

Glow Solutions Participation Agreement

This Facilitation Agreement (this “**Agreement**”) is made and entered into as of the 7th day of April, 2024 (the “**Effective Date**”), by and between Glow Solutions, LLC, a Delaware limited liability company (“**Glow Solutions**”), and _____ (“**Client**”).

WHEREAS, Glow International, *a third party not affiliated with Glow Solutions*, has developed the Glow protocol (the “**Protocol**”), which is a crypto economic system that produces high additionality carbon credits from cost effective solar farms by (a) requiring owners of participating solar farms to contribute a one time protocol fee equal to 100% of the gross electricity revenue accruing from such solar farms to the Protocol’s incentive pool as USDC, thus earning Protocol tokens (known as Glow tokens), which are ERC20 tokens on the Ethereum blockchain (“**Protocol Glow Tokens**”), and (b) providing owners of participating solar farms with Protocol carbon credits, in the form of Glow carbon credit tokens, which are ERC20 tokens on the Ethereum blockchain (“**Protocol Glow Carbon Credit Tokens**”), which can then be redeemed for USDC, thus creating a reward for participating solar farms proportionate to the amount of carbon credits produced by such solar farms (Protocol Glow Tokens and Protocol Glow Carbon Credit Tokens, together, the “**Protocol Rewards**”).

WHEREAS, Glow Solutions has experience in training its clients that own and/or operate solar farms in the onboarding to and use of the Protocol, and in facilitating such clients’ onboarding to and use of the Protocol; and

WHEREAS, Client owns and/or operates one or more solar farms or systems (collectively, “**Client Solar Farms**”) and desires to engage Glow Solutions to train Client in, and facilitate Client’s activities with respect to, its onboarding to and use of the Protocol with respect to such Client Solar Farms (the “**Facilitation Services**”).

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration as hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. FACILITATION SERVICES

1.1 Facilitation Services. Glow Solutions will use commercially reasonable efforts to provide Client with the Facilitation Services described on Exhibit A attached hereto, in accordance with the provisions of this Agreement.

1.2 Client Cooperation.

(a) Client will fully cooperate with Glow Solutions in Glow Solutions’ performance of the Facilitation Services and comply in a timely and diligent manner with the provisions hereof and the governance, operational and other requirements of the Protocol (the “**Protocol Requirements**”). Glow Solutions’ obligation to provide the Facilitation Services hereunder will be subject to Client’s fulfillment of such obligations.

(b) Client will provide Glow Solutions with access to (i) qualified personnel capable of performing Client’s obligations, (ii) Client Solar Farms and other sites and facilities and (iii) Client’s personnel, systems and other support, in each case as reasonably requested by Glow Solutions to perform the Facilitation Services. Client will also make available to Glow Solutions any data, information or materials requested by Glow Solutions to perform the Facilitation Services (collectively, “**Client Materials**”). Client will be responsible for ensuring that all such Client Materials are accurate and complete.

1.3 Glow Solutions Materials. To the extent Client receives access to any Glow Solutions software, documentation, information or other materials (“**Glow Solutions Materials**”), Client may use such Glow Solutions Materials internally solely as necessary to receive the Facilitation Services hereunder. Glow Solutions reserves all rights not expressly granted to Client hereunder, and except as expressly set forth herein no rights are granted by implication, estoppel or otherwise.

1.4 Client Wallet. Client acknowledges that as part of the onboarding process for the Protocol, Glow

Solutions will train Client in setting up a digital wallet to receive Protocol Rewards (whether setting up a new digital wallet or leveraging Client's existing digital wallet that is capable of receiving Protocol Rewards) (the "**Client Wallet**"). Client understands and agrees that it is solely responsible for maintaining the security of the Client Wallet and its control over any Client Wallet-related authentication credentials, private or public cryptocurrency keys, tokens or cryptocurrencies that are stored in or are accessible through the Client Wallet. Any unauthorized access to the Client Wallet by third parties could result in the loss or theft of Protocol Rewards and/or other assets held in the Client Wallet, including any linked financial information such as bank account(s) or credit card(s). Glow Solutions is not responsible for managing and maintaining the security of the Client Wallet. Glow Solutions has no responsibility or liability to Client for any unauthorized access to or use of the Client Wallet, any loss, theft or misuse of any Protocol Rewards and/or other assets with respect to the Client Wallet or if Client is unable to locate its credentials for the Client Wallet.

1.5 Feedback. Clients may from time to time provide Glow Solutions suggestions or comments for enhancements or improvements, new features or functionality or other feedback (collectively, "**Feedback**"). Glow Solutions will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality, and Glow Solutions will have the full, unencumbered right, without any obligation to compensate or reimburse Client, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

1.6 Acknowledgement of Risks. Client acknowledges and agrees to the following material risks associated with digital assets (including Protocol Rewards): (a) transactions in digital assets may be irreversible and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable, (b) some digital assets transactions will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the transaction is initiated, (c) the price of digital assets relative to fiat currency may be volatile and unpredictable, (d) the nature of digital assets may lead to an increased risk of fraud or cyber-attack, and (e) the regulatory environment in relation to digital assets is unclear and Protocol Rewards may be subject to regulation. Glow Solutions has no responsibility or liability to Client for any risks associated with digital assets.

1.7 KYC Compliance. In order for Client to receive the Facilitation Services, upon Glow Solutions' or its designee's request, Client will submit any and all forms, documents and information, and follow any processes and procedures, including, for the avoidance of doubt, any electronic verification system or process, which Glow Solutions determines, in its sole discretion, are reasonably necessary for Glow Solutions to comply with applicable anti-money-laundering ("**AML**") and countering financing of terrorism ("**CFT**") laws, as well as other "Know Your Customer" ("**KYC**") documentation. Client's rights to receive any Protocol Rewards may be forfeited, and Glow Solutions may immediately terminate this Agreement, if Client is charged, accused or reasonably suspected of illegal or unlawful acts, any non-compliance with AML or CFT regulations or other regulatory breaches.

1.8 Limitations. Without limiting anything herein, under no circumstances will Glow Solutions be responsible or liable for anything resulting from, caused by or attributable to: (a) Client's delay in or failure to take any actions upon which Glow Solutions' performance is dependent; (b) Client's failure to use the Facilitation Services in accordance with (i) this Agreement and (ii) any technical or operational requirements or documentation provided by Glow Solutions; (c) Client's failure to act in accordance with the Protocol Requirements; (d) failures, outages, operating changes or other disruptions in the Protocol, any blockchain or any network, software, hardware, service, equipment, system or anything else that is not within Glow Solutions' reasonable control; (e) the Client Solar Farms or Client's properties, assets, systems or facilities, or Client's (or any of its personnel or representatives') acts or omissions; (f) any cause beyond Glow Solutions' reasonable control (including fire, flood, earthquake, elements of nature or acts of God, acts of state, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, quarantines, pandemics, embargoes, changes in law, and other similar governmental action); (g) unauthorized access, breach of firewalls or other hacking by third parties; or (h) any Protocol-related penalty or loss.

2. Carbon Credit Participation

2.1 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 to Glow Solutions immediately. Once the protocol fee has been paid to the Carbon Credit network it can not under any circumstances be refunded.

2.2 Glow Solutions shall provide the necessary information and cooperation to facilitate the homeowner's access to and management of their share of the carbon credits rewards

Transfer of Carbon Credits Rewards

2.3 The renewable energy credits or carbon credits rewards allocated to the homeowner shall be transferred to them on a monthly basis, and Glow Solutions shall use its best efforts to ensure accurate accounting and transparent communication regarding the amount of carbon credits attributable to the homeowner.

Compliance with Applicable Laws

2.4 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.

2.5 IN WITNESS WHEREOF, the parties hereto have executed this Homeowner Participation in Carbon Credit Clause as of the Effective Date.

3. COMPENSATION FOR FACILITATION SERVICES

Client acknowledges and agrees that (a) Glow Solutions will be entitled to that percentage of Protocol Rewards generated in connection with this Agreement as is set forth in Exhibit A and (b) as part of the onboarding process for the Protocol, Glow Solutions will provide the Protocol with its digital wallet address in order to receive such portion of such Protocol Rewards. Client will not do anything to directly or indirectly prevent or circumvent Glow Solution's receipt of such Protocol Rewards. Both parties' receipt of Protocol Rewards will be subject to any applicable blockchain network fees, including gas fees. Each party will be solely responsible for any taxes applicable to its receipt of Protocol Rewards hereunder.

4. CLIENT WARRANTIES

Client represents, covenants and warrants to Glow Solutions as follows:

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

4.2 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.

4.3 Client is sophisticated and knowledgeable in the matters contemplated by this Agreement and, in determining to enter into and perform its obligations under this Agreement, and participate in the Protocol, has relied solely on its own judgment, due diligence and investigation, and not on any other representations, warranties, statements or information, written or oral, made or made available by or on behalf of Glow Solutions or any of its representatives. Without limiting the generality of the foregoing, Client has not relied on any tax, accounting, financial, investment, legal or other advice provided by or on behalf of Glow Solutions or any of its representatives, and Client has made its own determination as to the tax and accounting treatment of any Protocol Rewards that may be received by Client.

4.4 Client will not, directly or indirectly: (a) use any Glow Solutions Materials to create any service, software, product, platform, documentation or data that is similar to or competitive with, in whole or in part, any aspect of the Facilitation Services, or otherwise use the Glow Solutions Materials other than as necessary to receive the Facilitation Services; (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of Glow Solutions software; (c) encumber, sublicense, disclose, transfer, rent, lease or time-share any Glow Solutions Materials or use any Glow Solutions Materials for the benefit of any third party; (d) copy, distribute, manufacture, adapt, create derivative works of or otherwise modify any Glow Solutions Materials; (e) use or allow the use of any Glow Solutions Materials in violation of any laws or regulations, or fail to protect the security and confidentiality of any Glow Solutions Materials; or (f) remove or modify any proprietary markings or restrictive legends placed on the Glow Solutions Materials. Upon any expiration or termination of this Agreement, Client will destroy all Glow Solutions Materials in its possession or control.

4.5 [Client and its personnel and representatives are not the subject or target of any U.S. or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including those imposed, administered or enforced from time to time by the U.S. government through OFAC, or any other governmental entity imposing economic sanctions and trade embargoes (collectively, “**Sanctions**”), and Client and its personnel and representatives will not contract with or otherwise do business with any individual, company, organization or other entity, or with, in or involving any country or territory (including North Korea, Cuba, Iran, Sudan, Syria, and Crimea), that is the subject or target of any Sanctions.]

5. TERM & TERMINATION

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

5.2 Termination. This Agreement may be terminated by a party: (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or (b) immediately upon written notice if the other party (i) is in violation of any applicable law or regulation; or (ii) is or becomes subject to any bankruptcy, insolvency, or similar proceeding or makes an assignment for the benefit of creditors. The termination rights set forth herein will be subject to, and may be limited by, any requirements or limitations set by the Protocol.

5.3 Effects of Termination. Upon termination of this Agreement, all rights and obligations of the parties will terminate and be of no further force or effect except that the rights and obligations set forth in this Section 4.3 and Sections 1.3, 1.4, 1.5, 1.6, 1.8, 2, 3, 5 and 6 hereof will survive such termination or expiration (including that Glow Solutions’ rights to receive its portion of Protocol Rewards hereunder will continue in perpetuity).

6. DISCLAIMERS; INDEMNIFICATION

6.1 Disclaimers. THE FACILITATION SERVICES AND GLOW SOLUTIONS MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. GLOW SOLUTIONS DOES NOT WARRANT THAT THE FACILITATION SERVICES OR USE OF THE PROTOCOL WILL MEET CLIENT’S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION OR PROVISION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE GLOW SOLUTIONS MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. CLIENT’S USE OF THE FACILITATION SERVICES, GLOW SOLUTIONS MATERIALS, PROTOCOL AND PROTOCOL TOKENS IS AT CLIENT’S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GLOW SOLUTIONS AND ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES (COLLECTIVELY, “**GLOW SOLUTIONS ENTITIES/REPRESENTATIVES**”) HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE FACILITATION SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6.2 Liability Limitations. IN NO EVENT WILL ANY GLOW SOLUTIONS ENTITIES/REPRESENTATIVES BE LIABLE TO CLIENT OR ANY THIRD PARTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY), FOR ANY (A) COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, LOST OR MISSED PROTOCOL REWARDS, PENALTIES, MARKET VOLATILITY, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL; (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING THOSE ARISING OUT OF THE USE OR INABILITY TO USE THE FACILITATION SERVICES OR PROTOCOL; OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FAIR MARKET VALUE OF THE PROTOCOL REWARDS RECEIVED BY GLOW SOLUTIONS IN THE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM (AS DETERMINED AT THE TIME OF SUCH EVENT), EVEN IF SUCH GLOW SOLUTIONS ENTITY/REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, AND REGARDLESS OF WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE.

6.3 Indemnification. Client agrees to defend, indemnify, and hold harmless the Glow Solutions Entities/Representatives against any and all damages, losses, liabilities, settlements and expenses (including costs and attorneys’ fees and expenses) arising from a third party claim related to Client’s material breach of Section 3, gross negligence or willful misconduct.

7. GENERAL

7.1 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party’s written consent, not to be unreasonably withheld. However, without consent, either party may assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

7.2 Independent Contractor. In making and performing this Agreement, the parties act and will act at all times as independent contractors, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. At no time will either party make commitments or incur any charges or expenses for, or in the name of the other party.

7.3 Publicity. Client agrees that Glow Solutions may refer to Client’s name and Client Solar Farms in Glow Solutions’ marketing materials and website.

7.4 Notices. Any notices or communication under this Agreement will be in writing and will be hand delivered or sent by registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address set forth on the signature page of this Agreement, or such other address as either party may in the future specify to the other party.

7.5 Governing Law. ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF THIS AGREEMENT, OR THE NEGOTIATION, VALIDITY OR PERFORMANCE OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS.

7.6 Arbitration; Injunctive Relief. The parties will resolve any dispute hereunder through arbitration, held in English, in Salt Lake City, Utah, by a sole arbitrator in accordance with the rules of the American Arbitration Association. The award of the arbitrator will be final and binding upon both parties and may be entered as a judgment in any court of competent jurisdiction. Each party will be responsible for its attorneys' fees and other expenses in connection with the arbitration, provided that the parties will share equally in the fees and expenses of the arbitrator. Notwithstanding the foregoing, in the event of an actual or threatened breach hereunder, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief) in any court or other forum, without first submitting to any arbitration procedures hereunder and without the necessity of posting any bond or security.

7.7 No Advice. Client understands that Glow Solutions does not provide financial, tax, investment, legal or other professional advice. Unless otherwise set forth herein, Glow Solutions is not responsible for any loss or damages resulting from any decisions, actions or inactions of Client that are made in reliance on or in connection with the Facilitation Services, including decisions and costs relating to the purchase, sale, and storage of any digital assets or other instruments or Client's legal, compliance, operational, and/or risk management decisions.


7.8 Miscellaneous. No modification, amendment, supplement to or waiver of this Agreement or any of their provisions will be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure of either party to exercise any right provided for herein will not be deemed to be a waiver of any right hereunder. This Agreement sets forth the entire understanding of the parties as to the subject matter therein. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions will be unimpaired. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will together constitute one and the same Agreement. All section headings are for convenience only. As used in this Agreement, "including" means "including but not limited to".

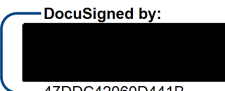


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Glow Solutions, LLC

[Name of Client]

By: 
E55583E18A68436...
Print Name: Jeff Barlow

By: 
47DDC42060D441B...
Print Name: 
Phone Number 

Mailing Address

Glow Solutions, LLC
1265 W. 1275 N. Ste 1

Centerville, UT 84014

Date 04/07/2024

Mailing Address



Internal Use Only

Longitude -111.80894948631588
Latitude 40.68223293694025
System Size 9.085 kw
Protocol Fee Paid by, Owner x
Protocol Fee Paid by Fund

Exhibit A

Description of Facilitation Services

The Facilitation Services consist of the following:

Training on set up of the Client Wallet to receive Protocol Rewards;

- Assistance in registration and onboarding of Client Solar Farms on Protocol, including in Client's payment of applicable Protocol fees corresponding to such Client Solar Farms and transfer of carbon credits;
- Facilitation of communications among Client and the auditors (i.e., Protocol certification agents), veto board and construction teams, as required by Protocol governance for participation in the Protocol;
- Training on conversion of Protocol Glow Tokens and Protocol Glow Carbon Credit Tokens into [USDC and/or] fiat currency;
- [_____]