

# Contractor Participation Requirements

## Introduction

Renew Financial has revolutionized the energy efficiency and renewable energy field with our arsenal of financing options that make home and business upgrades easy and affordable. We are dedicated to growing your business through smart financing and technology tools. This Agreement replaces and supersedes any prior Contractor Participation Agreement by and between you and Renew Financial.

This Agreement (1) outlines the requirements you must satisfy in order to be approved and participate in Renew Financial's financing programs (each approved contractor, a "**Participating Contractor**") and (2) establishes the obligations with which you must comply to receive funding from Renew Financial's financing products further described on Exhibit A (each, a "**Program**").

### 1. **Contractor Eligibility Requirements.** To become a Participating Contractor, you must:

- A. Contractor and Business Licenses – Have all required contractor and business licenses, be in good standing with any required government agencies, and authorized to conduct business in the jurisdictions in which you operate;
- B. Insurance Requirements – Meet each applicable licensing board's bonding and workers' compensation insurance requirements and maintain general liability insurance in an amount equal to the greater of \$500,000 or that coverage required under any program offered by Renew Financial under which you are operating, with such coverage provided by a carrier that is reasonably acceptable to us; If requested, provide us with a certificate of insurance evidencing such insurance coverage and renewals thereof;
- C. Time in Business – Provide evidence that you have operated the business for a minimum of three years, installing the equipment, products or materials indicated on their contractor's license or provide evidence of equivalent experience;
- D. Form W-9 – Sign and submit an IRS form W-9 "Request for Taxpayer Identification Number & Certification;"
- E. Better Business Bureau (BBB) Rating – Have a satisfactory BBB rating of "B" or better (if you are not rated on BBB, RF may consider other online reputation sites to determine whether you have an overall reputation for a high level of service and workmanship);
- F. Training – Complete a product-specific training (either in-person or online) within 30 days of preliminary approval of this agreement (Note: any delay in completing product-specific training within 30 days could result in you becoming ineligible to offer the Program);
- G. Branch Locations – Provide a list of cities in which you have branch locations and complete contact information for at least one branch location for each state served, including address, phone number, fax number, email and branch manager name; and
- H. Credit Approval – Have satisfactory company and, if required by RF at its sole discretion, personal credit histories for company principals.

### 2. **Participating Contractor Obligations.** To remain eligible for funding from Renew Financial Programs, you must:

- A. Control and Permits – Be solely responsible for design, engineering, equipment procurement, job-site supervision, provision of qualified and licensed labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and procurement of all permits or other government authorizations required for the applicable home improvement;
- B. Qualification Support – Upon request, submit such information reasonably requested by Renew Financial to confirm continual compliance with Eligibility Requirements, which may include, among other things, 1) your financial statements; 2) three trade references; 3) copies of any license(s) you are required by law to maintain; and 4) copies of Liability and Workmen's Compensation Insurance Policies.
- C. Licenses – Retain all required licenses to conduct its business and to perform its obligations under this Agreement and any consumer agreement;
- D. Employee Qualifications – Have sales and installation employees that are duly qualified, registered and licensed, and have received training for their respective positions commensurate with customary industry practice;
- E. Consumer Verification – Verify the identification of prospective consumer(s) by reviewing a government-issued photo identification document prior to signing agreements;
- F. Delivery of Consumer Offers – Provide any credit offer and any other required disclosures to the applicable consumer promptly upon your receipt;
- G. Eligible Products – Install Eligible Products as required for the applicable Program as specified in the contractor portal;

- H. Approval of Custom Products – Obtain approval of proposed custom products in advance by submitting proposed project information through one of the methods described on the portal;
- I. Consumer Nonpublic Personal Information – Preserve the confidentiality of (and maintain effective information security policies and procedures to protect) any nonpublic personal information relating to consumers (“NPI”) in accordance with applicable laws (including, without limitation, the Gramm–Leach Bliley Act of 1999, title V, its implementing regulations) and prudent industry practices; promptly notify us of any unauthorized access of NPI and take appropriate action to prevent further unauthorized access; provide us with any records and information that we reasonably request in order to verify your compliance with such laws and practices;
- J. Compliance with Law – Comply with all applicable law, regulations, ordinances and court orders, whether federal state or local in its dealings with consumers, installation of projects and all other aspects of its performance under the Program;
- K. Business in English – Carry out all written and oral communication with your consumers that will use a Renew Financial Program in English;
- L. Consumer Representations and Proposals – Ensure that any representation to consumers regarding the performance of, or savings resulting from, any home improvement is (1) not misleading, (2) provided by (or reasonably related to and consistent with) those provided by the equipment manufacturers, and (3) made in accordance with good industry practice; Prevent your employees or representatives, from verbally making representations not reflected in the written materials provided to consumers; Ensure that all warranties provided to consumers are expressly set forth in the applicable home improvement contract that it enters with the consumer; Provide to us any written materials and representations provided to consumers upon our written request at any time within two years of funding;
- M. No Discrimination – Not discriminate against any Consumer on any basis prohibited by applicable law;
- N. Agreement to Program Policies for each Program – Comply with all policies and procedures outlined in each financial product handbook or other policy document we provide to you, each as amended from time to time;
- O. Warranty – Expressly set forth any and all warranties provided to consumers in your home improvement contract; limit warranties to commercially reasonable, market terms;
- P. Service Agreements – Not include extended warranties or service agreements in the amount financed;
- Q. Program Marketing / Use of Renew Financial and Program Logos – Strictly adhere to Branding Guidelines we provide for Participating Contractors who wish to reference Renew Financial or the Programs in their marketing materials;
- R. Fees and Discounts – Pay to Renew Financial any transaction fee or discounts described in the handbook or other materials for the applicable Program, as updated by Renew Financial and approved by you, from time to time;
- S. Relationship to Renew Financial and its Partners – Not represent yourself as an agent, representative, broker or employee of Renew Financial or any other program sponsor, funding agencies, investor, governmental agency, lender, association or company involved in Renew Financial’s Programs; and
- T. No Hidden Finance Charges – Charge a fair retail price for the design, procurement and installation of each home improvement that is no higher than the price that you would charge for an equivalent improvement sold for cash or sold on credit with someone other than Renew Financial.