



CERTIFIED INSTALLER AGREEMENT (France)

Cover Sheet

This CERTIFIED INSTALLER AGREEMENT (this “Agreement”) is entered into by and between the parties listed below (each, a “Party” and together the “Parties”) as of the date signed by Tesla below (the “Effective Date”).

<u>Parties:</u>			
Tesla:	Tesla France S.a rl. 103 route de Mantes, 72240 Chambourcy, France	Company:	Éco Charge 135 PA de la Baumondière LOIRE-ATLANTIQUE
VAT Number:	FR60524335262	VAT Number:	FR76 914 486 501
Notice Email Address:	For Company purchase orders, fee quotes and responses to Tesla Work Orders (if applicable): powerwall-installations@tesla.com For invoices (if applicable): EUAccountspayable@tesla.com For all other notices: teslaenergycontracts@tesla.com with a copy to legal@tesla.com	Notice Email Address:	For Tesla Work Orders, fee quote requests and Tesla PO Confirmations (if applicable): ecocharge44@gmail.com For invoices (if applicable): ecocharge44@gmail.com For all other notices: ecocharge44@gmail.com
<u>Certified Installer Application Date:</u>		Date: : Sep 4, 2025	

Tesla appoints Company, on a non-exclusive basis, as a “Certified Installer” of the below Products for the Term of this Agreement. Company accepts this appointment. The scope of Company’s appointment is set out in the table below, and the terms and conditions of Company’s appointment are set out in the Exhibits referenced in the table.

<u>Product:</u>	<u>Services</u> (Exhibit 1, Exhibit 3, Exhibit 4):	<u>Purchase & Resale</u> (Exhibit 2, Exhibit 3, Exhibit 4):	<u>Territory:</u>
Powerwall Products	✓	✓	France
Home-Charging Equipment	✓	✓	France

The specifications of the above Products may change over time and are available in the Tesla Partner Portal.

The below exhibits are incorporated by reference into this Agreement. Exhibits that are not applicable based on the scope of the Company’s appointment may be omitted from this Agreement without affecting its validity. In the event of a conflict between this Cover Sheet, any of the below exhibits, any Accepted Work Order (as defined in Exhibit 1), or any Tesla PO Confirmation (as defined in Exhibit 2), the order of precedence shall be (i) any Accepted Work Order

or Tesla PO Confirmation; (ii) this Cover Sheet; (iii) Exhibit 1; (iv) Exhibit 2; (v) Exhibit 3; and (vi) the contents of any document referred to in Exhibit 4.

Exhibit Number	Exhibit Name	Check if included
Exhibit 1:	Services	✓
Exhibit 2:	Purchase & Resale	✓
Exhibit 3:	General Terms & Conditions	✓
Exhibit 4:	Tesla Policies & Guidelines	✓

The Parties agree that the following agreement(s) is/are terminated as of the Effective Date:

Special Terms and Conditions:

Completing this registration will authorize your Company to re-sell Products purchased from Tesla and/or Tesla's Affiliate in turnkey retail transactions in the territory specified above. A turnkey retail transaction is a sale of one or more installed and commissioned Product(s) to an End User. An End User is an individual or company (i) who will own and operate the Product(s) and (ii) who owns or leases the property on which the Product(s) are installed.

Your Company is then also authorized to perform design, installation and commissioning and maintenance services for Products it re-sells.

You and your Company agree to adhere to all terms and conditions specified here, specifically acknowledging that you:

• **Confirm to be in possession of all required certification and/or licenses to legally install residential battery storage products**

• Will comply with Tesla all policies and guidelines, including the installation manual(s) and the marketing guidelines

• Upon Tesla and/or Tesla's Affiliate request, provide End User and Maintenance Services and Warranty Claim support for Services performed by a Certified Installer in accordance with the Certified Installer Agreement and Product re-sold to End Users and Certified Installers, including:

- Performing on behalf of Tesla or its Affiliate return merchandise authorization ("RMA") related interventions, each as approved by Tesla in Tesla's sole discretion and at pre-defined rates as specified in the applicable Pricelist published and available on the Tesla Partner Portal;
- Receiving and accepting delivery upon Tesla or Tesla's Affiliate shipment of Products pursuant to Accepted Purchase Orders as specified in the Purchase Order Confirmation or as otherwise communicated to Company by Tesla in writing;
- Preparing the return of any non-conforming or returned Product units in accordance with Tesla's guidelines, including safely storing individual returned units in Company's warehouse until such return to Tesla or to Tesla's Affiliate;
- Submitting invoices for reimbursement from Tesla or Tesla's Affiliate for amounts paid to Certified Installers in connection with Services for Tesla Work Orders on a monthly basis and only once the service requested has been fully completed and the non-conforming Product has been prepared for return.

- Agree not to share any documents received from Tesla and/or Tesla's Affiliate either directly or via Partner Portal with third parties except where noted otherwise

- Understand that Tesla and/or Tesla's Affiliate can revoke the ability to order Powerwall ('blacklist') in case customer satisfaction (CSAT) and/or quality scores (QA) are below set thresholds and/or other issues with end-customer experience and/or quality arise.

By signing the below, you acknowledge and you agree that your Company is entering into Tesla's Certified Installer Agreement. You and your Company agree to comply with all the contractual terms and conditions set out in this agreement.

Intending to be legally bound, the Parties have executed this Agreement on the dates set out below.

<u>Tesla</u>  By: Printed: Christopher Penders Title: Commercial Sales Manager Energy EMEA	<u>Company</u> By:  Christophe.DURAND (Sep 4, 2025 07:31:42 GMT+2) Printed (First and Last Name): Christophe DURAND Job Title: Director Date: Sep 4, 2025
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Exhibit 1 - Services

This Exhibit applies to each Product for which the box marked "Services" is checked on the Cover Sheet, and to each Territory identified adjacent to that Product on the Cover Sheet.

1. Services. Company is authorized to perform design, installation, commissioning and maintenance services (collectively, "Services") for the Product in the Territory (i) on behalf of Tesla under Accepted Work Orders (as defined below); and (ii) as a subcontractor to entities who are authorized by Tesla to re-sell the Product in the Territory.
2. Service Standards. At least one representative of Company (or its subcontractor, where permitted under Section 7) who is a licensed electrician and has completed Tesla training shall be present during performance of the Services. Tesla training shall include an initial training session and periodic additional training sessions. Company shall perform the Services in accordance with (i) any technical information, manuals, etc. provided by Tesla to Company for the applicable Product; (ii) the Tesla training; (iii) the practices and standards that, at the time of performance of the Services, are generally applied by experienced professionals when performing similar services in comparable circumstances; and (iv) in the case of Services performed on behalf of Tesla, the applicable Accepted Work Order (as defined below).
3. Work Orders.
 - (a) Tesla may request that Company visit the location of proposed Services and prepare a fee quote. Company shall promptly accept or reject the request. If Company accepts the request, Company shall visit the location of proposed Services on the date specified by Tesla in the request, and submit the requested fee quote to Tesla promptly following the visit.
 - (b) Tesla may request that Company perform Services by delivering a written work order to Company at the relevant email address noted on the Cover Sheet, through the Tesla Partner Portal or using another electronic method agreed between the Parties (a "Tesla Work Order"). Each Tesla Work Order shall reference this Agreement, describe the requested Services, specify the location where they should be performed, and specify the fee for the Services. It may also specify additional information or requirements for performance of the Services.
 - (c) Company shall accept, reject or request modification of a Tesla Work Order within 3 Business Days following receipt. A Tesla Work Order shall only become binding on the Parties when Company has delivered a written acceptance to Tesla at the relevant email address noted on the Cover Sheet, through the Tesla Partner Portal or using another electronic method agreed between the Parties (an "Accepted Work Order"). Company's commencement of performance of Services identified in a Tesla Work Order shall not constitute acceptance.
 - (d) Tesla may withdraw a Tesla Work Order in writing at any time prior to its acceptance by Company. Tesla may cancel an Accepted Work Order, without liability, by providing written notice to Company at least 2 Business Days before the date for performance of Services under that Accepted Work Order. If Tesla cancels an Accepted Work Order less than 2 Business Days before the date for performance of the relevant Services, Tesla shall reimburse Company for any reasonable and documented costs that Company incurred prior to the cancellation date.
4. Fees, Invoicing and Payment.
 - (a) The fee for performance of the Services by Company on behalf of Tesla shall be set out in the applicable Accepted Work Order. This price is exclusive of all taxes unless otherwise indicated. Company agrees that it shall not charge any fee for visiting the location of proposed Services in order to prepare a fee quote.
 - (b) Company may invoice Tesla for completed Services at any time, by sending an invoice referencing this Agreement and the applicable Work Order to the relevant email address noted on the Cover

Sheet, by submitting the invoice through the Tesla Partner Portal or using another electronic method agreed between the Parties. Tesla shall pay each invoice within 30 days following receipt.

- (c) If requested by Tesla, Company shall deliver (i) a conditional lien waiver with each invoice; and (ii) a final unconditional lien waiver within 15 days after each invoice is paid. All lien waivers shall be in the statutory form, if applicable. If there is no statutory form, they shall be in a form agreed between the Parties, both acting reasonably.

5. Taxes.

- (a) The only taxes for which Tesla will be responsible for paying Company are transactional taxes in respect of the Services that Company is required by law to collect from Tesla and remit to the applicable tax authorities ("Service-Related Taxes"). Company shall not apply any mark-up to these Service Related Taxes.
- (b) Company's invoices shall (i) include any Service-Related Taxes; (ii) include a breakout between taxable and non-taxable charges; and (iii) show the tax rate, the value against which the tax rate is applied, and the total amount of tax due. All invoices must comply with local invoice requirements. If Company fails to invoice Tesla for applicable Service-Related Taxes or fails to remit those taxes to the applicable tax authorities in a timely manner, Company shall have financial responsibility for those Service-Related Taxes and any associated penalties and interest.
- (c) If Tesla is required by law to deduct or withhold any amount of tax from a payment to Company, Tesla shall subtract the appropriate amount from its payment to Company, promptly remit that amount to the applicable tax authority, and provide Company with a receipt for the remittance. If requested by Company, Tesla shall provide reasonable supporting documentation to assist Company to claim exemption from, or reimbursement of, any withholding taxes.

6. Company Warranty. Company warrants that all Services performed on behalf of Tesla will be performed in a competent and workmanlike manner and in accordance with the requirements of this Agreement. If any failure to meet this warranty becomes apparent within 4 years from the date of performance of any Services, Company shall re-perform the Services as required to correct the failure. If Company is no longer authorized by Tesla to perform the required Services, Company shall reimburse Tesla for the cost of their performance. Company shall also reimburse Tesla for the cost of any Product or other End User property that was damaged as a result of Company's breach of this warranty.

7. Subcontracting. Company shall not subcontract the performance of Services on behalf of Tesla under an Accepted Work Order without the prior written consent of Tesla.

8. Liability Caps.

- (a) EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF SERVICES BY COMPANY ON BEHALF OF TESLA SHALL BE CAPPED AT THE HIGHER OF (1) THE AGGREGATE AMOUNT PAID OR PAYABLE BY TESLA TO COMPANY FOR SERVICES PERFORMED IN THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY AND (2) EUR 50,000.
- (b) COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF SERVICES BY COMPANY AS SUBCONTRACTOR TO RESALE-AUTHORIZED CERTIFIED INSTALLERS SHALL BE CAPPED AT EUR 50,000. TESLA SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF SERVICES BY COMPANY AS SUBCONTRACTOR TO RE-SALE AUTHORIZED CERTIFIED INSTALLERS.
- (c) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION 8 DO NOT APPLY TO THE LIABILITIES DESCRIBED IN SECTION 11(B) OF EXHIBIT 3.

9. Termination of Authorization. Either Party may terminate Company's authorization to provide Services for one or more Products in one or more Territories (without terminating this Agreement as a whole) by written notice to the other Party.
10. Wind-Down following Termination of Authorization. Following termination of Company's authorization to provide Services for a Product in a Territory (including as a result of termination of this Agreement as whole), Company shall continue to perform any Services that were covered by an Accepted Work Order at the time of termination, unless (i) requested by Tesla in writing following termination of this Agreement for a Default by Company; or (ii) requested by Company in writing following termination of this Agreement for a Default by Tesla.
11. Surviving Provisions. Sections 5, 6, 8 and 10 shall survive expiration or early termination of this Agreement or Company's authorization to provide Installation Services or Post-Installation Services.

Exhibit 2 – Purchase & Resale

This Exhibit applies to each Product for which the box marked “Purchase & Resale” is checked on the Cover Sheet, and to each Territory identified adjacent to that Product on the Cover Sheet.

Part A – Purchase of Products from Tesla

1. Purchase Orders. Company may submit purchase orders for Products via e-mail to the relevant Tesla email address noted on the Cover Sheet, through the Tesla Partner Portal or using another electronic method agreed between the Parties. All purchase orders shall be in the form published in the Tesla Partner Portal. By submitting a purchase order, Company makes an offer to purchase the Product(s) covered in the purchase order on the terms and conditions of the purchase order and this Agreement.
2. Acceptance of Purchase Orders. Tesla shall accept or reject or request modification of purchase orders within 10 Business Days of receipt. A purchase order is accepted only upon Tesla’s delivery of a written acceptance (a “Tesla PO Confirmation”) to Company by email to the relevant Company email address noted on the Cover Sheet, through the Tesla Partner Portal or using another electronic means agreed between the Parties.
3. Delivery/Pick Up.
 - (a) Tesla shall make commercially reasonable efforts to deliver the Products to Company by the “Estimated Delivery Date” specified in the Tesla PO Confirmation. Deliveries in advance of that date are permitted. Tesla shall give Company prior notice of the actual delivery of Products.
 - (b) The delivery point for the Products will either be Tesla’s local distribution center in the Territory or the Company’s location, as specified in the applicable Tesla PO Confirmation. If the delivery point is the Company’s location, Tesla shall arrange for delivery to that location at Company’s cost and expense.
 - (c) Each delivery shall constitute a separate sale. Company shall pay for the Products delivered whether the delivery is in whole or partial fulfillment of a Tesla PO Confirmation.
4. Risk of Loss. If the delivery point for Products is Tesla’s local distribution center, then care, custody and control and risk of loss of the Products shall pass to Company when the Products are collected by the Company. If the delivery point for Products is Company’s location, then care, custody and control and risk of loss of the Products shall pass to Company when the Products are placed at Company’s disposal at Company’s location.
5. Title to Products.
 - (a) If Company has paid for all Products covered by a Tesla PO Confirmation in advance of their delivery, title to the Products shall transfer to Company simultaneously with risk of loss.
 - (b) In all other circumstances, Tesla shall retain title to each Product delivered to Company under a Tesla PO Confirmation until Company has paid for all Products covered by that Tesla PO Confirmation in full, whereupon title shall pass to Company. Products under the care, custody and control of Company, but to which Tesla still retains title are “Reserved Products”. Company may re-sell Reserved Products in accordance with this Exhibit 2, but hereby assigns the proceeds of any such re-sale to Tesla. Company shall not grant any security interest in any Reserved Products, and shall promptly notify Tesla in writing of any seizure or attachment of any Reserved Product by a third party. Company shall insure Reserved Products to their full replacement value against fire, damage by water and theft. If requested by Tesla, Company shall take reasonable measures to secure Tesla’s rights in Reserved Products.

6. Inspection & Rejection. Tesla shall grant the Company representative who takes delivery of the Products the right to visually inspect the external packaging of the Products for a reasonable period (not to exceed three hours) at the delivery point. Company may reject any unit of the Products if Company reasonably believes that it is damaged or does not conform to the model or part number specified in the applicable Tesla PO Confirmation. Upon signature of the bill of lading (or equivalent document) for the Products by or on behalf of Company, Company shall be deemed to have accepted the Products. Thereafter, Company has no right to reject or return the Products to Tesla, except under the Manufacturer's Warranty.
7. Delayed Acceptance. If, on any date that Tesla would otherwise deliver Products to Company, (i) Company is in Default under this Agreement, or Company or its Affiliate is in breach of any other agreement with Tesla or its Affiliate; or (ii) Company is not in a position to accept, or refuses acceptance of, the Products for reasons not permitted under this Agreement, then Tesla may delay delivery of the Products and Company shall reimburse Tesla for its actual costs incurred as a result of the delay. These costs shall be payable on a monthly basis within 30 days of Company's receipt of a written invoice from Tesla.
8. Price, Invoicing and Payment. The price, invoice schedule and payment terms for Products delivered by Tesla shall be set out in the relevant Tesla PO Confirmation. Tesla shall send invoices to the relevant email address noted on the Cover Sheet, or submit them to Company through the Tesla Partner Portal or using another electronic method agreed between the Parties. If no price, invoice schedule or payment terms are specified in a Tesla PO Confirmation, the price shall be the price for the relevant Products published on the Tesla website (www.tesla.com/powerwall). Tesla may invoice for the Products at any time after delivering the Tesla PO Confirmation to Company, and Company shall pay the invoice prior to delivery of the Products.
9. Taxes. All prices set out in a Tesla PO Confirmation are exclusive of any sales, use, excise, value-added or similar turnover taxes or charges. Where required or allowed by law, Tesla will invoice Company for the amount of any such tax and remit the amount to the applicable tax authority. If Company is required by law to deduct or withhold any amount of tax from a payment to Tesla, Company shall (i) promptly remit the amount to the applicable tax authority and provide Tesla with a receipt for the remittance and (ii) increase the amount of its payment to Tesla by the amount necessary to ensure Tesla receives the full amount which it would have received if no deduction or withholding had been made.
10. Material Safety Data Sheets. Tesla shall publish the then-current material safety data sheets for Products in the Tesla Partner Portal.
11. Tesla Warranties.
 - (a) Tesla warrants that (i) each Product shall comply with the specifications that were published by Tesla on the date that Company submitted its purchase order for the Product, except with respect to kWh energy retention (which is covered by subsection (b) below); and (ii) provided that payments have been made by Company to Tesla as required under this Agreement, each Product shall be free from all liens and encumbrances.
 - (b) Each Product shall be covered by the Manufacturer's Warranty that was published by Tesla Motors Netherlands B.V. on the date that Company submitted the purchase order for the Product. Company may make claims under the Manufacturer's Warranty for any Products to which Company has title, including prior to installation.
 - (c) TESLA MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS, INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE, COURSE OF DEALING OR USAGE OF TRADE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

Part B – Resale of Products

12. **Resale Authorization.** Company is authorized to re-sell Products purchased from Tesla or an Affiliate of Tesla in Turnkey Retail Transactions in the Territory. A “Turnkey Retail Transaction” is a sale of one or more installed and commissioned Product(s) to an End User. An “End User” is an individual or company (i) who will own and operate the Product(s) and (ii) who owns or leases the property on which the Product(s) are installed.
13. **Referred Customers (Powerwall).**
 - (a) Tesla expects to be contacted by a number of End Users who are interested in purchasing Products as part of an integrated solar PV and energy storage system, and to collect order payments of up to EUR 500 per requested Product from these End Users (“Order Payment”). Tesla may elect to refer certain End Users to Company, on a non-exclusive basis, by notifying Company of the End User’s approximate location and stated requirements through the Tesla Partner Portal.
 - (b) If Company is willing and able to meet a referred End User’s requirements, then Company shall accept the referral through the Tesla Partner Portal within 3 Business Days of receiving the referral. If Company accepts a referral, Tesla shall inform Company of (i) the referred End User’s name, exact location and contact details; and (ii) the amount of the Order Payment paid by the referred End User.
 - (c) If Company sells a Product to a referred End User, then Company shall apply a credit, in an amount equal to the Order Payment paid by the referred End User to Tesla, against the price paid by the referred End User to Company for that Product (the “End User Credit”). Company shall notify Tesla through the Tesla Partner Portal that the End User Credit was applied. If requested by Tesla, Company shall also provide reasonable evidence that the End User Credit was applied.
 - (d) If Company applies the End User Credit in accordance with Section 13(c), Tesla shall apply a credit, in the same amount as the End User Credit, against the next purchase of that Product that Company makes from Tesla (the “Company Credit”). If Company does not purchase another unit of that Product from Tesla in the calendar year following the date that Company issued an invoice to the End User showing the End User Credit, Company’s right to the Company Credit shall expire.

Part C – Services for Resold Products

14. **Services.** Company is authorized to perform design, installation, commissioning and maintenance services (collectively, “Services”) for Products it re-sells in accordance with Section 12.
15. **Installation Timing for Re-sold Products.** Company shall ensure that each re-sold Product is installed at the End User location no more than 6 calendar months after the date that Company took delivery of the Product from Tesla. If any units of Products in Company’s inventory have not been installed by that deadline, Company should contact Tesla.
16. **Registration of Re-sold Products.** When a re-sold Product is installed and commissioned, Company shall register the Product on the Tesla Partner Portal or the Tesla commissioning app. The Tesla Partner Portal and Tesla commissioning app only permit partial registration in circumstances where the End User refuses to provide the privacy consent that is requested in the registration form. Company shall give End User the opportunity to provide this consent, but if End User refuses, Company shall only complete the available registration fields.
17. **End User Performance Issues and Warranty Claims.** If Company is contacted by an End User regarding the performance of a re-sold Product, Company shall perform initial diagnostics to confirm whether the issue was caused by faulty installation. If the issue was not caused by faulty installation or if Company is unable to resolve the issue within a reasonable time, Company shall refer the End User to Tesla by telephone or by logging a service request on the Tesla Partner Portal. If Tesla resolves an issue with a re-sold Product that

was caused by faulty installation or any other breach of this Agreement by Company, Company shall reimburse Tesla for reasonable costs incurred.

18. Service Standards. At least one representative of Company (or its subcontractor) who is a licensed electrician and has completed Tesla training shall be present during performance of the Services. Tesla training shall include an initial training session and periodic additional training sessions. Company shall perform the Services in accordance with (i) any technical information, manuals, etc. provided by Tesla to Company for the applicable Product; (ii) the Tesla training; and (iii) the practices and standards that, at the time of performance of the Services, are generally applied by experienced professionals when performing similar services in comparable circumstances.
19. Subcontracting. Company may subcontract the performance of Services for Products it re-sells in accordance with Section 12 to other Tesla "Certified Installers" or to Tesla "Certified Subcontractors". However, Company shall remain liable for the performance of the Services and any act or omission of its subcontractor in connection with performance of the Services.

Part D – Liability and Termination

20. Liability Cap. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IN CONNECTION WITH THE PURCHASE OF PRODUCTS BY COMPANY FROM TESLA, AND THE RESALE OF THOSE PRODUCTS BY COMPANY, SHALL BE CAPPED AT THE HIGHER OF (1) THE AMOUNT PAID TO TESLA BY COMPANY FOR PRODUCTS IN THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY AND (2) EUR 50,000. THE LIMITATIONS OF LIABILITY IN THIS SECTION 20 DO NOT APPLY TO THE LIABILITIES DESCRIBED IN SECTION 11(B) OF EXHIBIT 3.
21. Termination of Resale Authorization. Either Party may terminate Company's authorization to purchase and re-sell any Product in any Territory (without terminating this Agreement as a whole) by written notice to the other Party, at any time and for any or no reason.
22. Wind-down following Termination.
 - (a) Upon termination of Company's authorization to purchase and re-sell a Product (including as a result of termination of this Agreement as a whole), Company shall immediately stop re-selling that Product except as permitted in Section 22(b).
 - (b) Following termination of Company's authorization to purchase and re-sell a Product, Company may re-sell any Inventory Units of that Product (i) to End Users to whom Company was already under a binding contractual commitment to sell the Product at the time Company's resale authorization was terminated, unless this Agreement was terminated by Tesla because of a Major Default by Company; and (ii) with Tesla's consent, to other Certified Installers. Tesla may not withhold or unreasonably delay its consent to the sale by Company of Inventory Units to another Certified Installer who is authorized by Tesla to resell the applicable Product in the Territory, and shall reasonably assist Company to identify and contact such other Certified Installers.
 - (c) "Inventory Units" of a Product are units that were already in Company's inventory at the time of termination of Company's resale authorization. Inventory Units shall also include units of the Product that Company was already under a binding obligation to purchase from Tesla under a Tesla PO Confirmation at the time of termination of Company's resale authorization, unless Tesla agrees to cancel that Tesla PO Confirmation without liability to Company.
 - (d) If, at the date of termination of Company's authorization to purchase and re-sell a Product, Company is owed any outstanding Company Credits under Section 13(d), Tesla shall pay an amount equal to those Company Credits to Company within 30 days following the termination date. If Company becomes entitled to any Company Credits under Section 13(d) as a result of the sale of Inventory Units to referred End Users following termination of this Agreement, Tesla shall pay an amount equal to those Company Credits within 30 days after Company becomes entitled to them.

Tesla may offset amounts owed to Company under this Section 21(d) against any amounts by Company to Tesla in connection with termination of this Agreement.

23. Surviving Provisions. Sections 11, 13(c), 17, 20, 22 and this Section 23 shall survive expiration or early termination of this Agreement or Company's purchase and resale authorization. Other provisions of this Agreement shall survive in connection with Company's sale of Inventory Units under Section 22.

Exhibit 3 – General Terms & Conditions

This Exhibit always applies, irrespective of the scope of Company's appointment.

1. European Economic Area. If any Territory identified on the Cover Sheet is within the European Economic Area ("EEA"), Company shall be permitted to exercise the same rights that it is permitted to exercise in that Territory in any other EEA country; provided that (a) Company notified Tesla of its intent to do so; and (b) Tesla has confirmed to Company that each applicable Product has all certifications and approvals required for use in that country. Company acknowledges that, as a condition to Tesla issuing any Work Orders to Company for Services in another EEA country, or accepting any Purchase Orders from Company for delivery within another EEA country, Tesla may require Company to enter into an agreement in substantially the same form as this agreement, but with an Affiliate of Tesla that is organized in the other EEA country.
2. Tesla Policies & Guidelines.
 - (a) Company shall comply with the Tesla policies and guidelines referenced in Exhibit 4 (the "Tesla Policies & Guidelines").
 - (b) The Tesla Policies and Guidelines may be amended by Tesla in its sole discretion from time to time. An amendment shall only be effective if (i) it has been published in the Tesla Partner Portal; and (ii) Tesla has notified Company in writing of its publication. If Company is unable or unwilling to comply with an amendment to the Tesla Policies & Guidelines, Company shall notify Tesla in writing within 10 Business Days of being notified of the amendment. If Company fails to do so, compliance with the amendment shall become a binding obligation of Company under this Agreement.
3. Invoice Disputes; Late Payments; No Offset.
 - (a) If either Party disputes an invoice, it shall (i) notify the other Party in writing, with substantiating documentation, prior to the due date of the invoice; and (ii) pay all undisputed invoice amounts by their due date. Invoice disputes shall be resolved in accordance with Section 16.
 - (b) Except for invoice amounts that have been timely disputed under Section 3(a), each Party shall pay interest on all late payments at a rate of 10% per year (or, if lower, the highest legal rate), calculated daily. Each Party shall reimburse the other Party for all costs incurred in collecting any late payments, including legal fees.
 - (c) Neither Party may offset amounts due to it under this Agreement (or otherwise) against amounts owing by it to the other Party under this Agreement.
4. Tax. Except as expressly set out in this Agreement, neither Party is responsible for any taxes imposed on the other Party's income, revenues, gross receipts, employees, real or personal property or other assets. The Parties agree to reasonably cooperate to more accurately determine each Party's tax liability and to minimize that liability to the extent legally permissible.
5. Compliance with Laws. Each Party shall, at its own expense, comply with all laws applicable to its business and the performance of this Agreement (including the U.S. Foreign Corrupt Practices Act 1977 and other applicable laws related to anti-bribery and anti-corruption; laws related to money laundering, anti-terrorism and trade embargoes; and laws relating to the privacy, security and protection of personal data).
6. Intellectual Property. All of Tesla's patents, trademarks, copyrights, mask work rights, trade secrets and other intellectual or proprietary rights ("Intellectual Property Rights") are the exclusive property of Tesla. Tesla grants Company the limited, non-exclusive, non-sublicensable right to use any embedded software (i.e. firmware) solely in connection with Company's performance of this Agreement. This right is non-transferable except to in connection with the re-sale of the Product.

7. Indemnities.

- (a) Each Party shall indemnify the other Party for any losses resulting from (i) any third party claim alleging death, bodily injury or property damage as a result of any negligent act or omission of the indemnifying Party or its Representatives; (ii) any failure by the indemnifying Party or its Representatives to comply with Section 5; and (iii) any failure of the indemnifying Party or its Representatives to comply with its obligation to carry insurance as required under this Agreement.
- (b) Tesla shall indemnify Company and its Representatives for any losses resulting from any claim alleging that the Products infringe the Intellectual Property Rights of a third party; except to the extent the claim results from (i) use of the Products in combination with any other materials or equipment not expressly authorized by Tesla; or (ii) any modifications or changes made to the Products other than by Tesla or its Representative.
- (c) Each Party shall promptly notify the other Party of any claim for which it is seeking indemnification. Failure to give prompt notice will not diminish the indemnifying Party's obligations under this Section 7 unless it materially prejudices the indemnifying Party's ability to defend the claim. The indemnifying Party shall control the defense of the claim, and the indemnified Party may participate in the defense at its own expense with counsel of its choice. The indemnified Party shall make available information and assistance as the indemnifying Party may reasonably request, at the indemnifying Party's expense. The indemnifying Party may not, without the prior written consent of the indemnified Party, (i) consent to any injunctive or other non-monetary relief affecting the indemnified Party or its Representatives, or (ii) consent to any judgment or settlement unless it provides for a full and unconditional release of the Indemnified Party and its Representatives, does not diminish the indemnified Party's rights under this Agreement and does not result in additional fees or charges to the indemnified Party or its Representatives. If the indemnifying Party, within a reasonable time after receipt of a request for indemnification, fails to take reasonable steps to defend a claim, the indemnified Party may undertake the defense without waiving its rights under this Agreement.
- (d) A Party's "Representatives" are its Affiliates, and the officers, directors, employees, agents, successors and assigns of the Party and its Affiliates.

8. Default. A Party shall be in "Default" under this Agreement if it: (i) makes an assignment for the benefit of its creditors, or has bankruptcy or insolvency proceedings instituted by or against it (excluding third party proceedings that are dismissed within 30 days after commencement); (ii) fails to maintain insurance policies as required under this Agreement; (iii) fails to comply with any provision of this Agreement in a manner that involves negligence, willful misconduct, or fraud; or (iv) breaches any other material provision of this Agreement and fails to cure the breach within 15 days after receiving notice of the breach from the other Party. A Default under subsection (i), (ii) or (iii) above is a "Major Default".

9. Term; Termination; Survival.

- (a) The initial term of this Agreement is one calendar year from the Effective Date. The initial term shall be automatically renewed for successive periods of one year, unless terminated early in accordance with this Section 9.
- (b) Either Party may terminate this Agreement (and all of Company's authorizations hereunder) for convenience by giving written notice to the other Party. A termination under this Section 9(b) shall take effect 30 days after the date of the notice.
- (c) If either Party Defaults under this Agreement, the other Party may terminate this Agreement (and all of Company's authorizations hereunder) by giving written notice to the other Party. A termination under this Section 9(c) will take effect on the date of the termination notice.

- (d) This Agreement shall also automatically terminate if all of Company's authorizations set out on the Cover Page have been terminated in accordance with the relevant Exhibit.
- (e) Sections 4, 7 through 9, 11 through 13, 15, 16, 19, 21 and 23 shall survive expiration or early termination of this Agreement.

10. Excused Non-Performance; Change in Law.

- (a) A delay or failure by either Party to perform its obligations (other than payment obligations) under an Accepted Work Order or Tesla PO Confirmation will be excused if: (a) it is caused by an event of circumstances that is beyond the reasonable control of the non-performing Party (despite the commercially reasonable efforts of the non-performing Party); and (b) the non-performing Party gives notice of the event or circumstance (including its anticipated duration) to the other Party promptly after becoming aware that it has occurred or will occur. If the non-performance exceeds 90 consecutive days, the other Party may terminate the affected Accepted Work Order or Tesla PO Confirmation, by notifying the non-performing Party in writing before performance resumes.
- (b) Change in Law. If a Change in Law increases Tesla's costs of performing its obligations pursuant to a Tesla PO Confirmation, Tesla shall be entitled to a reasonable adjustment to the price in the affected Tesla PO Confirmation. Tesla shall notify Company after becoming aware of such event and its potential impact on its performance and shall issue a revised Tesla PO Confirmation inclusive of such costs. A "Change in Law" means the enactment, adoption, promulgation, modification (including a change in interpretation by a governmental authority) issuance of an order or repeal of any applicable law, including of any tariff applicable to the goods Tesla will provide pursuant to this Agreement and a Tesla PO Confirmation, after the date of the applicable Tesla PO Confirmation.

11. Limitation of Liability.

- (a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF CONTRACTS OR FOR ANY FINANCIAL OR ECONOMIC LOSS, OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE WHATSOEVER.
- (b) SECTION 11(A) AND THE OTHER LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN THIS AGREEMENT SHALL NOT APPLY TO LIABILITIES ARISING FROM (1) A BREACH BY EITHER PARTY OF ITS OBLIGATION TO PAY FOR SERVICES AND PRODUCTS DELIVERED UNDER THIS AGREEMENT, (2) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS IN SECTION 12, OR (3) INDEMNITY CLAIMS UNDER SECTION 7.
- (c) THE LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT SHALL NOT LIMIT ANY INSURER'S OBLIGATIONS FOR INSURED RISKS.

12. Confidentiality & Publicity.

- (a) Each Party shall hold in confidence the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to it by the other Party in connection with this Agreement, including technical, scientific, business or financial information ("Confidential Information") during the term of this Agreement and for a period of three (3) years following the expiration or early termination of this Agreement. All non-public, confidential or proprietary information of Tesla, including specifications, designs, plans, drawings, data, pricing, or discounts disclosed by Tesla to Company in connection with this Agreement, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" or "proprietary", is Confidential Information for purposes of this Agreement. Notwithstanding the foregoing, Company and Tesla may disclose the following categories of information or any combination thereof: (i) Confidential Information

which was in the public domain prior to receipt thereof by such Party or which subsequently becomes part of the public domain by publication or otherwise except by a wrongful act of such Party or its Affiliates, subcontractors, employees, directors, officers, agents, advisers or representatives; (ii) Confidential Information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation; (iii) Confidential Information received by such Party from a third party having no obligation of confidentiality with respect thereto; (iv) Confidential Information at any time developed independently by such Party without the use of benefit of any Confidential Information; (v) Confidential Information disclosed pursuant to and in conformity with applicable law or a judicial order or in connection with any legal proceedings; provided that the Party required to disclose such information shall give prior notice to the other Party of such required disclosure and, if so requested by the other Party, shall use all reasonable efforts to oppose or narrow the scope of the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information (the reasonable and necessary documented out-of-pocket costs of which shall be reimbursed by the Party requesting such efforts); and (vi) Confidential Information disclosed to Affiliates, subcontractors, employees, directors, officers, agents, advisers or representatives of each Party that have a need to know such Confidential Information in connection with the performance of this Agreement; provided that (a) such persons are informed of the confidential nature of the Confidential Information and are contractually bound to, or subject to a professional ethical duty that requires them to, treat the Confidential Information confidentially under terms no less protective than the terms of this Section 10(a), and (b) the Party disclosing such information shall be liable to the other for any disclosure by such person in violation of the terms of this Section 10(a).

- (b) Neither Party shall advertise or publicise that the Parties have entered into this Agreement, or use the other Party's name, mark or logo in any document or communication published in electronic or paper form without the prior written consent of the other Party, except that Tesla is permitted to identify Company and the scope of Company's appointment under this Agreement on its website. The provision shall not prohibit a Party from making any public disclosure or filing that it determines in good faith is required by law or the rules of the stock exchange on which its shares, or the shares of its direct or indirect parent company, are listed.

13. Customer Information; Audit.

- (a) Company may obtain certain personal information regarding purchasers of Products in connection with Company's performance of this Agreement. Without limiting Company's obligations under Sections 2 and 5, Company shall only use this information as required to perform this Agreement. Tesla may contact customers who purchase Products or receive Services from Company, to confirm Company's compliance with this Agreement.
- (b) Both Parties shall comply with data protection laws applicable to their respective processing of personal data under the Agreement, including the General Data Protection Regulation 2016/679 (GDPR), and any corresponding or equivalent national laws or regulations. Where Tesla discloses personal data to Company in connection with the Agreement, the following provisions shall apply:
- Personal data shall be disclosed to Company to the extent reasonably necessary for Company to provide the Products and/or Services. Personal data will only be processed and stored as long as necessary to deliver the Products and/or provide the Services.
 - The personal data will only be used by Company. Company may not disclose these data to third parties, unless such disclosure is required by law. If disclosure is required by law, Company must notify Tesla of such disclosure in due course.

- Company shall adopt appropriate technical and organisational measures necessary for the protection of the personal data against accidental or unauthorised destruction, accidental loss, as well as against alteration of, access to or any other unauthorised processing of the personal data.
 - Company shall make available to Tesla all information necessary to demonstrate compliance with the obligations laid down in applicable data privacy laws and reasonably allow for and contribute to audits, including inspections, conducted by Tesla, at Tesla's expense.
 - Company shall reasonably assist Tesla with exercising Tesla's obligations stemming from applicable privacy laws, including in relation to data subject rights, data breach notifications and providing necessary documentation.
 - Company shall, at the request of Tesla or upon termination of this Agreement, delete or return all personal data processed in connection with the performance of this Agreement
14. Company Representations. Company represents and warrants that, as of the Effective Date and on each date Company performs a Service or re-sells a Product hereunder, all representations and warranties made by Company in its Certified Installer Application are true and correct in all material respects.
 15. Notices. Any notices required under this Agreement must be provided as a .pdf attachment to an email to the relevant email address noted on the Cover Sheet (or to another address that a Party has notified in writing to the other Party in accordance with this Section 15). A message published in Company's inbox in the Tesla Partner Portal also qualifies as a written notice, provided that Company has received an email (including an automatically generated email) informing it of the existence of the message. Notices will be effective (i) if sent by email, on the Business Day after the date the email was sent; and (ii) if published in the Company's inbox in the Tesla Partner Portal, on the Business Day after the date the email (including an automatically generated email) informing Company of the existence of the message was sent.
 16. Governing Law; Disputes. This Agreement shall be governed by French law. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute relating to this Agreement shall first be referred to the Parties' senior level management for resolution. If the Parties' senior level management are unable to resolve the dispute within 20 days, then either Party may take the dispute to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce ("Rules"). The arbitration shall be conducted by a single arbitrator in English and in Paris, France. The existence, content and result of the arbitration shall be held in confidence by all participants. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief in connection with a breach by the other Party of its obligations in Section 12.
 17. Entire Agreement; Severability. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements between the Parties regarding its subject matter. If any provision is illegal or unenforceable, it shall be interpreted so as to best accomplish the objective of the original provision, and the remaining provisions shall remain in full force and effect.
 18. Amendment and Modification; Waiver. No amendment, modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver of any provision of this Agreement is effective unless it is in writing and signed by the Party granting the waiver. No failure to exercise, or delay in exercising, any right or remedy may be construed as a waiver of that right or remedy. No single or partial exercise of any right or remedy precludes any other or further exercise of that right or remedy, or the exercise of any other right or remedy.

19. No Assignment. Neither Party may transfer, assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, except Tesla may transfer its rights and obligations under this Agreement to an Affiliate with prior written notice to Company. Any purported transfer, assignment or delegation in violation of this Section 19 is void.
20. Relationship of the Parties. The Parties are independent contractors. This Agreement is not intended to create any partnership, joint enterprise, employment, agency or fiduciary relationship between the Parties. Neither Party has, or shall act in a manner that implies it has, the authority to contract for, or bind, the other Party.
21. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement shall confer any rights or remedies on any other person. A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.
22. Counterparts. This Agreement may be signed by the Parties in separate counterparts. A .pdf of an original signature or electronically signed version transmitted to the other Party is effective as if the original was sent to the other Party.
23. Reasonable Assistance. If requested, Company shall reasonably assist Tesla with any investigation, complaint or dispute regarding the Products or Services, including investigations by regulators.
24. Interpretation. In this Agreement, (i) an “Affiliate” of a Party is an entity that controls, is controlled by or is under common control with that Party, where “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise; (ii) “Business Day” means any day other than weekends and days when banks are not generally open for business in the Territory; (iii) “including” means including without limitation; and (iv) a reference to a “Section” refers to the relevant section of the Exhibit where the reference appears, unless otherwise stated.

Exhibit 4 - Tesla Policies & Guidelines

This Exhibit always applies, irrespective of the scope of Company's appointment.

Tesla Partner Portal	https://partners.tesla.com	Company will be issued a unique password for the Tesla Partner Portal following execution of this Agreement
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<u>Tesla Policies & Guidelines</u>
<u>Powerwall</u>
Powerwall Datasheet
Customer Experience Expectations
Installation Guide
Owner's Manual
Transportation & Storage Guidelines
Emergency Response Guide
Manufacturer's Warranty
Powerwall Marketing and Communications Guidelines
<u>Home Charging</u>
Product Specifications
Customer Experience Expectations and Process Flow
Installation Manual
<u>General</u>
Purchase Order Form
Insurance Requirements
Tesla Privacy Policy