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Service Agreement

The present service agreement (“Agreement”) is concluded by and between the following parties:

SunMoney Solar Group, SunMoney Solar FZ LLE (License No: 4350/2014, address: P.O. Box: 4422, Creative Tower, Fujairah, UAE) hereinafter referred to as “SunMoney”), and

Legal Person Details:

Registered name:.....,

Tax number:.....

State of Registry:.....

and Registration number:.....,

Seat:

.....(Country)

.....(City),

.....(Street)

.....(Number),

Represented by:

.....(First name)

.....(Last name)

.....(Gender)

.....(Mother’s name)

.....(Address)

.....(Place of Birth)

.....(Date of Birth)

Number of Identity Card with

Photo:.....

Issuing Authority:.....(State)

Nationality:.....

Natural Person (Private Enterprise as well):

First name:.....

Last name:.....

Gender:.....



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Place of Birth:.....
Date of Birth:.....
Tax number:.....
Number of Identity Card with Photo:.....
Issuing Authority:.....(State)
Nationality:.....
Address:.....(Country)
.....(City)
.....(Street)
.....(Number)

Legal Representative:
First name:.....
Last name:.....
Gender:.....
Place of Birth:.....
Date of Birth:.....
Tax number:.....
Number of Identity Card with Photo:.....
Issuing Authority:.....(State)
Nationality:.....
Address:.....(Country)
.....(City)
.....(Street)
.....(Number); hereinafter referred to as “Buyer”)

(hereinafter separately referred to as “Party” and jointly referred to as “Parties”).

Antecedents

Parties declare that prior to the conclusion of the present Service Agreement they had read and understood the SunMoney Community Solar Power Programme and the related Standard Service Policy, Data Privacy Policy and Code of Conduct, and Parties consider themselves to be bound by those.



1. Definitions

Unless otherwise stipulated by the present Agreement, the meaning of the terms starting with capital letters used in the present Agreement shall be the same as the meaning specified in the Standard Service Policy attached hereto as inseparable annex. The Standard Service Policy will be published on the Website.

2. Subject of contract

2.1 SunMoney sells, while Buyer buys the Package as stated in the current and prevailing List of Conditions.

Under the present Agreement, for a duration of 25 years SunMoney sells, while Buyer buys the part that constitutes the exploitation rights attached to the W Solar Panel Part accessible in the Solar Power Plant readily available and utilized in the framework of the SunMoney Community Solar Power Programme. The right ceases after 25 years.

The Solar Packages and Community Packages available upon contracting are included in the current List of Condition on the Website.

2.2. Parties also agree that the exploitation rights attached to the Solar Package or the Solar Panel Part of the Community Package adjusted to the rated output of W, - which is available from the rated output represented by the total output of the Solar Power Plant -, included in the Package, purchased by Buyer for a term of 25 years, is transferred by the Buyer to SunMoney through leasehold, while SunMoney takes these exploitation rights for the purpose of utilizing those in the framework of the SunMoney Community Solar Power Programme.

SunMoney shall be entitled to utilize the exploitation rights - as specified in the present section-, so that SunMoney pays equal amounts of Solar Royalty according to the ratio of the rated outputs (W) of Members who participate in SunMoney Community Solar Power Programme and own a Solar Plant Part in the Base Period of the Month concerned.

Parties agree that SunMoney shall be entitled to decide on the utilization of the Solar Panel Parts. SunMoney entitled to sell as much quantity of exploitation rights, as much exploitation and usage rights of the rated output of total Solar Panel Part was purchased earlier by SunMoney and taken into the SunMoney Community Solar Power Programme.

SunMoney agrees to publish a report on the Website on the results of the utilization of the Solar Power Plants, adjusted to kW rated output, subsequently in each Base Period of the Month Concerned (SunMoney Index).



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2.3. By buying the Solar Package, Buyer as Member of the SunMoney Community Solar Power Programme shall be entitled to use the other services available in this Programme as well, which are included in the effective List of Conditions published on the Website.

2.4. In case of purchase of a Community Package, Buyer shall be entitled to further advantages and Referral Fees according to the prevailing and effective List of Conditions published on the Website. SunMoney provides a personal online website to Buyer, according to the conditions published on the Website.

(Thereinafter the above 2.1-2.4. sections together „Service”).

2.5. Parties agree that the lump-sum Service Fee of the Service specified in Sections 2.1 to 2.4 shall be [●] EUR (“Service Fee”). Parties agree that the Service Fee includes that consideration of the Service specified in Sections 2.1 to 2.4 of the present Agreement. Parties agree that the Service Fee does not include the occurrent financial transaction fee. Parties agree that upon the payment (the following day of the reception of the payment by SunMoney, the latest) of the Service Fee, Parties consider the exploitation rights attached to the Solar Panel Part to be transferred to the possession of Buyer by SunMoney, and to be taken possession of by Buyer, and simultaneously Parties consider the exploitation rights to be transferred to the possession of SunMoney by Buyer for the purpose of utilization in the SunMoney Community Solar Power Programme, which exploitation rights were taken possession of by SunMoney.

2.6. Following the signing of the present Agreement Buyer shall pay the Service Fee to SunMoney, through one of the methods of payment provided by SunMoney at the time of the contract conclusion.

2.7. In respect of any other matters, the provisions of the Standard Service Policy shall apply to the Service.

3. Leasehold/Assignment of Exploitation Rights, Solar Royalty

For the duration of the Service SunMoney shall pay Solar Royalty to Buyer monthly in arrears (“Solar Royalty”).

Parties accept that the Solar Royalty is determined by the rate of the output of the Solar Panel Part constituting the Solar or Community Package in the Base Period of the Month Concerned, which rate adjusts to the total output of the Solar Power Plant available in the



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SunMoney Community Solar Power Programme, while taking into consideration the following:

Determination of the extent of the exploitation right and the basis of the Solar Royalty:

The holders of the exploitation rights – taking into account the rated outputs - are entitled to the consideration of the electricity produced and sold by the solar power plants or solar panels utilized in the SunMoney Community Solar Power Programme – and owned by the SunMoney Solar GmbH. or other partners – or to the sales revenue of any other utilization (e.g. letting out solar panels), reduced by occurrent taxes, operational costs, maintenance fees and invoiced by SunMoney, taking into consideration that SunMoney is entitled to reduce the Solar Royalty by the legitimate cost of SunMoney Community Solar Power Programme.

The SunMoney keeps records of the exploitation rights proportional to the rated outputs.

The Member shall be entitled to Solar Royalty, in the ratio of the rated output bought as part of the Solar or Community Package to the total rated output of the Solar Power Plant.

SunMoney may use up to 10% of the Solar Royalty, allocated to the rates output to pay as Referral Fees – based on the List of Conditions.

SunMoney shall make the amount of the Solar Royalty of the Base Period of the Month Concerned continuously available to Buyer on SunMoney's WebOffice.

SunMoney shall pay the Solar Royalty as a gross amount according to the Standard Service Policy.

SunMoney is not obliged to pay out less amount that is stated in the List of Conditions.

4. Notice of termination and termination of the Agreement

4.1. The present Agreement shall not be terminated by ordinary termination.

4.2. Any of the Parties may terminate the present Agreement with immediate effect, if the other party seriously breaches the present Agreement or the provision(s) of the Standard Service Policy or the Code of Conduct and the Party in breach fails to remedy the serious breach of contract within 15 days despite the notification of the other Party.

4.3. SunMoney may – subject to its own discretion – enforce a penalty of 2,000.- EUR against Buyer instead of the termination specified in Section 4.2, provided that Buyer seriously breaches the present Agreement or the provisions of the Standard Service Policy or the Code of Conduct.



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5. Miscellaneous provisions

5.1. In the matters not or not properly regulated in the present Agreement the provisions of the Standard Service Policy and the laws of the United Arab Emirates shall prevail. In case of any discrepancy between the Standard Service Policy and the present Agreement, the provisions of the present Agreement shall prevail.

5.2. SunMoney has the right to transfer rights, obligations and privileges derived from this Service Agreement to companies already existing or yet to be created within the SunMoney Solar Group provided that at the time of the transfer the owner structure of the transferrer and the transferee are identical and vital rights of contracting parties are not injured. SunMoney is obliged to notify the contracting party of the change relevant to this point within 30 days.

IN WITNESS WHEREOF, having read and interpreted the PRESENT AGREEMENT Parties accepted it as fully conformant with their intention and consider themselves bound by it.