement to:
- 2.3.1. "days" means calendar days unless otherwise specified as "business days," which excludes Saturdays, Sundays, and public holiday as gazetted by the government of the UAE;
- 2.3.2. "laws" refers all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "law" shall have a similar meaning;
- 2.3.3. "month" means calendar month, starting on the first day of a calendar month and ending on the last day of that month; and
- 2.3.4. "person" includes any person, company, close corporation, trust, partnership or other entity, whether or not having separate legal personality.
- 2.4. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example shall not limit the general word preceding it.
- 2.5. The word "written" means a document (whether hardcopy or electronic), including e-mail, and "writing" shall have a corresponding meaning.
- 2.6. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.7. Unless otherwise specified, defined terms in title case shall be given their meaning as defined, while the same terms in lowercase shall be interpreted in accordance with their plain English meaning.
- 2.8. A reference to any statutory enactment shall be construed as a reference as at the Signature Date and as amended or substituted.
- 2.9. Unless specifically otherwise provided, any number of days prescribed shall exclude the first day and include the last day.
- 2.10. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise stipulated) the due date shall be the immediately preceding business day.
- 2.11. Where figures are referred to in numerals and in words, and there is any conflict, the words shall prevail unless the context indicates a contrary intention.
- 2.12. The rule of construction that this Agreement shall be interpreted against the Party responsible for its drafting shall not apply.

- 2.13. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.14. GoSolr reserves the right, at its sole discretion, to amend, modify, or supplement this Agreement at any time. Any such changes will become effective immediately upon being posted on GoSolr's website or upon email notification to the Customer, whichever occurs first. GoSolr will notify the Customer of such amendments via email to the Customer's last known email address or by posting on the website. It is the Customer's responsibility to regularly check the website for updates and to ensure that their contact information is current. Continued use of GoSolr's services, the Solar System, or the Solar Software after the effective date of any changes, whether posted online or notified via email, will constitute acceptance of the revised terms. If the Customer does not agree with the changes, they must cease using GoSolr's services, the Solar System, and the Solar Software immediately.
- 2.15. In this Agreement, the words "clause" or "clauses" and "schedule" or "schedules" refer to clauses of and schedules to this Agreement.

3. TERM

This Agreement shall commence on the Signature Date and shall endure indefinitely until terminated by either Party in accordance with the termination provisions set forth herein.

4. CONSUMER PROTECTION LAW

- 4.1. To the extent that the CPL applies to this Agreement, the Customer acknowledges that it has been informed of its rights under the CPL, and that GoSolr has provided all necessary explanations and disclosures required by the CPL, including details of the goods or services, pricing, payment terms, warranty information, and any applicable terms and conditions. The Customer confirms that it has read and understands the terms of this Agreement and is entering it voluntarily.
- 4.2. The Customer acknowledges that in the event of any conflict between the provisions of this Agreement and the CPL, the CPL provisions will take precedence, and GoSolr will comply with all relevant CPL requirements.
- 4.3. The Customer acknowledges that it has been informed of its right to lodge complaints with GoSolr regarding the services provided, and that GoSolr will address and resolve such complaints in accordance with the CPL.

5. ELECTRONIC TRANSACTIONS AND TRUST SERVICES LAW

- 5.1. The Customer acknowledges that this Agreement and any related documents or communications provided by GoSolr electronically, including via email, are valid and legally binding as per the provisions of ETL. The Customer agrees that electronic signatures and records are acceptable and enforceable in accordance with ETL.
- 5.2. The Customer acknowledges that GoSolr may use electronic means to communicate with it, provide notices, and send records related to this Agreement. The Customer agrees to receive such communications and notices electronically, understanding that they are legally equivalent to written documents.
- 5.3. The Customer acknowledges that GoSolr has implemented reasonable technical and security measures to protect electronic communications and transactions in compliance with ETL. The Customer understands its responsibility to ensure the security of its own electronic devices and communications.

6. ACCESS RIGHTS AND PROPERTY CONSENTS

6.1. Access Rights

- 6.1.1. The Customer grants GoSolr, its Service Providers, and/or their respective representatives, or affiliates the right to access to the Premises as required for the installation, operation, maintenance, and removal of the Solar System, including access for any required inspections, maintenance and repairs.
- 6.1.2. If the Customer is a tenant, the Customer warrants that it has notified GoSolr of its tenancy and has obtained written consent from the property owner and has legal authority to install the Solar System and to grant GoSolr, its Service Providers, and/or their respective representatives, or affiliates access to the Premises and that such access does not violate any existing agreements, leases, or laws applicable to the property. The Customer must provide GoSolr with a copy of this consent upon request.
- 6.1.3. If the Solar System is installed in a tenanted property, the Customer must ensure that the tenant grants GoSolr, its Service Provider, and their respective representatives and affiliates access to the Premises as necessary. The Customer must provide GoSolr with written confirmation of such arrangements upon request.
- 6.1.4. If the Customer moves out of the Premises, whether due to lease expiration, sale of the property, or any other reason, the Customer must ensure that GoSolr, its Service Provider, and/or their respective representatives and affiliates are granted access to remove the Solar System. The Customer shall provide GoSolr with written confirmation from the new property

owner or landlord, or evidence of arrangements made for GoSolr, its Service Provider, and/or their respective representatives and affiliates to access the Premises for removal upon request.

- 6.1.5. The Customer agrees to provide GoSolr, its Service Provider, and their representatives, contractors, and affiliates with access to the Premises in the event of an emergency, at such reasonable times and frequencies as GoSolr determines are necessary to address urgent issues related to the Solar System.
- 6.1.6. The Customer shall obtain and provide any necessary consents, permits, or approvals required from relevant property owners, tenants, or any other third parties to enable GoSolr to exercise its access rights as stated in this Agreement. The Customer is responsible for ensuring that all such consents are obtained prior to the commencement of installation or any related activities.
- 6.1.7. The Customer agrees to indemnify and hold GoSolr harmless from any claims, damages, or liabilities arising from the Customer's failure to secure necessary property consents. If the Customer fails to provide access or necessary consents as required, GoSolr reserves the right to postpone installation or any related activities until such access or consents are obtained. Any delays caused by the Customer's failure to provide access may result in additional charges or penalties as outlined in this Agreement

6.2. Community Scheme Consents

- 6.2.1. **The Customer acknowledges that , in case the Premises are a part of a community scheme, the installation may be subject to regulations, guidelines, or restrictions imposed by the relevant community scheme, homeowners' association, or any other governing body applicable to the property, the Customer warrants that it has obtained all necessary consents from the community scheme before the installation of the Solar System. The Customer shall provide GoSolr with evidence of these consents upon request.**
- 6.2.2. The Customer agrees to indemnify GoSolr against any claims, losses, or damages arising from the failure to obtain necessary consents or to provide required access as specified in this Agreement. If consent is denied, GoSolr shall not be held liable for any delays, additional costs, or inability to complete the installation as outlined in this Agreement.

6.3. Space, Storage and Installation

- 6.3.1. The Customer shall ensure that there is sufficient space within the Premises to accommodate GoSolr's electronic systems required for the operation of the Solar System. The space must be suitable for safe and efficient installation and operation, adhering to all relevant safety and building regulations
- 6.3.2. GoSolr has the right for its transmission lines and communication cables to be installed and maintained within and, if necessary, across the Premises. The Customer agrees to ensure that the installation site is accessible and free from any obstructions that may hinder the installation process. This includes, but is not limited to, ensuring clear pathways for equipment delivery, installation, and maintenance activities
- 6.3.3. The Customer shall provide GoSolr with suitable storage space on the Premises for materials and tools used during the performance of the Works. GoSolr and/or its Service Provider shall be responsible for ensuring that their stored items are adequately sheltered and secured.
- 6.3.4. The Customer hereby undertakes to provide necessary water, drainage and electrical connections on the Premises to facilitate the performance of the Works.

7. CONDITIONS FOR INSTALLATION

7.1. VALIDITY

- 7.1.1. This Clause 7 is subject to the installation taking place within 120 days of the Signature Date, unless otherwise agreed in writing with GoSolr.

7.2. Assessment

- 7.2.1. On or as soon as reasonably possible after the Signature Date, GoSolr and its Service Provider shall assess the suitability of the Premises for the installation of the Solar System. This may include:
 - 7.2.1.1. inspecting the physical condition of the Premises and any structures on which the Solar System will be installed;
 - 7.2.1.2. applying for a permit from the Responsible Electricity Authority for the installation of the Solar System;
 - 7.2.1.3. executing all necessary agreements with the Utility for the interconnection of the Solar System to the Connection Point; and
 - 7.2.1.4. conducting any other investigations or determinations necessary for the construction and maintenance of the Solar System.
- 7.2.2. GoSolr's assessment does not include an assessment of the compliance of the Premises with local electrical codes or community regulations. The Customer is responsible for ensuring that all aspects of the Premises comply with relevant

electrical codes or community regulations and will provide GoSolr with an initial electrical certificate of compliance if requested.

7.2.3. The Customer must provide the following to GoSolr upon the Signature Date or as soon thereafter as requested by GoSolr:

- 7.2.3.1. the Required Documents;
- 7.2.3.2. the initial Certificate of Compliance; and
- 7.2.3.3. all existing reports regarding the design, specification, and/or condition of the Premises and any improvements thereon.

7.2.4. The Customer must cooperate with GoSolr and its Service Providers in relation to any applications identified in clause 7.2.1.2 including providing reasonable assistance in the preparation of such applications to expedite their consideration by the appropriate Responsible Authority, provided that such applications are in compliance with all applicable legal requirements.

7.2.5. GoSolr is entitled to conduct a credit check on the Customer. By Signing this Agreement and completing the consent form set out in Annexure 1 to Schedule 4 (Required Documents), the Customer authorises and permits GoSolr to conduct such credit check and share the Customer's personal information with authorised credit bureaus. If the credit check is unsatisfactory in GoSolr's sole discretion, GoSolr may elect not to proceed with the installation of the Solar System, in which case this Agreement shall be deemed terminated without further liability to either Party, except for the return of any payments made by the Customer, less any costs incurred by GoSolr up to the date of termination.

7.3. **Administration Fee**

The Customer shall pay a one-time non-refundable Administration Fee for the processing of the Customer's local electricity authority application. This fee does not cover any costs related to ensuring compliance with electrical regulations or safety standards outside of the solar system Installation, which remain the sole responsibility of the Customer. This fee does not cover any costs relating to any community approvals or any other government fees that may be required.

8. **INSTALLATION OF THE SOLAR SYSTEM**

8.1. **Commencement of Installation**

8.1.1. GoSolr shall have the right, in its sole and absolute discretion, to appoint its Service Provider to commence the installation of the Solar System only if and once:

8.1.1.1. following the site inspection of the Premises, GoSolr and its Service Provider determine that the Premises is suitable for the installation of the Solar System;

8.1.1.2. GoSolr has received all Required Documents;

8.1.1.3. the Customer has paid the Administration Fee;

8.1.1.4. to the extent applicable, the Customer has paid any Additional Installation Fees;

8.1.1.5. GoSolr, in its sole discretion, is satisfied with the results of the credit check conducted in respect of the Customer; and

8.1.1.6. all relevant Permits, Consents and approvals have been obtained for the installation of the Solar System.

8.1.1.7. The Customer has provided reasonable access to the Premises for GoSolr and its Service Provider for the purpose of installation;

8.1.1.8. The Customer has complied with all obligations set forth in this Agreement, including but not limited to any necessary preparations of the Premises for installation

8.1.2. GoSolr shall not be liable for any delays or failures in the installation of the Solar System caused by its Service Provider, third-party affiliates, or any other factors beyond GoSolr's control. Installation will only proceed if the conditions set out in clause 8.1.1 are satisfied.

8.1.3. In the event that the conditions set out in clause 8.1.1 are not satisfied within 45 (forty-five) days after the Signature Date, GoSolr may, in its sole discretion, terminate this Agreement without any further liability to the Customer. Any amounts paid by the Customer to GoSolr prior to such termination, less any costs incurred by GoSolr, shall be refunded.

8.1.4. GoSolr reserves the right to reschedule the installation date upon providing reasonable notice to the Customer, taking into account any unforeseen circumstances that may arise.

8.2. **Customer's Responsibility for Approvals**

8.2.1. **Whilst GoSolr will assist the customer in obtaining all necessary approvals, consents, and permits required by Responsible Authorities for the installation, GoSolr shall not be held liable for any failure to obtain such regulatory approvals.**

- 8.2.2. GoSolr will not be liable for any fees outside of the standard Electricity authority application fees. This includes any required developer fees and deposits, additional permits or permissions that may be required due to the location of the customer's property or that may be requested by the local authorities from time to time.
- 8.2.3. The Customer warrants that it shall have obtained any additional community approvals as requested by GoSolr before the commencement of installation.
- 8.2.4. The Customer shall ensure that there are no restrictions, in relation to the Premises that may affect the Works or prevent the ability of GoSolr to obtain any approvals.
- 8.2.5. The Customer acknowledges that GoSolr shall not be held liable for any resulting damages, penalties, or additional costs, from any failure to obtain the required approvals or consents, resulting in a delay or inability to proceed with installation. This includes any deposits paid by the customer for the installation. The Customer shall bear all such risks and costs.

8.3. **Solar System Design and Installation**

Subject to clause 8.1, GoSolr or its nominated Service Provider will design the Solar System, which its Service Provider will install at the Premises.

- 8.3.1. As at the Signature Date, GoSolr anticipates that the Solar System shall consist of the components and specifications set forth in Schedule 2 (Specifications).
- 8.3.2. The Solar System will be designed in accordance with applicable industry standards and the technical parameters of the Premises based on the information provided by the Customer regarding their electricity consumption. The design of the Solar System shall be in accordance with the requirements and standards set forth by the Responsible Electricity Authority (DEWA, SEWA, ADWEA etc.), and any other applicable laws, regulations, and legislative requirements.
- 8.3.3. GoSolr has the right to modify the design of the Solar System, including the selection of the components, in its sole discretion. GoSolr shall advise the Customer of any such changes.

8.4. **Operations Date**

- 8.4.1. GoSolr shall use all reasonable commercial endeavors to achieve the Operations Date within 60 (sixty) days after the Signature Date, subject to the parameters provided by its Service Provider. If GoSolr is unable to achieve the Operations Date within this period, GoSolr shall notify the Customer of the delay and the proposed new date as soon as possible.
- 8.4.2. The Parties agree that if the Operations Date is not achieved within the abovementioned period, GoSolr shall have no liability to the Customer and shall be subject to no penalty for any inability to perform any of its obligations under this Agreement, including but not limited to its obligation to ensure that the Operations Date is achieved, and will not be in default of this Agreement as a result of such non-performance.

8.5. **Installation, Integration and Commissioning**

- 8.5.1. GoSolr and its Service Providers shall identify a suitable Placement Area for the Solar System during the Premises inspection. GoSolr will communicate the proposed positions for installation to the Customer. Any subsequent relocation of components due to the Customer's dispute or change of position will be at the Customer's cost.
- 8.5.2. The Service Provider is responsible for the system integration of the Solar System, including installation, commissioning, and testing. This includes obtaining the Local Authority Approval and connecting the Solar System to the Connection Point. GoSolr may appoint a Service Provider for any part of the Works.
- 8.5.3. The Customer acknowledges that failure to comply with tariff/meter or any other legal requirements may jeopardize the registration of the Solar System. The Customer shall remain responsible for compliance with such requirements, and GoSolr and its Service Provider will not be liable for any issues resulting from the Customer's non-compliance.

If a Responsible Authority directs a Customer to disconnect the system for any reason through no fault of GoSolr and/or its Service Provider, the Customer shall bear the costs for GoSolr and/or its Service Provider to remove the solar system.

8.6. **Completion**

GoSolr will notify the Customer upon the completion of the installation of the Solar System.

9. **SOLAR SYSTEM**

9.1. **Solar System Output**

- 9.1.1. The Customer acknowledges that it is aware and fully understands that several factors may adversely affect the performance of the Solar System, including, without limitation, the following factors:
 - 9.1.1.1. shadows and shade cast over the solar panels;

- 9.1.1.2. weather conditions;
- 9.1.1.3. any damage or degradation of the solar panels;
- 9.1.1.4. the positioning of the Rooftop on the Premises;
- 9.1.1.5. the geographic location of the Premises;
- 9.1.1.6. the use of the Solar System for purposes other than its intended design or in a manner not in accordance with the operating guidelines provided by GoSolr from time to time;
- 9.1.1.7. Changes to the physical structure of the Premises, including any modifications, extensions, or repairs that may alter sunlight exposure or affect system performance; and
- 9.1.1.8. Failure to perform regular maintenance or cleaning of the Solar System, as recommended by GoSolr

9.2. Battery Output (If applicable)

The Customer acknowledges that it is aware and fully understands that several factors may adversely affect the performance of the Battery, including without limitation, the following factors:

- 9.2.1. any damage or degradation of components of the Battery;
- 9.2.2. the positioning of the Battery on the Premises; and
- 9.2.3. the use of the Battery for purposes other than its intended design or in a manner not in accordance with the operating guidelines provided by GoSolr to the Customer from time to time.

9.3. No Guarantee

- 9.3.1. GoSolr shall use its reasonable endeavours to ensure that the Solar System performs as would be reasonably expected. However, due to the factors referred to in clause 9.1 and 9.2 (if applicable), GoSolr does not provide any guarantees or warranties, nor make any representations regarding the performance of the Solar System.
- 9.3.2. GoSolr will, where reasonably possible, in consultation with its Service Provider, attempt to identify potential restrictions or limitations on the Solar System's performance prior to installation. However, the Customer acknowledges and accepts that, due to the nature of the Solar System and the service being provided, neither GoSolr nor its Service Provider can identify, guard against, or circumvent all such restrictions or limitations.

9.4. Restoration

- 9.4.1. The Customer acknowledges that it is aware and fully understands the potential effects that the installation and removal of the Solar System may have on the Premises, including discolouration of the Rooftop and/or walls on which the components of the Solar System are installed, holes drilled into walls and/or the Rooftop to install and erect roof structures and other components of the Solar System, and other minor changes in appearance to the Premises pursuant to the performance of the Works.
- 9.4.2. The Customer acknowledges and agrees that neither GoSolr nor its Service Provider shall be responsible for any restoration of the Premises upon removal of the Solar System beyond what is necessary to fix or fill holes drilled during the installation. Neither GoSolr nor its Service Provider shall be obliged to repaint, repair or restore any part of the Premises.

9.5. Risk In and To the Solar System

All risks in and to the Solar System, including any loss thereof or any damage thereto for whatever reason (including any loss or damage occasioned by any Force Majeure Event), shall be borne by the Customer from the Operations Date.

10. CUSTOMER'S OBLIGATIONS

10.1. Protection of the Solar System

- 10.1.1. During the Term, the Customer shall be responsible for securing the Solar System at its own cost and undertakes to provide or procure the provision of such measures and personnel as may be required from time to time for this purpose.
- 10.1.2. The Customer will be liable to restore and make good any damage to the Solar System as a result of the failure on its part to carry out its obligation to secure the Solar System as contemplated in clause 10.1.1, or as a result of the collapse of a building, fire, explosion or accident which is not covered by insurance in terms of clause 30.

10.2. Maintenance of the Premises

- 10.2.1. The Customer shall:

- 10.2.1.1. keep the Solar System in good condition and unobstructed;
- 10.2.1.2. keep trees, bushes and hedges trimmed so that the Solar System receives as much sunlight as it did on the Operations Date;
- 10.2.1.3. refrain from planting any trees, bushes and hedges that may shade the Solar System;
- 10.2.1.4. ensure that the Premises is not modified in any way that shades the Solar System; and
- 10.2.1.5. maintain, or ensure the maintenance of, the Premises.
- 10.2.2. The Customer is liable for any damage to the Solar System arising as a result of the Customer non-compliance with the provisions of this clause.

10.3. No Alterations to the Solar System

- 10.3.1. The Customer shall not make, or authorise its contractors to make, any modifications, improvements, revisions or additions to the Solar System, or take any other action that could void any warranty on any part of the Solar System, without GoSolr's prior written consent. Any such alterations must comply with all relevant electrical codes and safety standards, and GoSolr shall have no liability for any non-compliance resulting from such alterations. Should any warranty on any part of the Solar System be voided as a result of the Customer's failure to comply with the provisions of this clause 10.3.1, the Customer shall be liable for any and all loss suffered by GoSolr.
- 10.3.2. The Customer shall not, and shall not authorise its Service Providers to, tamper with the Solar System in any way. The Customer shall only use its Service Provider specifically approved by GoSolr for any maintenance or repairs of any part of the Solar System and shall obtain GoSolr's prior written approval before proceeding.
- 10.3.3. The Customer is liable for any loss or damage caused to the Solar System as a result of the Customer or its contractors undertaking any repairs or general maintenance on the Premises. As soon as reasonably practical after the Customer becomes aware of any damage to the Solar System resulting from such maintenance or repairs, the Customer shall inform that GoSolr in writing of any such damage.
- 10.3.4. The Customer is liable for any damage to, or repair or replacement of, the Solar System arising as a result of the Customer's non-compliance with the provisions of this clause. For the avoidance of doubt, GoSolr shall not be liable for any costs associated with the Customer's appointment of third parties to repair or maintain the Solar System, including but not limited to the costs associated with remedial work, repair work, replacement of equipment or components, or any other work carried out on the Solar System by the Customer or its Service Providers.

10.4. Third Party Supplier Account

- 10.4.1. The Customer is responsible for the payment of all municipal and other charges in respect of all electric current supplied by the Utility and consumed in or on the Premises, as metered from time to time by the Utility, including any deposit and connecting fees that may be payable.

11. INSPECTION, REPAIR AND MAINTENANCE

11.1. Maintenance

- 11.1.1. GoSolr may, at any time and without prior notice, shut down the Solar System to either directly perform or instruct its Service Provider to perform any required general or emergency repairs to the Solar System. When possible, GoSolr shall provide notice of the shutdown as may be reasonable under the circumstances. GoSolr shall have no obligation to reimburse the Customer for any costs in purchasing electrical energy from a Utility that would have been produced by the Solar System but for such shutdown. GoSolr is not responsible for ensuring that the repairs comply with electrical regulations or that the Premises' electrical system is otherwise compliant with applicable laws.
- 11.1.2. GoSolr is entitled to appoint its Service Provider to carry out, replace or make good and repair, at its own cost, the Solar System (or any part thereof) that may become damaged, faulty or defective from time to time during the Term. The Customer shall have no claim against GoSolr in respect of any losses which it may suffer as a result of any such alteration, repair or replacement.
- 11.1.3. If the Solar System requires repairs for which the Customer is responsible, the Customer shall be liable to compensate the Service Provider appointed by GoSolr for diagnosing and correcting the problem at GoSolr's or its Service Provider's then current standard rates. The Customer shall also be liable for any lost income of GoSolr that otherwise would have generated if no such damage had occurred.
- 11.1.4. In the event that the Solar System requires repairs due to force majeure, such as extreme weather events or natural disasters, GoSolr will undertake necessary repairs. However, the Customer may be liable for the costs of such repairs if the damage was not covered under the customer's or GoSolr's insurance policies.

11.1.5. GoSolr may, in its discretion, charge the Customer the Call Out Fee if the Customer requests the Service Provider to repair the Solar System and it transpires that the Solar System is functioning as reasonably expected.

11.1.6. The Customer shall ensure that no unauthorized third party attempts to repair, modify, or alter the Solar System. Any tampering with the system by third parties not approved by GoSolr may result in the Customer being held liable for any resulting damage or inefficiencies.

11.2. **Shutdown**

11.2.1. In addition to GoSolr's right to appoint the Service Provider to shut down the Solar System for general maintenance as provided in clause 11.1, GoSolr is entitled, at its discretion, to appoint the Service Provider to shut down the Solar System if GoSolr believes the Premises conditions or activities of persons on the Premises, which are not under the control of GoSolr, may interfere with the safe operation of the Solar System or the terms of this Agreement.

11.2.2. The Customer and GoSolr shall cooperate and coordinate their respective efforts to restore the Premises conditions so as not to interfere with the safe operation of the Solar System and to minimize, to the extent practicable, the duration of the shutdown.

11.2.3. If a shutdown pursuant to this clause 11.2 continues for 30 (thirty) days or longer, GoSolr may terminate this Agreement in accordance with clause 23.3 for a Customer Event of Default.

11.3. **Operation**

11.3.1. The Customer acknowledges that GoSolr may outsource to a third-party operator, such as its Service Provider, the performance of operations, equipment status control, preventive and corrective maintenance, installation and maintenance of the Solar System, as well as the control of maintenance activities, to ensure the safe and reliable operation of the Solar System (the "**O&M Services**").

11.3.2. The Parties record that GoSolr may, where applicable, appoint an operator to perform the O&M Services in respect of the Solar System under a written agreement regulating the O&M Services to be concluded between the operator and GoSolr.

12. **SOLAR SYSTEM RELOCATION**

12.1. **Customer Request**

12.1.1. The Customer may request to relocate the Solar System to another location on the same Premises; however, any such relocation shall be subject to the written approval of GoSolr, in its sole discretion, and shall be treated as a Placement Relocation Event.

12.1.2. In exercising its discretion in respect of clause 12.1.1 above, GoSolr may consider, but is not limited to, factors such as whether the alternative placement ("**Alternative Placement**") nominated by the Customer is located on the same Premises as the original Placement Area and whether it complies with GoSolr's quality criteria. If the Alternative Placement does not meet this criteria, the Customer shall be required to accept the associated site risks and sign suitable waivers.

12.1.3. In the event that GoSolr provides its written consent as required in terms of clause 12.1.1 above, the Customer shall be liable for all costs ("**Placement Relocation Costs**") associated with the Placement Relocation Event, which GoSolr may incur. The Customer shall be required to make payment of such costs upon presentation of an invoice by GoSolr. If the Customer fails to make payment of the Placement Relocation Costs, GoSolr shall be under no obligation or duty to attend to the replacement of the Solar System to the Alternative Placement.

12.1.4. Subject to compliance with clause 12.1.1, 12.1.2, and 12.1.3, GoSolr shall appoint the Service Provider to remove the Solar System from the Placement Area and install it at the Alternative Placement within a reasonable period of time, but no later than 3 months after GoSolr's receipt of the Placement Relocation Costs or GoSolr's written consent under clause 12.1.1, whichever date is later.

12.2. **Interconnection Deactivated**

If an interconnection with the national electrical grid to which the Solar System is connected becomes deactivated for reasons that are not (i) a Force Majeure Event; or (ii) caused by or related to any unexcused action or inaction of GoSolr, and the Grid Interruption or deactivation persists for 180 (one hundred and eighty) consecutive days or longer, GoSolr may terminate this Agreement as a result of a Customer Event of Default in accordance with clause 23.3.

13. **OWNERSHIP**

13.1. **The Parties agree that GoSolr is, and shall remain at all times, the lawful owner of the Solar System, the Solar Software and any other materials provided by GoSolr and/or the Service Provider for the performance of the Works. Ownership of the Solar System shall only be transferred to the Customer in terms of clause 22, and upon full payment of the Purchase Price having been received by GoSolr.**

13.2. All assets, equipment, and materials provided by GoSolr for the Solar System (including the Solar Software) that are installed or affixed to the Premises shall remain the property of GoSolr. Such assets shall not accede or become a permanent fixture

of the Premises, regardless of their attachment, installation, or intergration into the Premises. These assets shall be deemed movable and shall not be considered part of the Customer's immovable property.

- 13.3. The Customer acknowledges and agrees that it does not have any ownership rights to the Solar System or any part thereof, including the solar panels, batteries, inverters, wiring, and associated equipment, even though the Solar System is installed on the Customer's Premises.
- 13.4. The Customer shall exercise reasonable care and diligence to protect the Solar System from theft, vandalism, damage, or any other act or omission that may impair its value or functionality. The Customer shall promptly notify GoSolr in the event of any damage, loss, or interference with the Solar System.
- 13.5. Any improvements or upgrades to the Solar System, including but not limited to replacement of parts or addition of new components, shall remain the property of GoSolr and shall not alter the ownership rights as stipulated in this clause
- 13.6. Assets belonging to GoSolr, as described in clause 13.2, may not be subject to attachment, seizure or execution under any process of law. They shall also be protected from a claim in insolvency or liquidation proceedings instituted against the registered owner, landlord, or the occupier of the Premises. Such assets shall not be subjected to any landlord's hypothec or lien for rent.
- 13.7. The Customer may not sell, transfer, lease, or otherwise dispose of, or encumber any asset belonging to GoSolr without GoSolr's prior written consent. Any such disposal or dealing with the assets may only occur in accordance with a written agreement between the Customer and GoSolr.
- 13.8. The Customer shall not, without the prior written consent of GoSolr, create or permit to be created any security interest, lien, or other encumbrance over the Solar System, or any part thereof (including the Solar Software). Any attempt to encumber or transfer any interest in the Solar System without GoSolr's consent shall be null and void.

14. DISPOSAL OF THE PREMISES

- 14.1. Should the Customer wish to Dispose of the Premises or any portion thereof, the Customer shall give at least 20 (twenty) business days' written notice of the proposed Disposal, detailing the terms and conditions of the transaction.
- 14.2. The Customer undertakes to include in any agreement or document related to the Disposal of the Premises to a third party (the "**Successor**"), one of the following provisions:
 - 14.2.1. a clause making the transaction conditional upon the assignment of this Agreement to the Successor, with the Successor agreeing to be bound by the provisions of this Agreement; or
 - 14.2.2. a clause notifying the Successor that the Solar System will be removed from the Premises, prior to the completion of the Disposal.
- 14.3. The Customer shall submit any such agreement or document to GoSolr for review and approval prior to its execution by either the Customer or the Successor.
- 14.4. In the event that the Customer does not comply with the provisions of this clause 14 and the Solar System is not being relocated nor assigned to the Successor, GoSolr shall be entitled to terminate this Agreement as a result of a Customer Event of Default, in accordance with the provisions of clause 23.3.

15. POINT OF DELIVERY AND MEASUREMENT OF SOLAR ENERGY AND CONSUMPTION

15.1. Solar Energy

Subject to the terms and conditions of this Agreement, GoSolr agrees to provide Solar Energy generated by the Solar System for the Customer's consumption. Title to the Solar Energy shall pass from GoSolr to the Customer at the Connection Point, at which point the risk of loss or damage to the Solar Energy shall also transfer to the Customer.

15.2. Lost Energy Production Revenue

- 15.2.1. The Customer remains liable under this Agreement in the event that the Solar System, or any part thereof, is prevented from generating electrical energy, whether wholly or in part, due to any of the following events ("**Lost Energy Production Event**"):
 - 15.2.1.1. a Relocation Event;
 - 15.2.1.2. installation, removal or re-installation of the Solar System; required due to an act of the customer
 - 15.2.1.3. destruction or damage to the Solar System or its ability to safely produce electrical energy, not caused by the Service Provider during servicing;
 - 15.2.1.4. closure or non-operation as a result of an event that is (i) not a Force Majeure Event; or (ii) not caused by or related to any unexcused action or inaction of GoSolr and/or the Electrical Contractor;

- 15.2.1.5. shutdown the Solar System for repairs for which the Customer is responsible;
- 15.2.1.6. failure by the Customer to comply with its obligations in clause 10.2.1;
- 15.2.1.7. any modifications, improvements, revisions or additions to the Solar System by any party other than GoSolr or the Service Provider;
- 15.2.1.8. a Grid Interruption;
- 15.2.1.9. a negligent act or willful act or omission of the Customer, its employees, agents, or subcontractors;
- 15.2.1.10. shading from foliage that is new growth or is not kept trimmed to its condition as of the date the Solar System was installed;
- 15.2.1.11. the occurrence of the events listed in clause 9.2; and/or
- 15.2.1.12. in the event that the Customer has not fulfilled its obligations under clause 10.1.1 and there is a theft of the Solar System.
- 15.2.2. The Customer shall be liable to pay the Fixed Monthly Fee for the period during which the Lost Energy Production Event persists, as though the Solar System was fully operational during that period.
- 15.2.3. GoSolr shall not be liable to the Customer for any losses, costs, or damages resulting from lost energy production or reduced energy output caused by factors beyond GoSolr's reasonable control, including but not limited to:
 - 15.2.3.1. Force majeure events, such as extreme weather conditions, natural disasters, or other unforeseeable circumstances;
 - 15.2.3.2. Shading, structural changes to the Premises, or other obstructions beyond GoSolr's control that reduce energy production;
 - 15.2.3.3. Any regulatory or grid-related disruptions or limitations affecting the ability of the Solar System to generate or export energy
- 15.3. **Metering**
 - 15.3.1. Solar Energy generated by the Solar System will be measured by the Inverter. It is recorded that GoSolr initially intends to use an Inverter for this purpose but reserves the right to appoint the Service Provider to install and use any other device or system that GoSolr and/or the Service Provider deems fit.
 - 15.3.2. The Customer acknowledges and agrees that the accuracy of energy consumption and generation measurements is essential for the proper functioning of the Solar System and the calculation of associated charges or credits. The Customer shall not tamper with, modify, or obstruct the metering system in any way.

16. FEES

16.1. Administration Fee

The Customer shall pay the once off non-refundable Administration Fee on the Signature Date.

16.2. Additional Installation Fee

The Customer is liable to pay the Additional Installation Fee to GoSolr for the installation of any Additional Installation Materials, (if applicable).

16.3. Fixed Monthly Fee

- 16.3.1. **The Customer is liable to pay the Fixed Monthly Fee to GoSolr in advance for the duration of the Term, irrespective of whether Solar Energy is Consumed by the Customer and irrespective of whether the Customer maintains full use and enjoyment of the Premises. For the avoidance of doubt, this includes instances where the Customer has vacated the Premises, whether temporarily or permanently, if the Premises become uninhabitable as a result of damage to the Premises, renovations, eviction, loss of access, or for any other reason whatsoever.**
- 16.3.2. Upon reasonable notice to the Customer, GoSolr is entitled to appoint the Service Provider to replace the mechanism for the calculation of the Fixed Monthly Fee as contemplated in clause 15.3.1 with an energy rate multiplied by the Solar Energy Consumed or deemed to have been Consumed. Should the Customer object to such a replacement within 30 (thirty) days of GoSolr's notice, the original mechanism for the calculation of the Fixed Monthly Fee shall remain in place.

17. INVOICING AND PAYMENTS

17.1. Invoice

GoSolr shall render taxable invoices to the Customer in respect of any amounts payable under this Agreement.

17.2. **Payments**

- 17.2.1. All amounts invoiced, including VAT, must be paid by the Customer within 7 (seven) days of the date of invoice.
- 17.2.2. Payment Method: The customer agrees to provide valid credit card details prior to the operations date to be used for monthly subscription payments. Annual payments may be made via credit/debit card or by bank transfer to the account details provided by GoSolr. All card payments will be processed through our third-party payment platform designated by GoSolr.
- 17.2.3. One-Time Administrative Fee (Admin Fee): A non-refundable, one-time admin fee will be charged to the customer's credit/debit card via the payment platform upon the execution of the Subscription Agreement. This fee is separate from the recurring subscription charges.
- 17.2.4. Billing Frequency: The customer may choose between monthly or annual billing for their subscription plan:
- Monthly Billing: Payments will be automatically charged to the provided credit card on a monthly basis on the same date each month, starting from the subscription start date.
- Annual Billing: Payments will be automatically charged to the provided card or, if applicable, the Customer must initiate a bank transfer to the account details provided by GoSolr, on an annual basis on the same date each year, commencing on the subscription start date.
- 17.2.5. Authorization: By providing credit card information, the customer authorizes GoSolr and its payment platform to charge the applicable fees, including the one-time administrative fee and the recurring subscription fees, based on the selected billing frequency until the subscription is canceled.
- 17.2.6. Failed Payments: In the event of a declined or failed payment, the customer will be notified, and further attempts will be made to process the payment. If the payment cannot be processed within [7]seven days, GoSolr reserves the right to suspend or terminate the subscription as per clause 17.4.
- 17.2.7. Billing Information: The customer is responsible for ensuring that all credit card and billing information is accurate and up-to-date. Any changes to billing information must be updated through the customer account portal.
- 17.2.8. Payment Cancellation Policy: The customer may not cancel their subscription payments without prior written notice to GoSolr. To initiate cancellation, the customer must notify GoSolr at least [20] twenty business days before the next billing cycle in accordance with clause 22 and clause 23. Failure to provide sufficient notice will result in continued charges for the subsequent billing period.

17.3. **Interest Charged on Late Payments**

Should any payment under or arising from this Agreement fail to be made by the Customer on the due date thereof then, without prejudice to any of the other rights or remedies as may accrue to GoSolr upon such failure, such amounts will bear interest at a rate of up to the Prime Rate plus 2%, reckoned from the due date for payment to the date of receipt of actual payment (both dates inclusive) and such interest will be compounded monthly in arrears.

17.4. **Failure to Pay**

- 17.4.1. **In the event that the Customer fails to pay any amount owing to GoSolr under this Agreement on the due date therefor, GoSolr is entitled to immediately suspend performance of all or any of its obligations under this Agreement, including by instructing the Service Provider to disconnect and de-install the Solar System.**
- 17.4.2. Upon receipt of any outstanding payment, GoSolr shall resume its obligations under this Agreement within a reasonable timeframe. In such an instance, the Customer shall be liable for all costs associated with the reconnection and reinstallation of the Solar System, including the costs of the Service Provider, administration costs, and any other costs relating to resuming GoSolr's obligations.
- 17.4.3. If the Customer's failure to pay GoSolr constitutes a Customer Event of Default, GoSolr shall be entitled to terminate this Agreement and as soon as possible thereafter, instruct the Service Provider to dismantle and remove the Solar System from the Premises, in accordance with its obligations contemplated in clause 24.3, at the cost of the Customer. Further, the Customer hereby authorises GoSolr to list the Customer as a defaulting payer with any recognised UAE credit bureau.

18. **CREDITS AND REBATES AND NET METERING**

18.1. **Credits and Rebates**

All carbon off-set credits, utility rebates or credit, or any other similar benefits arising from the Solar System (whether existing now or in the future) shall accrue to the benefit of GoSolr. GoSolr reserves the right to use and enjoy all such benefits, whether they exist now or in the future. The Customer hereby agrees that it shall fully co-operate with GoSolr, which may include the completion and lodging of various documents, so that GoSolr may claim these benefits.

18.2. **Net Metering**

The Parties will use all reasonable efforts to provide the benefits of net metering to the local or national electrical grid. This includes, inter alia, the installation of necessary cables and equipment on the Premises, and the execution of any necessary agreements with third parties (including with a Utility). The Parties will strive to implement the export of excess power in a way that allows the Customer to directly receive all the tariff(s) for the electricity sold under net metering. The Customer shall be responsible for any cost associated with processing the needed documentation by the utility, costs associated with replacing the meter, as well as for a change in tariff that may be applicable.

19. FORCE MAJEURE

19.1. Force Majeure

19.1.1. An Event of Force Majeure means any act, event, occurrence or combination thereof which is beyond the control of either Party including, without limitation ("**Force Majeure Event**")–

19.1.1.1. act of terrorism;

19.1.1.2. riot, war, invasion, act of foreign enemies (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

19.1.1.3. ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

19.1.1.4. earthquakes, flood, fire (that emanates from outside the Premises), severe tropical cyclone, tsunami or other physical natural disaster, but excluding weather conditions regardless of severity;

19.1.1.5. the erection of any building by any third party (other than the Customer) that shades the Solar System;

19.1.1.6. an epidemic or pandemic;

19.1.1.7. an Act of State;

19.1.1.8. strikes at national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party; and

19.1.1.9. power or voltage surge caused by someone other than GoSolr.

19.2. Responsibilities of the Parties during an Event of Force Majeure

The Parties must use all reasonable endeavours to: (i) prevent, reduce to a minimum and mitigate the effect of any delay occasioned by any Event of Force Majeure including recourse to alternate sources of services, equipment and materials and construction equipment; and (ii) to ensure resumption of normal performance of this Agreement after the termination of any Event of Force Majeure and must otherwise perform their obligations as herein agreed to the maximum of their ability.

19.3. Consequences of an Event of Force Majeure

19.3.1. Except as provided in clause 19.2, GoSolr shall not be liable for any failure or delay in performing any of its obligations under this Agreement due to a Force Majeure Event.

19.3.2. The Term is extended by any period during which GoSolr is prevented from performing its material obligations under this Agreement as a result of an Event of Force Majeure.

19.4. Payment Not Excused

Notwithstanding that an Event of Force Majeure otherwise exists, the provisions of this clause 19 do not excuse a failure of either Party to make any payment of money in accordance with its obligations under this Agreement. The Customer remains liable for any amounts due and payable until the date of Event of Force Majeure.

19.5. Extended Force Majeure

If the Event of Force Majeure Event for more than a period of 90 (ninety) consecutive days, either Party shall have the right to terminate this Agreement forthwith by giving written notice to the other Party, in which case the Customer shall pay to GoSolr any amounts which are due and payable until the date of Event of Force Majeure, and thereafter, subject to the Parties' rights upon termination as contained clause 22.3, no Party shall have any further rights against the other for any loss of claims unless, subject to the Parties' rights upon termination set forth in clause 22.3, the cause of such action arose prior to the occurrence of the Event of Force Majeure.

20. CHANGE IN LAW

20.1. Responsibilities of the Parties Due to a Change in Law

20.1.1. If either Party claims a Change in Law has occurred, it must advise the other Party in writing of the: (i) date of such Change in

Law; (ii) nature and expected effect of such Change in Law; and (iii) actions to be taken to comply with requirements of this clause 20.

20.1.2. The Parties must use all reasonable endeavours to: (i) prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Change in Law; and (ii) to ensure normal performance of this Agreement despite the Change in Law and must otherwise perform their obligations as herein agreed to the maximum of their ability.

20.1.3. The Customer agrees to an adjustment in the then applicable Fixed Monthly Fee as shall place GoSolr in the same overall economic position it would have been in but for such Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by GoSolr.

20.1.4. In the event of a Change in Law specified in clause 20.1 the affected Party shall not be liable for any inability to perform any of its obligations under this Agreement and will not be in default as a result of such non-performance.

20.2. **Prevention of Performance**

20.2.1. Where there is a Change in Law that prevents either Party from performing any of its obligations in terms of this Agreement, at the request of GoSolr, the Parties shall negotiate in good faith alternative contractual terms which reasonably allow for the consequences of the Change in Law in accordance with the provisions of this clause 20.2.1.

20.2.2. If the Parties are unable to agree upon the any alternative contractual terms by no later than 45 days (or such longer date as the Parties may agree in writing) from the date on which GoSolr delivered the notice to the Customer, the matter shall be referred at the request of either Party for resolution in accordance with clause 31.

21. **OPTION TO PURCHASE**

21.1. The Customer has the option to purchase the Solar System (excluding the Solar Software) from GoSolr ("**Purchase Option**") at any time during the Term, provided that this option may only be exercised following the third anniversary of the Signature Date. The option may be exercised by the Customer providing written notice thereof to GoSolr.

21.2. Within 30 (thirty) days of receipt of Customer's notice, GoSolr will specify the Purchase Price. The Customer must confirm or retract its notice to exercise the Purchase Option within 15 (fifteen) days of receipt of the notice from GoSolr specifying the Purchase Price.

21.3. In the event that the Customer does not notify GoSolr that it confirms that it wishes to proceed with the Purchase Option within the time specified in clause 21.2, the provisions of the Agreement shall continue in full force and effect as if the Customer had not exercised the Purchase Option.

21.4. If the Customer confirms the exercise of the Purchase Option, a sale will automatically come into force and effect, in terms of which the Customer agrees to purchase, and GoSolr agrees to sell, the Solar System on the following terms and conditions:

21.4.1. the sale of the Solar System shall be on an "as is" basis, with GoSolr providing no warranties in connection with the Solar System other than those which may apply by operation of law;

21.4.2. the Customer shall make payment of the Purchase Price in AED, free of any deductions, set-off or other withholding whatsoever, by way of electronic transfer of immediately available and freely transferable funds into such bank account as may be nominated in writing by GoSolr;

21.4.3. GoSolr shall deliver to the Customer the Solar System by such means of constructive delivery or any other appropriate method;

21.4.4. GoSolr shall deliver to the Customer an invoice for the Purchase Price and all records of the Solar System operations and maintenance, including any known defects, and shall transfer any remaining manufacturer warranties on the Solar System or part thereof to the Customer; and

21.4.5. ownership of and all risk in and all benefit shall transfer to the Customer upon payment of the Purchase Price to GoSolr, it being specifically recorded that ownership of the Solar Software remains with GoSolr or the relevant licensor and does not transfer to the Customer.

22. **TERMINATION**

22.1. **Termination by the Customer on Notice**

Subject to clause 23, the Customer is entitled to terminate this Agreement at any time on 20 business days' prior written notice to GoSolr.

22.2. **Termination by Customer due to Relocation Event**

22.2.1. The Customer may at any time request to move the Solar System to a different premises owned or leased by the Customer. Such relocation shall be subject to the written approval of GoSolr in its sole discretion and shall be treated as a new installation.

22.2.2. In exercising its discretion in respect of clause 22.2.1 above, GoSolr may consider, but is not limited to, factors such as whether the alternative premises ("**Alternative Premises**") nominated by the Customer complies with GoSolr's quality criteria. If this criterion is not met, the Customer shall be required to accept the associated site risks and sign suitable waivers.

22.2.3. To the extent that GoSolr provides its written consent to the Relocation Event, this Agreement shall terminate by consent between both Parties and shall be subject to the provisions of clause 24.2 below.

22.3. **Termination by GoSolr on Notice**

22.3.1. GoSolr is entitled to terminate this Agreement at any time on 20 (twenty) business days' prior written notice to the Customer.

22.3.2. In the event of such termination, GoSolr shall, at no cost to the Customer, and as soon as reasonably possible thereafter, but in any event no later than one month after the Termination Date, appoint its Service Provider to dismantle and remove the Solar System from the Premises.

22.4. **Customer Events of Default**

22.4.1. Without prejudice to any of GoSolr's other rights and remedies under this Agreement or in law, GoSolr is entitled, upon written notice to the Customer, to immediately terminate this Agreement upon the occurrence of any one or more the following events (each of the following events is a "**Customer Event of Default**"):

22.4.1.1. the Customer fails to make payment of any amount under this Agreement on the due date therefor and fails to make such payment within 15 (fifteen) days of written demand by GoSolr for such payment;

22.4.1.2. the Customer does not have title, leasehold or other interest in the Premises necessary to grant the access to GoSolr as required under clause 5.1;

22.4.1.3. the occurrence of an Act of Insolvency in relation to the Customer;

22.4.1.4. the Customer breaches the obligations contained in clause 13;

22.4.1.5. a shutdown referred to in clause 10.2 continues for 30 (thirty) consecutive days (provided that the shutdown is not caused by GoSolr);

22.4.1.6. a Grid Interruption pursuant to clause 11.2 that continues for 180 (one hundred and eighty) days or longer; and

22.4.1.7. the Customer is in breach of any of its material obligations under this Agreement (other than any such breach referred to in clauses 22.2.1.1 or 22.2.1.3), and fails to remedy such breach within 15 (fifteen) days after notice from GoSolr to the Customer requesting such breach to be remedied.

In such event, the Customer shall bear all costs associated with the termination, including but not limited to the costs of dismantling and removing the Solar System, and shall indemnify GoSolr against any losses, damages, or expenses incurred as a result of the termination.

22.5. **Termination Upon Prolonged Event of Force Majeure**

If a Party has the right to terminate this Agreement pursuant to clause 19.5, it may give notice to the other Party specifying the date on which the Party giving such notice proposes to terminate this Agreement, which date must not be less than 15 (fifteen) days after the date of such notice. Upon such date, this Agreement shall terminate unless the Parties have agreed to extend such date.

23. **CONSEQUENCES OF TERMINATION**

23.1. **Consequences of Termination by Customer on Notice**

23.1.1. **In the event of a termination of this Agreement by the Customer in accordance with clause 22.1, the Customer is liable, immediately following the giving of the relevant notice to GoSolr, to pay to GoSolr, the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr. Billing of the Fixed Monthly Fee shall be suspended only once GoSolr is in receipt of the De-Installation Fee and all other amounts previously accrued under this Agreement, unless agreed to in writing with GoSolr.**

23.1.2. Nothing in this clause 23.1 shall limit GoSolr's rights to claim, prove and recover damages in excess of the De-Installation Fee by reason of any such breach or action by the Customer.

23.1.3. In the event of such termination, GoSolr shall, at the cost of the Customer and as soon as reasonably possible thereafter but in any event no later than 3 months after the Termination Date, dismantle and remove the Solar System from the Premises.

23.1.4. In the event that the customer has paid annually in advance GoSolr will credit the remaining full months only to the

customers account. GoSolr reserves the right to offset any such credit against the de-installation fee due.

23.2. Consequences of Termination by Relocation Event

- 23.2.1. In the event of a termination of this Agreement by mutual consent in accordance with clause 22.2, the Customer shall immediately conclude a new agreement with GoSolr, on the same or similar terms and conditions as those contained herein, which revised agreement shall govern the installation of the Solar System at the Alternative Premises.
- 23.2.2. The Customer shall further pay the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr. Billing of the Fixed Monthly Fee shall be suspended only once GoSolr is in receipt of the De-Installation Fee and all other amounts previously accrued under this Agreement, unless agreed to with GoSolr in writing.
- 23.2.3. The Customer shall further be liable for all costs ("Relocation Administration Costs") associated with the Relocation Event and the Customer shall be required to make payment of such Relocation Administration Costs upon presentation of an invoice by GoSolr. In the event that the Customer fails to make payment of the Relocation Administration Costs, GoSolr shall be under no obligation or duty to appoint the Electrical Contractor to attend to the relocation of the Solar System to the Alternative Premises.
- 23.2.4. Subject to compliance with clause 23.2.1, 23.2.2 and 23.2.3, GoSolr shall appoint the Electrical Contractor to remove the Solar System from the Premises and install the Solar System at the Alternative Premises, within a reasonable period of time, but no later than 3 months, after GoSolr's receipt of the Relocation Administration Costs or GoSolr's written consent in terms of clause 22.2, whichever date arises last.

23.3. Consequences of Termination for Customer Event of Default

- 23.3.1. In the event of a termination of this Agreement due to a Customer Event of Default (or any purported early cancellation by the Customer under law), the Customer is liable to immediately pay to GoSolr the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr.
- 23.3.2. Nothing in this clause 24.3 shall limit GoSolr's rights to claim, prove and recover damages in excess of the De-Installation Fee by reason of any such breach or action by the Customer.
- 23.3.3. In the event of such termination, GoSolr shall, at the cost of the Customer and as soon as reasonably possible thereafter but in any event no later than 3 months after the Termination Date, appoint the Electrical Contractor to dismantle and remove the Solar System and the roof structures from the Premises.

23.4. Consequences of Termination Upon Prolonged Event of Force Majeure

- 23.4.1. In the event of a termination of this Agreement pursuant to clause 19.5, the Customer shall pay GoSolr all amounts due to GoSolr, which amount shall include the De-Installation Fee, up until the Termination Date.
- 23.4.2. Provided that the Customer has not elected to purchase the Solar System pursuant to clause 21, GoSolr shall as soon as reasonably possible after the Termination Date but in any event no later than 3 months thereafter, appoint the Electrical Contractor to dismantle and remove the Solar System and the roof structures from the Premises. The Customer shall be liable for 50% of the reasonable costs incurred by GoSolr for its Service Provider to dismantle and remove the Solar System from the Premises, including in respect of the removal of the roof structures (and any other support structures as applicable).

23.5. No Release

In the event of a termination of this Agreement, the Parties shall not be released from any claims, rights, payment or other obligation arising under this Agreement which accrued prior to the termination of this Agreement unless specifically otherwise agreed in writing by the Parties.

24. LIMITATION OF LIABILITY

- 24.1. GoSolr's total liability to the Customer under or in connection with this Agreement, whether based on breach of contract, delict (including negligence), or otherwise, shall in no event exceed the aggregate of Fixed Monthly Fees paid by the Customer to GoSolr under this Agreement in the immediately preceding 12-month period.
- 24.2. GoSolr shall not be liable for any indirect, special, consequential, or incidental damages, including but not limited to loss of profit, loss of business or opportunity, loss of revenue, loss of energy supply, loss of use, or loss of data, even if GoSolr has been advised of the possibility of such damages.
- 24.3. GoSolr shall have no liability for any acts, omissions, or breaches of contract or duty by its Service Provider, or any other third-party service providers or suppliers engaged by GoSolr in connection with this Agreement. All risks and liabilities associated with the performance of the Works by third-party service providers shall be borne solely by the Customer and the third-party service providers.
- 24.4. The Customer acknowledges that it bears all risks associated with the installation, operation, and maintenance of the Solar

System, including but not limited to risks arising from the acts or omissions of third-party service providers, damage to property, or personal injury. The Customer shall indemnify and hold GoSolr harmless from any and all claims, damages, losses, and expenses arising out of or in connection with the installation, operation, or maintenance of the Solar System, except where such claims arise directly from GoSolr's gross negligence or willful misconduct.

25. EXCLUSIONS AND CUSTOMER LIABILITY

- 25.1. GoSolr shall not be liable for any loss or damage caused, or for any repair, replacement or correction required to any part of the Solar System, as a result of any of the following:
 - 25.1.1. storm or tempest;
 - 25.1.2. any power or voltage surge caused by atmospheric discharge or any party other than GoSolr;
 - 25.1.3. someone other than its Service Provider installing, removing, re-installing or repairing the Solar System;
 - 25.1.4. destruction or damage to the Solar System or its ability to produce power safely (including where the destruction or damage is caused by the Service Provider while servicing the Solar System);
 - 25.1.5. any liability caused or contributed to by the Customer's continued use of the Solar System after any defect and/or damage to the Solar System has become apparent or suspected or should reasonably have become apparent to the Customer;
 - 25.1.6. any modifications, improvements, revisions or additions to the Solar System by any party other than the Service Provider;
 - 25.1.7. any Grid Interruption not caused by or related to GoSolr;
 - 25.1.8. any system failure or lost production, that is not caused by a Solar System defect or breakdown, nor caused by GoSolr;
 - 25.1.9. non-compliance with electrical regulations, safety standards, or other regulatory requirements, whether at the time of installation or thereafter.

26. INDEMNIFICATION

- 26.1. The Customer shall indemnify, defend, and hold harmless GoSolr, its shareholders, directors, officers, employees and representatives and its affiliates (the "**GoSolr Parties**") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - 26.1.1. any act or omission of the Customer, its employees, agents, contractors, or subcontractors in connection with this Agreement;
 - 26.1.2. Any injury, death, or property damage caused by the installation, operation, or maintenance of the Solar System, except where such injury or damage is directly caused by GoSolr's gross negligence or willful misconduct;
 - 26.1.3. The Customer's failure to comply with any laws, regulations, or codes applicable to the installation, operation, or maintenance of the Solar System
 - 26.1.4. any fact or circumstance beyond the reasonable control of GoSolr;
 - 26.1.5. any breach of this Agreement by the Customer;
 - 26.1.6. any damage to property, personal injury, or death caused by or related to the installation, operation, or maintenance of the Solar System;
 - 26.1.7. any claim made against GoSolr by third-party contractors, suppliers, or service providers arising out of or in connection with the performance of the Works;
 - 26.1.8. the provision of false or inaccurate information. and
 - 26.1.9. any penalties, fines, or damages imposed by any governmental or regulatory authority arising out of or in connection with the Customer's use of the Solar System or failure to comply with applicable laws, regulations, or requirements.
 - 26.1.10. Any third-party claims made against GoSolr due to the Customer's negligence, misuse of the Solar System, or breach of this Agreement

27. CONFIDENTIAL INFORMATION

- 27.1. Subject to clause 27.2, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any securities exchange on which the shares of either of the Parties may be listed, or become listed where applicable) or permitted in terms of this Agreement, the nature, content or existence of this Agreement and/or any communications, whether written, pictorial or oral, and all other material relating to the matters contained in this Agreement or their participants, commercial and technical information, trade secrets, agreements (whether in writing or not, or in electronic format), or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, business or financial data, know-how, formulae, processes, designs, sketches, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas, analyses, concepts, compilations, studies

and other material prepared by or in possession of or under the control of any Party, as well as that which contain or otherwise reflect or are generated from any such information as is specified in this definition.

- 27.2. This clause shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

28. PROCESSING OF PERSONAL INFORMATION

- 28.1. In performing its obligations under this Agreement, GoSolr may be required to Process Personal Information (as those terms are defined in the Data Protection Laws) of the Customer and which will include sharing certain of the Customer's Personal Information with selected third parties, such as GoSolr's duly appointed Service Providers, affiliates and registered credit bureau.
- 28.2. GoSolr will Process this Personal Information in accordance with applicable data privacy legislation and GoSolr's Privacy Policy.

29. INSURANCE

- 29.1. **The Customer shall, at its cost, take out and maintain in force at all times during the term of this Agreement, adequate insurance with reputable insurance companies to cover all risks associated with the Solar System, including but not limited to risks of loss, damage, theft, and public liability. The insurance shall also cover any risks associated with the installation, operation, and maintenance of the Solar System by the Service Provider or any other affiliates.**
- 29.2. GoSolr shall have no obligation to procure or maintain any insurance coverage for the Solar System or the Premises. The Customer shall be solely responsible for ensuring that the Premises and the Solar System are adequately insured against all risks.
- 29.3. In the event of any damage to the Solar System or the Premises, the Customer shall be solely responsible for arranging and paying for any repairs, replacements, or restorations required, regardless of the cause of the damage. GoSolr shall have no liability for any costs or expenses associated with such repairs, replacements, or restorations.
- 29.4. If the Customer fails to maintain the required insurance coverage, GoSolr shall not be liable for any loss, damage, or liability arising from such failure, and the Customer shall indemnify and hold GoSolr harmless from any claims, damages, or losses arising out of or in connection with such failure.

30. WARRANTIES

30.1. General Warranties

- 30.1.1. Each of the Parties hereby warrants to and in favour of the other that:
- 30.1.1.1. it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 30.1.1.2. this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 30.1.1.3. the execution of this Agreement and the performance of its obligations hereunder does not and shall not: (i) contravene any law or regulation to which that Party is subject; (ii) contravene any provision of that Party's constitutional documents; or (iii) conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;
- 30.1.1.4. to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all its obligations in terms of this Agreement;
- 30.1.1.5. it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 30.1.1.6. the natural person who Signs this Agreement on its behalf is validly and duly authorised to do so and no other party is acting as a fiduciary for it; and
- 30.1.1.7. it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 30.1.2. Each of the representations and warranties given by the Parties in terms of clause 30.1 shall:
- 30.1.2.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 30.1.2.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

30.1.2.3. *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

30.2. **Customer Warranties**

30.2.1. The Customer hereby warrants to and in favour of GoSolr that:–

30.2.1.1. the Premises is not subject to any Encumbrance of whatsoever nature that will prevent performance of the Works;

30.2.1.2. the Premises is not subject to any servitude or restrictive condition, save as has already been disclosed to GoSolr in writing;

30.2.1.3. the Customer is lawfully in possession of the Premises and has the right to use the Premises in the manner in which it currently does, and no person has hired or has any other present or future right to occupy the Premises;

30.2.1.4. the Customer has the full right, power and authority to grant the Access Rights contained in clause 6 and such grant of the Access Rights does not violate any law, ordinance, rule or other governmental restriction applicable to the Customer or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which the Customer is bound or that affects the Premises. If the Customer is not the registered owner of the Premises, then the Customer has obtained all required Consents from the registered owner of the Premises to grant the Access Rights and enter into and perform its obligations under this Agreement;

30.2.1.5. the Customer is not aware of any fact or circumstance which would prevent GoSolr from appointing Service Providers to carry out the Works in terms of this Agreement;

30.2.1.6. the Customer has provided to GoSolr complete and correct records of its electricity usage at the Premises;

30.2.1.7. the Customer has provided to GoSolr, the Customer's complete and correct records of the physical condition of the Premises. If it is discovered that the actual Premises conditions upon which all or part of the Solar System is to be installed, are materially different from the information presented by the Customer then if practicable the rates payable by the Customer hereunder shall be adjusted to compensate GoSolr for the cost of design and construction changes and delays incurred to adapt the Solar System to the unknown conditions;

30.2.1.8. the financial statements the Customer has provided to GoSolr present fairly in all material respects the financial condition and results of operations of the Customer; and

30.2.1.9. all the information provided to GoSolr is true and correct.

30.2.2. The Customer acknowledges and agrees that GoSolr has relied upon the information provided by the Customer, both by way of the documentation, paperwork and verbally and the Customer warrants that it has provided any such information honestly and to the best of its knowledge.

30.2.3. Each of the above warranties shall *prima facie* be deemed to be material and to be a material representation inducing GoSolr to enter into this Agreement.

31. **DISPUTE RESOLUTION**

31.1. **Notice of Disputes**

When any dispute arises between the Parties, either Party may give written notice to the other Party that a dispute exists ("**dispute Notice**"). The dispute Notice must include full details of the nature of the dispute.

31.2. **Negotiations**

31.2.1. Upon a Party receiving a dispute Notice, the Parties agree to attempt to resolve such dispute promptly, equitably and in a good faith manner. To this end, each of GoSolr and the Customer must designate in writing to the other Party from time to time a representative who is authorised to resolve any dispute in connection with this Agreement and, unless otherwise expressly provided herein, to exercise the authority of such Party to reach such an agreement.

31.2.2. If any dispute is not resolved between the Parties pursuant to this clause 31.2 within 5 business days from the dispute Notice, then GoSolr may, after giving written notification to the Customer ("**Arbitration Notice**"), refer the dispute to be settled exclusively and finally by arbitration in accordance with clause 32.4 unless the dispute is first submitted as a technical dispute, as described in clause 31.3.

31.3. **Technical or Financial Disputes**

31.3.1. If (i) the Parties cannot resolve a dispute pursuant to the procedures set out in clause 31.2 and (ii) the dispute is technical in nature, then a Party may require, by sending a written notice within 5 business days after the expiration of the 5 business day period stipulated in clause 31.2.2, that such dispute be submitted to the relevant Independent Expert.

31.3.2. The decision of the Independent Expert regarding a dispute will be final and binding on the Parties.

31.3.3. Save as otherwise provided for in this Agreement, all fees and costs of the Independent Expert must be borne or reimbursed by the losing Party as determined by the Independent Expert's decision.

31.3.4. The Independent Expert, as the case may be, shall not be an arbitrator, but shall render its decision as an expert. The law relating to arbitration shall not apply to the Independent Expert or to their determination or to the procedure by which they reach their determination.

31.4. **Arbitration**

31.4.1. Subject to clause 31.3, in the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall on written demand by GoSolr be submitted to arbitration in Johannesburg in accordance with the rules of the Dubai International Arbitration Centre "DIAC", which arbitration shall be administered by DIAC.

31.4.2. Should DIAC, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the DIAC rules for commercial arbitration (as last applied by DIAC) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of to nominate the arbitrator, provided that the person so nominated shall be an advocate who is a member of the General Bar Council of not less than 10 years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

31.4.3. The decision of the arbitrator shall be final and binding on the Parties.

31.4.4. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate Court for urgent relief or for judgment in relation to a liquidated claim.

31.4.5. Any arbitration in terms of this clause 31 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

31.4.6. For the avoidance of doubt, should GoSolr elect not to pursue its claim by way of arbitration, it shall be entitled to prosecute any claims which it may have in any Dubai Court of competent jurisdiction including the Dubai International Financial Center (DIFC) Courts. The Customer shall be required to prosecute any claim which it may have in any Court in United Arab Emirates of competent jurisdiction including the DIFC courts, unless otherwise agreed with GoSolr in writing.

31.5. **Survival**

31.5.1. This clause 31 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

31.5.2. The Parties agree that the written demand by a party to the dispute in terms of clause 31.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969.

32. NOTICES AND DOMICILIA

32.1. The Parties select as their respective *domicilia citandi et executandi* the physical addresses, and for the purposes of giving or sending any notice or invoice provided for or required under this Agreement, the said physical addresses as well as the email addresses specified in the Contract Details, provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change of address will be effective 5 business days after receipt of the notice of the change.

32.2. All notices to be given in terms of this Agreement will be given in writing and will:

32.2.1. be delivered in writing;

32.2.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

32.2.3. if sent by email, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

32.3. Notwithstanding the above, any notice given in writing, and received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 32.

33. BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

34. APPLICABLE LAW AND JURISDICTION

34.1. This Agreement will in all respects be governed by and construed under the laws of the UAE.

34.2. Subject to clause 31, the Parties hereby consent and submit to the non-exclusive jurisdiction of the courts of the Dubai International Financial Center (DIFC) in any dispute arising from or in connection with this Agreement.

35. GENERAL

35.1. Whole Agreement

35.1.1. This Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

35.1.2. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

35.2. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

35.3. No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and expressly accepted by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

35.4. Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

35.5. Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

35.6. Assignment and sub-contracting

35.6.1. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Customer without the prior written consent of GoSolr, save as otherwise provided herein.

35.6.2. GoSolr may, without the consent of the Customer, assign, delegate or cede this Agreement and any part, share or interest herein or any rights or obligations hereunder for any other reason including for the purpose of obtaining financing in relation to the Works.

35.6.3. GoSolr may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third-party contractor without the consent of the Customer.

36. SIGNATURE

- 36.1. By clicking "Accept," signing below, or otherwise indicating agreement through any electronic means, the customer agrees to be bound by the terms and conditions of this contract. The customer acknowledges that electronic signatures, whether by clicking to accept or by typing a name in a designated field, are legally binding and equivalent to a handwritten signature.
- 36.2. **If the customer does not agree to be bound by the terms and conditions of this agreement, they should not click "Accept" or provide any other form of electronic or physical signature.**
- 36.3. Both electronic and physical signatures are considered valid forms of consent and acceptance of this agreement.

Customer Signature (If applicable)

Signed by: _____ with Emirates ID/Passport number _____

Signed in person or at **GO SOLR Web App** on this _____ (Date)

END
