

## Participation Agreement

This Facilitation Agreement (this "Agreement") is made and entered into as of the 12 day of July, 2024 (the "Effective Date"), by and between Araya Auditors (GCA) company ("Araya Auditors"), and [REDACTED] ("Client").

### 1. Carbon Credit Participation

**1.1** Upon the installation and activation of your solar systems by approved contractors, you have chosen the option to participate in the renewable energy credits, carbon credit program associated with your solar systems. Because you have chosen to participate, you shall be entitled to a percentage of the carbon credits rewards generated by the solar systems in proportion to your ownership interest in the installed solar equipment. You acknowledge and agree that participation in the carbon credit program is voluntary, and you may opt out before activation and protocol fee has been paid. If you choose to opt out you must provide written notice immediately. Once the protocol fee has been paid to the Carbon Credit network it can not under any circumstances be refunded.

**1.2** Both parties agree to comply with all applicable laws, regulations, and requirements related to the carbon credit generation, ownership, and transfer of carbon credits. This clause shall survive the termination or expiration of the main contract.

### 2. CLIENT WARRANTIES

**2.1** Client will (a) use the Facilitation Services in accordance with (i) this Agreement and (ii) any technical or operational requirements or documentation provided by Araya Auditors, (b) act in accordance with the Protocol Requirements, and (c) comply with all applicable laws and regulations.

**2.2** Client (a) solely and exclusively owns all right, title and interest in and to the gross electricity revenue accruing from the Client Solar Farms and carbon credits generated by the Client Solar Farms, without any liens, security interests or other encumbrances, (b) has not granted any rights therein to any third party, and (c) possesses all rights necessary to comply with the Protocol Requirements, including to transfer all right, title and interest in and to such gross electricity revenue and carbon credits with respect to the Client Solar Farms to the Protocol in accordance with the Protocol Requirements.

### 3. TERM & TERMINATION

**3.1 Term.** This Agreement will commence on the Effective Date and will remain in force and effect for ten (10) years after the Effective Date.

### 4. GENERAL

#### 4.1 Right to online publication

Client (a) grants permission to publish the following information online: all details, documents, and data related to the solar farm, its operations, ownership, land use agreements, financials, and any other pertinent information, as well as photographs, videos, and digital representations, unless explicitly excluded in a subsequent agreement.

#### 4.2 Utilization of monitoring equipment

Client (a) hereby authorizes and consents to the installation and utilization of monitoring equipment on the premises of the solar farm. This equipment may utilize local wifi networks, cell towers, or satellite

communications for the purpose of monitoring and transmitting data related to the solar farm's operations. This authorization includes but is not limited to the use of environmental, performance, and security monitoring systems. Client (a) agrees to provide all necessary support for the installation and maintenance of this equipment.

#### 4.3 Additional Auditor Visits

Client (a) of the solar farm hereby grants permission for additional auditor visits to the premises, subject to a notice period of 24 hours. These visits, aimed at assessing compliance, operational efficiency, or any other relevant aspect of the solar farm's operations, shall be limited to a maximum of two times per calendar year. This authorization is conditional upon each visit being scheduled and confirmed with the Client (a) or the Client (a)'s designated representative at least 24 hours in advance.

#### 4.4 Communication Protocols Post-Audit

Client (a) acknowledges having received and understood the protocol for post-audit communication, including the system for reporting incidents, abnormalities, or any significant changes post-audit. The Client (a) further confirms the receipt of an updated list of contacts for post-audit communication. Client (a) commits to adhere strictly to these protocols and to promptly report any valuable changes or findings that arise following audit activities, in accordance with the established procedures.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**Araya Auditors**

Date 07/15/2024

By: Jared Morgan

Signature: Jared Morgan

Date 07/15/2024

[Name of Client]

Print Name

Signature

Phone Number

#### Address of Solar Farm

Street 1158 Huntington Dr

City San Jose CA ~~95129~~ w

State CA

Zip 95129