

GoodWe PLUS+ Terms and Conditions of Participation_1106

The customer/installer loyalty program GoodWe PLUS+ rewards the loyalty of its members. GoodWe PLUS+ offers members the opportunity of earning awards, which are to be published in the GoodWe communication channels (e.g., website, social media, personal inbox, catalogue, newsletter, or account statement) and in accordance with these Terms and Conditions.

The GoodWe PLUS+ program outlined in these Terms and Conditions is applicable to participants located in the United States (including Puerto Rico) and Canada.

The operator and publisher of GoodWe PLUS+ is GoodWe USA Inc. ("GoodWe," also herein referred to as "operator"). The operator reserves the right to engage selected joint operators of the program in certain countries. If and as applicable, a complete list of joint operators will be published under <https://us.goodwe.com/>.

A number of conditions apply to collect the earnings and the general operation of GoodWe PLUS+, which are summarized here. Special regulations can also be found in additional program documents and in the customary GoodWe communication.

1. Membership

1.1 Entities Eligible for Membership

Entities eligible for membership are limited to installers who purchased GoodWe products from an official distributor of GoodWe USA Inc., in which GoodWe PLUS+ is offered. The place of residence is deemed to be the actual primary residence of the entity. Details of the entity must be submitted accurately and truthfully, and upon request, proof must be provided to one of the operators.

There is no legal entitlement to membership of GoodWe PLUS+. The operator may refuse admission to participate in GoodWe PLUS+ without providing any reasons.

1.2 Start of Membership

Membership starts when: a) an organizational account is opened at GoodWe's SEMS

Portal; b) the entity successfully passes all the required GoodWe PLUS+ trainings; and c) GoodWe upgrades the SEMS Portal account to GoodWe PLUS+. If the applicant is already a member of GoodWe PLUS+, a new application to open another account is invalid. Only one account per entity can be opened and held. To notify the new member of the successful upgrade of the account, the member will receive an email notification.

1.3 Personal Identification Number (PIN)

Members must ensure that no unauthorized third party has access to the PIN to prevent misuse. In cases of suspected misuse of the PIN, the GoodWe Service Team must be notified immediately using one of the numbers provided in the GoodWe communication channels (such as <https://us.goodwe.com/>). The operator and/or a joint operator are/is only liable for loss or damage incurred up until the time of receipt of the notification as a result of a culpable failure to notify or delayed notification within the scope stated in paragraph 5.1 of these Terms and Conditions of participation.

2. Membership Responsibilities

2.1 General Obligations

Compliance with Program Rules: Members must comply with all rules and guidelines of the GoodWe PLUS+ program, including providing accurate and up-to-date information.

Appropriate Use of Benefits: Membership and any associated benefits must be used solely for the purposes intended by the program. Misuse or abuse will be subject to penalties.

2.2 Monitoring and Compliance

Program Monitoring: The operator reserves the right to monitor member activities to ensure compliance with the program's rules.

Reporting Misconduct: Members are encouraged to report any suspected misconduct or misuse of the program.

2.3 Blocking and Exclusion from Program Membership

Account Blocking: The operator reserves the right to block a member's account if there is suspicion of misconduct or if the member is under investigation for any rule violations. Blocking may remain in place until the investigation is complete.

Exclusion from Program: Members who violate the program's terms or engage in misconduct may be permanently excluded from GoodWe PLUS+. In such cases, their membership will be terminated without the possibility of rejoining.

3. Exclusive \$500 USD Coupon

3.1 Eligibility

The Exclusive \$500 USD Coupon (hereafter referred to as "Coupon") is exclusively available to installers in the United States (including Puerto Rico) and Canada who have successfully completed SEMS registration and GoodWe Plus+ training.

Each installer company is eligible for one Coupon only. The Coupon cannot be transferred, sold, or exchanged for cash.

3.2 Coupon Issuance

After completing the SEMS registration and GoodWe Plus+ training, the installer will automatically receive an email from iSpring containing the certification. Within two business days, another email containing the Coupon code will be sent.

This information is necessary for the proper use of the Coupon.

3.3 Coupon Usage

To use the Coupon, the installer must provide the Coupon code to the distributor at the time of order placement. The distributor will verify the provided information to ensure that it matches the details specified in the email.

The Coupon provides a \$500 USD discount on the purchase of a

- Inverter (A-ES/A-BP) + Lynx FH-US Battery + ATD (Advanced Transformer Device)
- + ATX (Auto Transformer)

- Inverter (ES-US/SBP-US) + Lynx FH-US Battery + ABD (Automatic Backup Device)

3.4 Validity Period

The Coupon is valid for 2 months from the date of issuance. After this period, the Coupon will expire and cannot be redeemed.

GoodWe reserves the right to modify or terminate the Coupon promotion at any time without prior notice.

3.5 Restrictions

The Coupon is only valid for the purchase of the GoodWe Whole Home System as specified in section 3.3. Partial purchases or orders that do not include all required components are not eligible for the discount.

The Coupon is non-refundable and cannot be replaced if lost or stolen.

4. Membership Termination

4.1 Ordinary Termination

- **Member Initiated:** Members may terminate their membership at any time by providing written notice to the operator.
- **Operator Initiated:** The operator may terminate a member's participation in the program with or without cause, with appropriate notice.

4.2 Extraordinary Termination

- **Cause-Based Termination:** Immediate termination may occur if a member is found to have seriously violated the program's terms, engaged in fraudulent activities, or caused harm to the operator or other members.
- **Consequences of Termination:** Upon termination, all benefits and rewards are forfeited. The member will no longer have access to the program or its offerings.

4.3 Program Termination

- **Discontinuation of GoodWe PLUS+:** The operator reserves the right to terminate the GoodWe PLUS+ program at any time. Members will be notified of such termination, and any ongoing benefits will be handled according to the terms provided at the time of termination.

5. Legal Provisions

5.1 Liability

The following applies to loss or damage incurred by members in connection with their membership, which is caused by an operator, a joint operator, or their respective agents: Liability is unlimited in the case of willful intent or gross negligence and where a guarantee exists. Liability in the event of injury to life, body, or health is also unlimited in cases of minor negligence. In the event of a minor negligent breach of essential contractual duties, liability is limited to the property damage and financial loss attributable to this to the extent of the foreseeable loss or damage as it typically occurs. A fundamental contractual obligation is the obligation that must be met for the correct execution of the agreement where compliance can be relied upon by the member as a rule. Any further liability for compensation is excluded, other than for claims under the applicable product liability laws.

5.2 Data Protection

Personal details relating to the member's membership will only be collected, processed, and used for the operation of GoodWe PLUS+. More information about the operation of the GoodWe PLUS+ program and data handling can be found at <https://us.goodwe.com/data-protection>

These details include the data provided by the member at registration and during their membership ("Master Data"), as well as data coming to the operator, joint operators, or partner companies in connection with their membership ("Program Data").

Personal data may be forwarded to joint operators for the administration, further development, and marketing of GoodWe PLUS+ as their own program, if: a) a member has registered with GoodWe PLUS+ via a joint operator. In this case, the Master Data collected via the GoodWe PLUS+ membership number and the member's Program Data relating to the joint operator's services may be passed to the

joint operator; b) if the joint operator is an affiliate of GoodWe and the member's residence is located within the home market of this joint operator, the Master Data, the GoodWe PLUS+ membership number, and the member's Program Data may be passed to the joint operator; c) where the joint operator is an affiliate and the member is using services from this joint operator, the member's Program Data may be passed to the joint operator in addition to the Master Data.

Furthermore, entities within the GoodWe Group have combined their customer loyalty activities. This means that the member's master data and the status and program data obtained by GoodWe are managed in a joint database for all GoodWe entities. This data may be processed and used in summarized form (with no possibility of a particular member being identified) for analysis for the management, further development, and marketing of GoodWe.

In addition to the aforementioned purposes, personal data may also be processed and used by the operators, joint operators, and/or partner companies based on a consent given by the member for other purposes in addition to the purposes stated above (in particular, for sending information about GoodWe PLUS+ or the offers from the operator, joint operators, or partner companies, including analyses for the preparation of such mailings).

Further information on the collection, processing, and use of personal details by GoodWe PLUS+ can be found in the GoodWe data protection notice. This can be downloaded at <https://us.goodwe.com/data-protection>.

5.3 Changes to the Program or Terms and Conditions

The operator reserves the right to make any changes or additions to the Terms and Conditions of participation, the awards, the award chart, or other processes described in the program documents for GoodWe PLUS+, providing this does not discriminate against the member in bad faith. Claims for compensation by members against the operator for legally required country-specific changes are excluded.

Changes or additions to the awards, the award chart, or other processes for GoodWe PLUS+ described in the program documents will be published in the GoodWe communication channels.

Changes or additions to these Terms and Conditions of participation will be published in writing. GoodWe may, at any time and at its sole discretion, modify these Terms and Conditions of participation, with or without notice to the member. Any such modification will be effective immediately upon public posting. The changes or

additions to the Terms and Conditions of participation are deemed to be approved unless a member submits an objection in writing within two (2) months of publication. The operators will refer to this consequence specifically at the time of publication. If a member rejects the change or addition, their membership can be terminated by means of ordinary termination in accordance with paragraph 4.1 of the Terms and Conditions of participation.

5.4 Law, Place of Jurisdiction

The law of the State of Delaware, USA shall apply. The place of jurisdiction is Delaware, USA. The same applies if the member does not have a general place of jurisdiction in the USA and is not resident within the USA. If the member is a consumer with a residence outside the USA, the member has the option of filing claims in Delaware, USA, as well as at a competent court in the country in which they are resident. In addition, the member may also be sued at their general place of jurisdiction or any other location where there is legal jurisdiction. Operators are not obliged to take part in arbitration proceedings, nor are they entitled to offer the opportunity to participate in such proceedings.