



9789 Charlotte Hwy. Suite 400 Unit 259 Fort Mill, SC. 29707

**SOLAR PURCHASING GROUP, LLC NEW MEMBER AGREEMENT**

<b>MEMBER CONTACT INFORMATION</b>			
Name and Title:			
Company Name (please include LLC, limited partnership, so on):			
EIN:			
Entity Type (Corporation, S Corporation or Partnership):			
Phone:	Mobile:	Fax:	
Email:			
Company Registered Address:			
City:	State:	Country:	Zip:

<b>MEMBERSHIP QUALIFICATIONS</b>
Each new member is required to (i) be a validly organized and legally authorized business; (ii) be a good standing member with the Solar community; (iii) be able to obtain credit from vendors; and (iv) follow good business practices and practice good business ethics.

<b>JOINDER</b>
1. Applicant will be admitted as a member upon (i) membership qualifications being met and SPG partners approval (ii) payment of the initial membership fee to SPG and (iii) execution of this joinder to the agreement by the applicant in a form approved by SPG.
2. Membership Interests cannot be transferred and SPG will not recognize, for any purpose, any purported transfer of all part of a Membership Interest.
3. Initial Membership Fee is a one-time payment of \$5,000.00 with annual fees of \$5,000 to be prorated based on the point of the year you enter.
4. Annual Membership dues are required to be paid on January 1 of each year following Applicant's becoming a member.
5. By submitting this application, if you are accepted as a member, you authorize the SPG to negotiate volume-purchasing discounts from vendors on behalf of the Members and to engage in any activities permitted under South Carolina law.

<b>SIGNATURE</b>
Signature:
Print name and title:
Date:



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### MEMBER CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") of SOLAR PURCHAING GROUP, LLC ("SPG") dated as of \_\_\_\_\_, 20\_\_ is entered into by\_\_\_\_\_.

As a member of SPG, you have access and are privy to certain information concerning the business of other buying member companies.

As a condition of membership, you agree that any and all information which the SPG and its member companies furnish to you or representatives of your company or which you or representatives of your company obtain through this membership will be kept confidential.

You agree that the information will not be used by you, your employees, affiliates, or your representatives (collectively, your "representatives") in any way detrimental to SPG and its member companies. The information will be treated as belonging to the SPG and its member companies, and shall not, without our prior written consent, be disclosed in any manner, in whole or in part, to anyone who is not one of your affiliates or representatives and does not have a need to know. The information shall not be used other than for the purpose in which SPG and its member companies have intended.

You agree that you will not, and your representatives will not, disclose to anyone who is not a direct participant in SPG, either the fact that negotiations are taking place or any of the terms, conditions, or other facts with respect to a possible transaction.

If your membership with SPG is terminated for any reason, you agree to forfeit all rights under the New Member Agreement.

No failure or delay by SPG in exercising any right, in whole or in part shall operate as a waiver of any other right. This Agreement shall be governed by the internal laws of the State of South Carolina.

If you are in agreement with this, please sign and return on copy to SPG. It will then constitute the Agreement with respect to its subject matter.

AGREED: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title