



BRIGHT FUTURES PROGRAM PARTICIPATION AGREEMENT

Effective Date: _____

PARTICIPANT INFORMATION

Name: _____
Full School or Organization Name

Contact Person: _____ Title: _____

Telephone No.: _____ E-Mail: _____

Address: _____
Street Address

_____ City

_____ County

_____ State

_____ ZIP

This PARTICIPATION AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date set forth above, by and between Vivint Solar Developer, LLC (“**Vivint Solar**”) and the undersigned PARTICIPANT (the “**Participant**”; and together with Vivint Solar, the “**Parties**”, and each a “**Party**”). This Agreement is entered into in connection with the Bright Futures Program to be conducted by Vivint Solar to benefit the Participant, as described in this Agreement and the General Terms and Conditions attached as Exhibit A (the “**Program**”). Any capitalized term used but not defined herein shall have the meaning ascribed to it in the General Terms and Conditions.

1. Program Period. The Program will be conducted solely in the state of California, beginning as of the Effective Date and continuing for one year (“**Initial Program Period**”). At the expiration of the Initial Program Period, this Agreement will automatically renew for successive one (1)-year periods (the Initial Program Period combined with each successive one (1)-year period, the “**Program Period**”) unless otherwise terminated as provided herein.

2. Bright Futures Materials. Participant will have the opportunity to review public materials distributed by Vivint Solar that mention the Program. Any mention of Vivint Solar or the Program by Participant must either use materials furnished by Vivint Solar or be approved in advance by Vivint Solar.

3. Donations. Vivint Solar will donate One Hundred Dollars (\$100) to Participant for each Qualifying Consultation and/or Qualifying Installation during the Program Period by a Qualified Customer that has designated Participant as beneficiary on the Bright Futures consultation request webpage.

4. Payments. In each calendar month during the Program Period, Vivint Solar will pay to Participant any amounts due to Participant as a result of the Program. The final donation payment will be made within ninety (90) days after the end of the final year of the Program Period. Each payment will be accompanied by a Program report that shall include (i) the number of Qualifying Consultations and Qualifying Installations by Qualified Customers that have designated Participant as beneficiary during the relevant period; and (ii) a per-transaction calculation of the amount of the donation during the relevant

period. The final donation payment will include a final accounting of Participant's participation for the entire Program.

5. Acknowledgement. Participant and Vivint Solar understand that it is not possible to predict how many, if any, Qualifying Consultations or Qualifying Installations will occur during the Program Period.

6. Compliance with Law. The Program will be subject to all applicable laws and any rules adopted pursuant thereto. Each Party shall be responsible for complying, at its own expense, with all requirements imposed by law or regulation on it as a result of its role in the Program.

7. Termination. Either Party may terminate this Agreement (i) immediately upon written notice to the other Party in the event that the other Party, or anyone acting on its behalf, engages in any conduct, which is criminal or would tend to damage the reputation or business of the terminating Party or (ii) upon thirty (30) days prior written notice to the other Party.

8. Notices. All notices and other communications required or permitted to be given under this Agreement by any Party shall be in writing delivered to the address set forth above, or to such other address as any Party may designate from time to time by written notice to the other Party.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment in violation of this provision shall be void.

10. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersede all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.

11. Amendments and Waivers. This Agreement may only be amended or modified by an instrument in writing signed by all of the Parties.

12. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that such court deems enforceable, then such court shall reduce the time period or scope to the maximum time period or scope permitted by law.

13. Choice of Law. This Agreement shall be governed by, and construed under, the internal laws of the State of Utah, without reference to conflicts of laws rules thereof.

14. Jury Waiver. To the fullest extent permitted by applicable law, each Party hereby waives its rights to a trial by jury with respect to any claim or cause of action based upon or arising out of or related to this Agreement, in any action, proceeding or other litigation of any type brought by any Party against the other Party, whether with respect to contract claims, tort claims, or otherwise. Each Party hereby agrees that any such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, the Parties further agree that their respective right to a trial by jury is waived by operation of this section as to any action, counterclaim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement, or any provision hereof. This waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this Agreement.

15. Counterparts. This Agreement may be executed by the Parties by facsimile, email, or digital signature, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A facsimile, digital signature, or portable document format ("pdf") signature page shall constitute an original for purposes hereof.

If the above terms are acceptable, please have two authorized persons of Participant sign this Agreement where indicated below, and return a completed original to Vivint Solar.

VIVINT SOLAR DEVELOPER, LLC

PARTICIPANT:

By: _____
Name: _____
Title: _____

By: _____
Authorized Person: _____
Title: _____

By: _____
Authorized Person: _____
Title: _____

Federal Employer ID No.: 80-0756438. **State and Local License Nos.:** AZ: ROC-288627; CA: C46/C10-973756; CO: EC-0100200; CT: HIC-0634382, ELC0189635-1; DC: HIC-420213000052, ECC-903277; HI: C13-CT-33444; LA: EC-59753; MA: HIC-170848; MD: HIC-130385; NJ: HIC-13VH06589300, EC34EB01779500; NY: SFK Co. 51228-H, 51228-H, 49592-ME, WCH Co. 26664-H14, RKLD Co. H-11972-40-00-00; OR: CCB-196558, BCD-CLR28; PA: HIC-089970; UT: S200/S202-8694003-5501



Exhibit A to Participation Agreement

BRIGHT FUTURES PROGRAM GENERAL TERMS AND CONDITIONS

Description of the Program

The purpose of the Bright Futures Program by Vivint Solar Developer, LLC ("**Vivint Solar**") is to provide fundraising and educational opportunities to underfunded schools and other non-profit organizations by educating students, their parents, and other supporters about environmental conservatism and solar energy. Through a school's or non-profit's participation in the Bright Futures Program the school or non-profit becomes eligible to receive support from Vivint Solar in two ways; (i) a One Hundred Dollar (\$100) donation from Vivint Solar when a Qualified Customer completes a Qualifying Consultation with a Vivint Solar Energy Consultant (no purchase, payment or commitment of any kind required), and (ii) an additional One Hundred Dollar (\$100) donation when a Qualified Customer installs a Vivint Solar power system.

Which Schools or Non-Profits Can Participate?

Any school or Non-Profit, public or private, is eligible to request participation in the Bright Futures Program. They can either work directly with Vivint Solar, or can work through affiliated organizations, such as a parent-teacher association or educational foundation. The only restrictions are the school or non-profit must be located within Vivint Solar's geographic service territory and must be accepted into the Program (once accepted, a "**Registered Organization**").

How Does a School or Non-Profit Sign-Up?

Any school or non-profit interested in participating can submit an application online at www.vivintsolar.com/bright-futures, or by calling 844-326-3082 to inquire if the School or non-profit is qualified as described above, including to find out if it is in an eligible geographic service territory. Once a school or non-profit has been selected for the Program, Vivint Solar will provide a Bright Futures Program Participation Application and Agreement to be executed by the school or non-profit or the school's affiliated support organization. Each school or non-profit that chooses to participate (itself or through an affiliated support

organization) will be listed in the Bright Futures database, allowing supporters who are Qualifying Customers to designate it as beneficiary when they sign up for Qualifying Consultations and/or Installations (defined below), triggering donations from Vivint Solar to the school or non-profit.

Participation Options

Vivint Solar provides several different ways schools or non-profits can implement the Bright Futures Program. ***Schools and non-profits are free to choose how active they wish to be. No specific activities are required. However, the benefit the school or non-profit can expect to receive may vary based on how actively it chooses to participate, which also can have tax implications for the school or non-profit (see "Taxes" section below).*** Options include:

- **Website** – Schools or non-profits can host a link to the Bright Futures website on their websites that gives information about the Bright Futures Program, and allows families to sign up for a consultation or refer friends who are interested in holding a consultation.
- **E-mail** – Schools or non-profits can e-mail families about upcoming events or with a link to the Bright Futures website for families to sign up for a consultation.
- **Social Media** – Schools or non-profits can share the Bright Futures program with their supporters via Facebook, Twitter, Instagram and other social networking sites directly from the Bright Futures website.
- **Take-Home Flyers** – At Vivint Solar's cost, we will provide the school or non-profit with custom flyers that can be sent home with students.
- **Direct Mail Campaign** – At Vivint Solar's cost, once per year, we will pay for a direct mailing promoting the program to all homeowners located within the school's or non-profit's geographical boundaries. Quantity restrictions may apply.

- *Family Nights* – Schools or non-profits can host a Bright Futures Family Night once in any twelve (12) month period year at their school or other location. These events will take place on the school’s campus or a mutually agreed-upon venue provided by the school, non-profit or fundraising organization. At our cost, Vivint Solar will provide entertainment, a free raffle with prizes, and refreshments for the families that attend. During the Family Night, a Vivint Solar representative will give a ten (10)-minute presentation about the Bright Futures Program.

Customer Qualification

To schedule an in-home consultation, families or supporters must meet certain qualifications. Customers can fill out the consultation request form online at: www.vivintsolar.com/bright-futures.

Qualifying Customer

A customer is considered a “*Qualified Customer*” when **all** of the following conditions are met:

1. Is a homeowner;
2. Does not currently have a photovoltaic solar system installed on their home;
3. Lives in an area serviced by Vivint Solar;
4. Has internet in their home;
5. Has a credit score of 680 or higher;
6. Does not currently participate in a government subsidized utility program;
7. Has qualifying roof type;
8. Has a minimum utility bill of Seventy-Five Dollars (\$75) per month or higher; and
9. Has designated a Registered Organization to support.

Customers that do not meet all of these requirements, as determined solely by Vivint Solar, will not be able to schedule or complete a Qualifying Consultation.

Qualifying Consultation

Once customers have been qualified, their information is given to a Vivint Solar sales representative who will reach out to them to schedule their in-home consultation.

A “*Qualifying Consultation*” occurs when a Qualified Customer, having designated a Registered Organization via the online consultation request form as beneficiary, completes an in-home consultation with a Vivint Solar representative during

the “*Program Period*” as defined in the Registered Organization’s Participation Agreement. Limit of one Qualifying Consultation per person and per household.

Qualifying Installations

A “*Qualifying Installation*” occurs when a Qualified Customer, having designated a Registered Organization via the online consultation request form, gets solar installed on their home by Vivint Solar during the Program Period for such designated Registered Organization.

Donations

A donation of One Hundred Dollars (\$100) will be made to a Registered Organization, or its affiliated support group, for each completed Qualifying Consultation and for each completed Qualifying Installation for which that Registered Organization was designated by a Qualified Customer for whom such Qualifying Consultation and Qualifying Installation was performed. Donations become payable at the end of each month for all Qualifying Consultations and Qualifying Installations completed that same month, and payment will be made within thirty (30) days of the end of the month. Monthly reports will be provided to the school, non-profit or affiliated support organization by Vivint Solar showing number of Qualified Consultations and Qualifying Installations.

Taxes

For any private school, non-profit or support organization that is a 501(c)(3) charitable organization – **not** a public school or other government entity – Vivint Solar recommends that you consult with your tax advisor about potential tax implications of participating actively in the Program. While Vivint Solar believes the Program makes good sense for all schools and nonprofits, each private non-profit school or non-profit organization must make its own decision about how it wishes to participate, if at all, in light of its own tax situation.