

NEW ENERGY DILIGENCE

PROFESSIONAL SERVICES AGREEMENT

with Statement of Work Template, Change Order Template, Success Fee Schedule, and Fee Schedule & Rate Card attached as Exhibits

This document combines the Professional Services Agreement and Statement of Work. The Agreement governs all SOWs and Change Orders entered into between the parties.

Provider:	New Energy Diligence, Inc., a Delaware Corporation
Address:	741 Bamboo Terrace, San Rafael, California 94903

PART I — PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (including all SOWs, Change Orders, and all attached exhibits, collectively, "Agreement") is entered into by and between [CUSTOMER NAME], a [STATE OF ORGANIZATION] [TYPE OF ORGANIZATION] with an address at [ADDRESS] ("Customer"), and New Energy Diligence, Inc., a Delaware Corporation with an address at 741 Bamboo Terrace, San Rafael, California 94903 ("Provider"). This Agreement will be effective as of the date it is fully executed by both parties ("Effective Date"). Customer and Provider hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1 Statements of Work. This Agreement will be implemented through one or more written statements of work (each, an "SOW") and the terms and conditions set forth herein will govern all prior and subsequent SOWs. Provider shall use commercially reasonable efforts to provide to Customer the professional services (collectively, "Services") and work product (each, a "Deliverable") identified in each SOW. This Agreement is intended to operate as a master agreement under which the parties may enter into additional SOWs from time to time. SOWs may be added incrementally over the term of this Agreement, and each new SOW, upon execution by authorized representatives of both parties, will be deemed incorporated into and governed by this Agreement without any need to amend or re-execute this Agreement or any prior SOW. SOWs will be numbered sequentially (e.g., SOW No. 1, SOW No. 2) and each is documented as a numbered sub-part of Part II using the Statement of Work template set forth therein. Each SOW is a separate and independent contractual commitment, and the execution, performance, expiration, or termination of any one SOW does not affect any other SOW then in effect, except as expressly provided in this Agreement or the applicable SOW. If any conflict exists between this Agreement and an SOW, the terms of this Agreement will prevail.

1.2 Provider's Responsibilities. Provider will perform the Services with skills, care, and diligence consistent with generally recognized industry standards for similar services.

1.3 Change Orders. If either party desires to modify the Services, Deliverables, timeline, or fees set forth in any SOW, the requesting party will provide the other party with a written request describing the proposed modification ("Change Notice"). Within five (5) business days of receipt of a Change Notice, Provider will submit a written change order substantially in the form attached as Exhibit A (a "Change Order"), which will include: (a) a description of the modified or additional Services and Deliverables; (b) the reason for the change; (c) any adjustment to fees or expenses; (d) any adjustment to the milestone

delivery schedule; and (e) any other affected SOW terms. A Change Order becomes binding only upon written execution by authorized representatives of both parties. No Services outside the scope of the applicable SOW will be performed, and no additional fees will be incurred, without a fully executed Change Order.

1.4 Deliverable Acceptance. Customer will have ten (10) business days following receipt of each Deliverable (the "Review Period") to review it for material conformance with the applicable SOW. If Customer determines that a Deliverable materially fails to conform, Customer will deliver a written notice to Provider specifying in reasonable detail the manner in which the Deliverable materially fails to conform (a "Review Notice"). If Customer does not deliver a Review Notice within the Review Period, the Deliverable shall be deemed accepted. Provider will have fifteen (15) business days following receipt of a Review Notice to remedy the identified non-conformance and resubmit the Deliverable. Acceptance shall not be unreasonably withheld, conditioned, or delayed.

2.0 ORGANIZATION OF PROVIDER'S PERSONNEL

2.1 Project Management. Each party will maintain a project manager to serve as its primary point of contact for day-to-day communications regarding the Services ("Project Manager"). Each Project Manager will have the requisite organizational authority, skill, experience, and qualifications to perform in such capacity. The parties' Project Managers will be identified in the applicable SOW.

3.0 CUSTOMER'S OBLIGATIONS

3.1 Customer Resources and Cooperation. Customer will (a) perform all obligations set forth in the applicable SOW, (b) provide Customer Materials and all resources specified in the SOW, (c) provide Provider's personnel access to Customer's data and Content as necessary for timely performance, and (d) provide all reasonable cooperation Provider requests to perform the Services.

3.2 Effect of Customer Failure or Delay. Provider is not responsible for any late delivery or failure caused by Customer's delay or failure to perform its obligations. In such event, Provider may extend due dates as reasonably necessary upon written notice. The foregoing is in addition to, and not in lieu of, all other remedies Provider may have.

4.0 FEES; PAYMENT TERMS

4.1 Fees; Payment. Customer will pay Provider the fees set forth in the applicable SOW, in accordance with Provider's Fee Schedule & Rate Card, attached as Exhibit C and incorporated by reference (the "Rate Card"), which sets forth Provider's standard rates for all engagement types, travel and expense reimbursement, and subcontracting and referrals. Provider may update the Rate Card from time to time; fees applicable to an SOW then in effect shall be governed by the version of the Rate Card in effect on the SOW Effective Date unless the parties otherwise agree in writing. Fees under each SOW may be structured as: (a) a monthly flat amount covering 25 hours of Services per month from any combination of Provider's consultants (a "Retainer"), with hours not used in a given month not rolling over; (b) a lump-sum amount for a defined scope of Services related to a specific project, portfolio, company, platform, product launch, or tax credit transfer (a "Transaction"), payable per Transaction and not contingent on any outcome (a "Flat Fee"); (c) a combination of (a) and (b) in a single SOW (a "Hybrid" engagement); or (d) a fee payable upon the occurrence of a trigger event for a named Transaction (a "Success Fee"), as set forth in the Success Fee Schedule attached as Exhibit B to the applicable SOW and determined in accordance with the Rate Card. A Success Fee is in addition to any Retainer, Flat Fee, or Hybrid arrangement and is payable only once per Transaction regardless of subsequent fundings, refinancings,

or related capital events. No billing by the hour applies. Customer will pay all fees and Reimbursable Expenses (defined in Section 4.3) in U.S. Dollars within thirty (30) days of receipt of Provider's invoice. A Purchase Order number or advance payment is required prior to start of work. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less, plus the costs of collection.

4.2 Taxes. All fees are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other taxes, duties, and charges imposed by any governmental authority on amounts payable hereunder, other than taxes on Provider's income.

4.3 Travel and Expenses. Customer will reimburse Provider for out-of-pocket costs incurred by Provider in connection with performing the Services that are pre-approved by Customer in writing, email to suffice ("Reimbursable Expenses"), in accordance with the travel and expense terms set forth in the Rate Card. Travel requiring an overnight stay requires Customer's prior written approval.

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 Deliverables. Customer is and will be the sole and exclusive owner of all right, title, and interest in and to all Deliverables, including all intellectual property rights of any kind, including patents, copyrights, trade secrets, trademarks, know-how, moral rights, rights of privacy and publicity, and any applications, continuations, or registrations with respect to any of the foregoing, under the laws of any jurisdiction ("Intellectual Property Rights"). Provider hereby assigns, transfers, and conveys to Customer, irrevocably and in perpetuity, all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein, and irrevocably waives any claims to so-called "moral rights" with respect to the Deliverables. Provider and its licensors retain all right, title, and interest in and to (a) any intellectual property owned or licensed by Provider before commencing the Services or independent of this Agreement ("Pre-Existing Intellectual Property") and any content not proprietary to Provider ("Third Party Materials"), and (b) any improvements, modifications, or derivatives thereof.

5.2 Customer Materials. As between the parties, Customer retains all right, title, and interest in and to all materials and information, including documents, data, specifications, software, and content, provided to Provider by or on behalf of Customer in connection with this Agreement ("Customer Materials"). Customer grants to Provider a non-exclusive, worldwide, irrevocable, fully paid-up, royalty-free license to use, copy, store, transmit, modify, and display the Customer Materials solely to: (a) provide the Services; and (b) perform such other actions as authorized by Customer in writing (email to suffice).

5.3 De-identified Data. If approved by Customer in writing (email to suffice), Provider may create and use de-identified data related to the Customer Materials to improve Provider's products and services, provided such data does not identify Customer or include any personally identifiable information.

5.4 Third Party Materials. Deliverables that include Third Party Materials are provided pursuant to the terms of the applicable third-party license agreement. Customer will comply with all such third-party license agreements.

6.0 CONFIDENTIALITY

6.1 Definition. "Confidential Information" means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential. The terms and conditions of this Agreement (including fees and pricing) shall be deemed Confidential Information of Provider. Confidential Information does not include information that the recipient already

lawfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient without use of Confidential Information, or that was rightfully obtained from a third party.

6.2 Obligations. The recipient agrees not to disclose Confidential Information except to its affiliates, employees, contractors, and agents who need to know it and have agreed in writing to keep it confidential, and only to exercise the recipient's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser and cooperating to obtain confidential treatment. The recipient's obligations with respect to Confidential Information expire five (5) years from the date of disclosure (except that obligations with respect to trade secrets remain in effect until such trade secrets are no longer protected as such under applicable law).

7.0 TERM AND TERMINATION

7.1 Term. This Agreement will commence on the Effective Date and continue in effect until terminated as set forth below.

7.2 Termination. This Agreement may be terminated (a) upon thirty (30) days' written notice by either party, in the event there are no SOWs currently in effect; (b) immediately upon written notice by Provider if Customer fails to pay any fees when due and such failure continues more than ten (10) days after Provider's written notice; (c) immediately upon written notice to the other party if the other party materially breaches this Agreement and such breach remains uncured thirty (30) days after written notice; or (d) immediately upon written notice if the other party makes any assignment for the benefit of creditors, becomes insolvent, or is subject to any bankruptcy or insolvency proceeding not dismissed within ninety (90) days.

7.3 Effect of Termination. Upon any expiration or termination, each party will return or destroy the other party's Confidential Information. Termination is not an exclusive remedy and the exercise of any remedy will be without prejudice to any other remedies available under this Agreement, by law, or otherwise.

7.4 Surviving Terms. The following provisions survive termination or expiration: fees and payment terms, intellectual property, confidentiality, effect of termination, surviving terms, representations and warranties, indemnification and liability, and miscellaneous provisions, and any other provision that by its nature should survive. Success Fee obligations under the Success Fee Schedule survive termination or expiration of the applicable SOW for the duration of the Tail Period specified therein.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement; (c) the execution of this Agreement has been duly authorized by all necessary organizational action; and (d) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable in accordance with its terms.

8.2 Additional Customer Representations. Customer represents, warrants, and covenants that Customer owns or has the necessary rights in and relating to the Customer Materials so that, as received by Provider and used in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third party or violate any applicable law.

8.3 Limited Warranty. Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with generally recognized industry standards for similar services. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE SERVICES AND DELIVERABLES. If Customer believes Provider has failed to meet this standard, Customer must notify Provider in writing within thirty (30) days of delivery of the applicable Deliverable, specifying the alleged deficiency in reasonable detail. PROVIDER'S SOLE OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR ANY DELIVERABLE (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) SHALL BE RE-PERFORMANCE OF THE DEFICIENT SERVICES AT NO ADDITIONAL CHARGE. Provider shall have sixty (60) days from receipt of Customer's written notice to cure the deficiency. If Provider is unable to cure within such period, Customer's sole additional remedy shall be to terminate the applicable SOW upon written notice; all fees paid to Provider on or before the termination date shall be non-refundable, and Customer expressly waives any right to a refund, credit, setoff, or other recovery of any amounts previously paid to Provider. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES BEYOND THE REMEDIES EXPRESSLY SET FORTH IN THIS SECTION 8.3. The foregoing warranty and remedies do not apply to any deficiency caused by: (i) Customer's failure to perform its obligations under this Agreement or the applicable SOW; (ii) misuse of or unauthorized modifications to any Deliverable; (iii) use of any Deliverable in combination with products, materials, or services not provided by Provider; or (iv) Customer's failure to implement Provider's recommendations or to follow Provider's reasonable instructions.

8.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SERVICES, PRE-EXISTING INTELLECTUAL PROPERTY, AND DELIVERABLES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PROVIDER'S USE OF ARTIFICIAL INTELLIGENCE AND THE RELATED DISCLAIMERS AND ALLOCATIONS OF RISK ARE ADDRESSED IN SECTION 11.0 (ARTIFICIAL INTELLIGENCE).

9.0 INDEMNIFICATION AND LIABILITY

9.1 Indemnification. Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim arising from: (a) the indemnifying party's violation of any laws, regulations, or rights relating to its materials or deliverables; (b) the indemnifying party's breach of Section 8.1 or 8.2; or (c) with respect to Customer as the indemnifying party, any action taken or not taken by Customer based upon use of the Deliverables. This indemnification is subject to the indemnifying party receiving prompt written notice, the exclusive right to control the defense or settlement, and all reasonable cooperation from the other party.

9.2 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY) OR SECTION 10.1 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, OR DIMINUTION IN VALUE) WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF OR RELATING

TO THIS AGREEMENT, THE SERVICES, OR ANY DELIVERABLE SHALL BE LIMITED TO THE REMEDIES EXPRESSLY SET FORTH IN SECTION 8.3 (LIMITED WARRANTY). CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO SEEK DAMAGES OF ANY KIND BEYOND SUCH REMEDIES. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 9.2 AND SECTION 8.3 REFLECT A FAIR ALLOCATION OF RISK AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9.3 Risk Management. Provider maintains commercially reasonable practices to identify and manage risks associated with the Services, including review of all Deliverables by a qualified principal prior to delivery. Customer acknowledges that Provider's risk management practices do not guarantee any particular outcome and that Customer retains sole responsibility for decisions made in reliance on the Deliverables, consistent with Section 8.4 and Section 11.0.

10.0 MISCELLANEOUS

10.1 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the advance written consent of the other party, except that either party may assign this Agreement without consent in connection with a merger, reorganization, acquisition, or transfer of all or substantially all of such party's assets or voting securities.

10.2 Force Majeure. Neither party shall be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to any cause beyond its reasonable control, including acts of terrorism, strikes, war, power outages, cyber-attacks, floods, fire, or failure of telecommunications or data networks. The affected party will give written notice to the other party promptly upon the occurrence of such event, and performance will be extended for the period of the delay. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected SOW upon written notice. Fees for Services performed or in progress prior to a force majeure event are earned and non-refundable. Prepaid fees for Services not yet commenced shall be refunded within thirty (30) days if the affected SOW is terminated pursuant to this Section.

10.3 Publicity. Neither party may use the other party's name, logos, or trademarks without prior written approval in each case. Provider may not include Customer's name in any customer list, case study, or marketing material without Customer's prior written approval.

10.4 Subcontractors. Provider may use subcontractors for performance of Services, provided that Provider remains responsible for such subcontractors' compliance with the terms of this Agreement.

10.5 Third Party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to confer upon any third party any legal or equitable right, benefit, or remedy.

10.6 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws provisions. Any dispute not resolved by mutual agreement shall be finally settled in binding arbitration administered by JAMS in San Francisco, California, in accordance with its Comprehensive Arbitration Rules and Procedures. Claims for injunctive or equitable relief or claims regarding intellectual property rights will be brought in a Federal or State court in San Francisco County, California.

10.7 Notices. All notices under this Agreement will be in writing and delivered to the parties at their respective addresses stated above or as otherwise designated by written notice. Notices will be deemed duly given when received if personally delivered; after twelve (12) hours if sent via email; the day after

being sent if sent for next-day delivery by recognized overnight delivery service; or upon receipt if sent by certified or registered mail.

10.8 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party. No waiver will be implied from conduct or failure to enforce rights.

10.9 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.10 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. Delivery by email and electronic signatures are effective and binding.

10.11 Entire Agreement. This Agreement, including all SOWs, Change Orders, and Exhibits, constitutes the complete agreement between the parties and supersedes all prior and contemporaneous agreements with respect to the subject matter hereof.

11.0 ARTIFICIAL INTELLIGENCE

11.1 Use of AI Tools. Provider may use artificial intelligence and machine-learning tools, including Anthropic's Claude, to assist in performing the Services and generating Deliverables (collectively, "AI Tools"). Provider's use of AI Tools does not relieve Provider of its obligation to perform the Services in accordance with Section 1.2 and the limited warranty in Section 8.3.

11.2 Human Review. Where Services involve the use of AI Tools, all Deliverables will be reviewed and approved by a qualified human reviewer before delivery to Customer. This human review is part of Provider's risk-management practices described in Section 9.3.

11.3 Nature of AI Output; Disclaimer. CUSTOMER ACKNOWLEDGES THAT PROVIDER MAY USE AI TOOLS TO PROVIDE THE SERVICES AND GENERATE CERTAIN CONTENT. DUE TO THE NATURE OF MACHINE LEARNING, OUTPUT MAY NOT BE UNIQUE, MAY BE INACCURATE, OR MAY NOT ACCURATELY REFLECT REALITY. CUSTOMER MUST EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR ITS USE CASE, INCLUDING BY USING HUMAN REVIEW. THIS SECTION 11.3 IS PART OF, AND SUBJECT TO, THE DISCLAIMER OF WARRANTIES IN SECTION 8.4.

11.4 Allocation of Risk. Customer retains sole responsibility for decisions made in reliance on the Deliverables. PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM RELIANCE ON AI-GENERATED OUTPUT, AND CUSTOMER'S REMEDIES WITH RESPECT TO THE SERVICES AND DELIVERABLES (INCLUDING ANY GENERATED USING AI TOOLS) ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN SECTION 8.3 (LIMITED WARRANTY) AND SECTION 9.2 (LIMITATION OF LIABILITY).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

CUSTOMER	PROVIDER
Signature: _____	Signature: _____
Name:	Name:
Title:	Title:
Date:	Date:

PART II — STATEMENTS OF WORK

This Statement of Work ("SOW") is entered under the Professional Services Agreement between the parties, and is incorporated therein by reference. Capitalized terms not defined herein have the meanings set forth in the Agreement. This Part II contains the parties' SOWs. Each SOW is added as a separate, sequentially numbered sub-part of this Part II (SOW No. 1, SOW No. 2, and so on), using the Statement of Work template below. To add an SOW, copy the template below, insert the next available SOW number in the sub-part heading, complete the fields, and have both parties sign; each completed sub-part is a separate SOW governed by the Agreement and is independently effective upon execution. The Success Fee Schedule (Exhibit B) is attached to a given SOW only where the parties have agreed to a Success Fee for that engagement; where no Success Fee applies, Exhibit B is omitted and no Success Fee is owed for that SOW.

SOW No. _____

[Template — copy this sub-part, from this "SOW No." heading through its signature block, to add each new SOW. Number each sub-part sequentially.]

Provider	New Energy Diligence, Inc., a Delaware Corporation
Provider Address	741 Bamboo Terrace, San Rafael, California 94903
Customer Name	
Customer Address	
SOW Number	
SOW Effective Date	
Initial Service Term	

1. Contact Information

Each party's Project Manager listed below has full authority to direct and provide feedback relating to the project described in this SOW. Either party may change its Project Manager upon notice to the other party.

CUSTOMER PROJECT MANAGER	PROVIDER PROJECT MANAGER
Name:	Name:
Title:	Title:
Telephone:	Telephone:
E-mail:	E-mail:

2. Project Scope and Deliverables

General Description of Project Scope (complete EITHER (a) inline below OR (b) check the box to incorporate a separate SOW document):

☐ Scope of Services and Deliverables are set forth in a separate Statement of Work, SOW No. _____, dated _____, attached to this SOW and incorporated by reference.

Where such a separate SOW is attached, the inline scope description and Deliverables table in this SOW may be left blank and the attached document shall control scope, deliverables, and timeline; all other terms of this SOW (fees, term, termination, and success fee) shall control as set forth herein.

Provider and Customer agree to the following Deliverables:

Action Item	Description / Milestone	Delivery Date

3. Fees

Only fee types selected below apply to this SOW. Provisions of this Agreement or this SOW that relate solely to an unselected fee type do not apply.

Select the fee type(s) applicable to this SOW and specify quantities below. All rates, travel and expense reimbursement, subcontracting and referral terms, and other standard commercial terms are set forth in the Rate Card (as defined in Section 4.1 of the Agreement and attached as Exhibit C to the Agreement), which is incorporated into this SOW by reference. Invoices shall be sent to: _____.

Fee Type	Quantity / Notes
☐ Monthly Retainer	Blocks (min. 1): . Month-to-month; Customer may cancel at any time on written notice and pay only for retainer hours actually worked through the termination date.
☐ Flat Fee	
☐ Hybrid	Flat Fee + Retainer combination
☐ Success Fee	If selected, complete and attach the Success Fee Schedule (Exhibit B) to this SOW. Exhibit B is used only when a Success Fee applies; if no Success Fee is selected, Exhibit B is not attached and no Success Fee is owed for this SOW.
☐ Advisory / Board Service	Specify:
☐ Other	Describe:

4. Service Term

This SOW shall commence on the SOW Effective Date and continue on a month-to-month basis until terminated as set forth below. Notwithstanding Section 7.2 of the Agreement, Customer may terminate this SOW at any time, for any reason or no reason, upon written notice to Provider, with termination effective on the date specified in such notice (which may be immediate). Upon any such termination, Customer shall pay Provider a pro-rata share of the then-current monthly retainer fee equal to (monthly

retainer fee) × (retainer hours actually performed by Provider in the then-current month ÷ 25), and Provider shall refund any prepaid retainer fees in excess of such pro-rata amount within thirty (30) days of the termination date. Customer shall also pay for any Reimbursable Expenses incurred through the termination date. Provider may terminate this SOW (a) upon thirty (30) days' written notice for any reason; or (b) in accordance with Section 7.2(b)–(d) of the Agreement (non-payment, material breach, or insolvency). Success Fee obligations under the Success Fee Schedule attached as Exhibit B to this SOW survive termination as set forth therein.

5. General

No waiver, alteration, or modification of this SOW will be valid unless made in writing and signed by an authorized representative of each party. Any pre-printed forms, purchase orders, or invoices issued by Customer are for convenience only and have no force or effect.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the SOW Effective Date.

CUSTOMER	PROVIDER
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[End of SOW No. _____. To add the next SOW, copy this sub-part beginning at the "SOW No." heading and number it sequentially.]

EXHIBIT A — CHANGE ORDER TEMPLATE

Attached to and forming part of the Professional Services Agreement

This Change Order ("Change Order") is entered into under the Professional Services Agreement between the parties and is incorporated into SOW No. _____ by reference. Capitalized terms not defined herein have the meanings set forth in the Agreement. This Change Order will become binding only upon written execution by authorized representatives of both parties. No work described herein will commence until fully executed.

Provider	New Energy Diligence, Inc., a Delaware Corporation
Provider Address	741 Bamboo Terrace, San Rafael, California 94903
Customer Name	
Customer Address	
Change Order Number	
SOW Reference	SOW No. _____, dated _____
Change Order Effective Date	

1. Description of Change

Provide a clear description of the requested change to the Services, Deliverables, or timeline:

2. Reason for Change

- ☐ Customer request ☐ Scope clarification ☐ Additional requirements identified during performance
☐ Third-party dependency or delay ☐ Other:

3. Impact on Deliverables

Deliverable	Original Description	Revised Description

4. Impact on Fees

All fee adjustments are expressed as fixed, retainer, or success-fee changes. No hourly adjustments.

Fee Type	Original	Change	Revised Total
Monthly Retainer	\$	\$	\$
Flat Fee	\$	\$	\$
Success Fee	\$	\$	\$
Advisory / Board Service	\$	\$	\$
Other	\$	\$	\$
Reimbursable Expenses (est.)	\$	\$	\$
TOTAL	\$	\$	\$

Additional fee justification (if any): _____

5. Impact on Timeline

Milestone / Deliverable	Original Due Date	Revised Due Date

6. Impact on Other SOW Terms

- ☐ No other terms are affected.
- ☐ The following SOW terms are modified as described below:

7. Agreement

By signing below, both parties agree that this Change Order modifies the referenced SOW as described above. All other terms of the Agreement and SOW remain in full force and effect.

CUSTOMER	PROVIDER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT B — SUCCESS FEE SCHEDULE

Attached to and forming part of Statement of Work No. _____

This Exhibit sets forth the terms of the Success Fee payable to Provider in connection with the Engagement identified below. The Success Fee structures, tier tables, floors and caps, and flat amounts referenced in Part B are set forth in the Rate Card (as defined in Section 4.1 of the Agreement and attached as Exhibit C to the Agreement), which is incorporated into this Exhibit by reference, and the Engagement Type selected in Part A determines which structure applies. The version of the Rate Card in effect on the SOW Effective Date governs the applicable Engagement unless the parties otherwise agree in writing. A Success Fee applies only if this Exhibit is attached to a signed SOW and Part A and Part B are completed. If this Exhibit is not attached, no Success Fee is owed.

Capitalized terms not defined herein have the meanings set forth in the Agreement.

PART A — ENGAGEMENT IDENTIFICATION

Select the Engagement Type and complete the applicable fields below:

Engagement Type — select one

- ☐ Single Project — financing of a named renewable energy, energy storage, or infrastructure project
- ☐ Portfolio — financing of a named portfolio of projects
- ☐ Company / Corporate — financing, acquisition, or sale of a named company or corporate entity
- ☐ Software Platform Acquisition — closing of a named software platform acquisition or sale
- ☐ Tax Credit Transfer — transfer of tax credits under IRC Section 6418 or successor provisions, whether Customer is transferee or transferor
- ☐ Software Product Launch — commercial launch of a named software product or platform
- ☐ Hardware Product Launch — commercial launch of a named hardware product
- ☐ Financial Services Product or Service Launch — commercial launch of a named financial product, fund, instrument, or structured service offering
- ☐ Other — describe: _____

Engagement Details

Engagement Name	(name of project, portfolio, company, product, platform, or transfer — must be specific)
Description	
Location / Market (if applicable)	
Technology / Asset Type (if applicable)	Solar PV / Storage / Wind / Software / Hardware / Financial / Other: ____
Size or Scale (if applicable)	(MW / MWh / AUM / revenue / units / other as applicable)
Primary Counterparties	(borrower, acquirer, investor, distributor, transferee, or launch partner)
SOW Effective Date	

PART B — FEE STRUCTURE AND TRIGGER EVENT

B.1 Fee Structure — Incorporation by Reference

The Success Fee structure applicable to this Engagement is determined by the Engagement Type selected in Part A and is set forth in the Rate Card (as defined in Section 4.1 of the Agreement and attached as Exhibit C to the Agreement). For Single Project, Portfolio, Company / Corporate, Software Platform Acquisition, and Tax Credit Transfer Engagements, the Success Fee is tiered based on Customer Funding Amount as set forth in the Rate Card, subject to the floor and cap specified in the Rate Card. For Software Product Launch, Hardware Product Launch, and Financial Services Product or Service Launch Engagements, the Success Fee is the flat amount specified in the Rate Card. The version of the Rate Card in effect on the SOW Effective Date governs this Engagement unless the parties otherwise agree in writing.

B.2 Customer Funding Amount

“Customer Funding Amount” means the total amount of capital provided to or received by Customer in connection with the named Engagement, across any type of funding event, including without limitation: debt (senior, subordinated, mezzanine, construction, term, or other borrowing); equity (common, preferred, sponsor, or other equity contribution); tax equity investments under IRC Section 45, 48, 45Y, 48E, or successor provisions; consideration paid or received for tax credit transfers under IRC Section 6418 or successor provisions; M&A proceeds, including assumed indebtedness and any earn-out at maximum payout; and any other funding event in which capital is provided to or received by Customer in connection with the named Engagement. Where Customer participates through multiple instruments in the same Engagement, the Customer Funding Amount is the aggregate of all such amounts. Where Customer is party to a Portfolio Engagement, the Customer Funding Amount aggregates across all projects in the named portfolio reaching Financial Close within the Tail Period. All amounts are expressed in USD. The Customer Funding Amount shall be confirmed in writing by Customer, closing counsel, sponsor, or an authorized officer of the named entity within five (5) business days of the Trigger Event Date. In the event of dispute over the Customer Funding Amount, Section 10.6 of the Agreement (Governing Law) shall apply.

B.3 Trigger Event

The “Trigger Event” is the first occurrence of any of the following applicable to the Engagement Type selected in Part A: (a) Single Project / Portfolio — Financial Close of the named Transaction (or, for Portfolio, of any project within the named portfolio, with subsequent Financial Closes within the Tail Period aggregated into a single payment under Section B.5); (b) Company / Corporate / Software Platform Acquisition — execution of a binding purchase agreement, merger agreement, or equivalent definitive document AND closing of the transaction with transfer of ownership or control; (c) Tax Credit Transfer — execution of a binding transfer election and payment of consideration by the transferee to the transferor; and (d) Software Product Launch / Hardware Product Launch / Financial Services Product or Service Launch — first commercial sale, first revenue-generating transaction, or public general availability announcement resulting in binding customer commitments, whichever occurs first. In all cases, the Trigger Event must relate specifically to the Engagement named in Part A. The Trigger Event Date shall be confirmed in writing by Customer, closing counsel, or an authorized officer of the issuing or launching entity within five (5) business days of occurrence.

B.4 Tail Period

The Tail Period is set forth in the Rate Card and runs from expiration or termination of the applicable SOW. If the Trigger Event occurs within the Tail Period, the Success Fee is owed in full regardless of whether the SOW is then in effect, provided Provider performed material Services related to the named Engagement.

B.5 Single Payment

The Success Fee is payable once only per named Engagement. No additional Success Fee is owed for any subsequent funding, refinancing, re-launch, follow-on product version, or related capital or commercial event. For Portfolio Engagements, the Customer Funding Amount aggregates across all projects in the named portfolio reaching Financial Close within the Tail Period, and a single payment is made on the earlier of (i) the date the Customer Funding Amount reaches the cap set forth in the Rate Card or (ii) the end of the Tail Period.

B.6 Provider's Role Requirement

The Success Fee is owed only if Provider performed Services materially related to the named Engagement under the applicable SOW prior to the Trigger Event Date. If Provider's engagement was terminated by Customer for cause before any material Services were performed, no Success Fee is owed.

PART C — PAYMENT AND NOTICE

Customer shall provide Provider with written notice within five (5) business days of the occurrence of the Trigger Event, specifying the Trigger Event Date, the nature of the event, the Customer Funding Amount (where applicable), and the names of the principal parties involved.

The full Success Fee is payable by wire transfer or ACH within thirty (30) days of the Trigger Event Date.

Late payments shall accrue interest at 1.5% per month from the due date until paid in full. Disputes regarding whether a Trigger Event has occurred or the calculation of the Customer Funding Amount shall be resolved in accordance with Section 10.6 of the Agreement. Pending resolution, Customer shall deposit the disputed amount in escrow with a mutually agreed escrow agent.

PART D — EXCLUSIONS

No Success Fee is owed if:

- (a) the transaction, acquisition, transfer, or launch was already in final documentation or had received binding commitments at the time Provider was engaged;
- (b) Customer terminates Provider for cause before Provider performs any material Services related to the named Engagement; or
- (c) the Trigger Event occurs after the Tail Period specified in the Rate Card.

PART E — CONFIRMATION OF AGREEMENT

By executing the SOW to which this Exhibit is attached, both parties confirm the Engagement identification in Part A, the Fee Structure and Trigger Event terms in Part B, the payment terms in Part C, and the exclusions in Part D. This Exhibit may only be amended by a written Change Order executed by both parties.

CUSTOMER	PROVIDER
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT C — FEE SCHEDULE & RATE CARD

The following Fee Schedule & Rate Card (the “Rate Card”) is attached to and forms part of this document, and is incorporated by reference in the applicable provisions above.

CONFIDENTIAL — PROPERTY OF NEW ENERGY DILIGENCE

NEW ENERGY DILIGENCE FEE SCHEDULE & RATE CARD

Updated July 3, 2026

New Energy Diligence, Inc.
741 Bamboo Terrace, San Rafael, California 94903
www.newenergydiligence.com · jon@askned.ai · (415) 694-0935

This fee schedule sets forth NED's current standard rates. All fees are in U.S. dollars. A Purchase Order number or advance payment is required prior to start of work. Payment is due within 30 days of invoice. Late payments accrue a service charge of 1.5% per month. All fees are exclusive of taxes. NED is open to client-provided templates and will work to begin quickly.

Fees for ongoing or multi-project relationships are governed by a signed Professional Services Agreement and Statement of Work. Single engagements may be documented by Engagement Letter.

1. FLAT FEE SERVICES

Productized deliverables — typically delivered in one to two weeks. AI-accelerated, expert-validated, personally reviewed by Jon Previtali.

Service	Unit	Fee (USD)	Turnaround
First Look — expert read + working session	per transaction, any project count	\$2,500	1 business day
Red Flag Review with Q&A Log	per project site; covers one utility-scale project site or up to 20 distributed generation (residential, commercial, or industrial) project sites	\$10,000	5 business days
Equipment Bankability Opinion Memo	per vendor or per product	\$5,000	Typically 5–10 business days
Tax Credit Transfer Diligence Pack	per transfer	\$10,000	Typically 5–10 business days
Operating Data Review — Historical	per asset, up to 5 years	\$10,000	Typically 5–10 business days
Operating Data Review — Subscription	per asset/month, 12-mo min	\$1,000/mo	Typically 5–10 business days
Data Room Gap Analysis	per data room	\$2,500	1 business day
Other flat-fee engagements	scoped per SOW	Per SOW	Per SOW

Special pricing is available for project portfolios and multi-deliverable engagements. Operating Data Review Subscription requires a 12-month minimum commitment, paid in advance, and renews for additional 12-month terms. Each monthly review is triggered by receipt of operating data from Customer. First Look is a four-hour engagement (expert review plus working session) priced per transaction regardless of project count; if the engagement proceeds to a Red Flag Review, the

First Look fee is credited against the Red Flag Review fee. A single Red Flag Review covers one utility-scale project site or up to 20 distributed generation (residential, commercial, or industrial) project sites; engagements exceeding this scope are quoted separately.

2. RETAINER, HYBRID, SUCCESS FEE, ADVISORY & BOARD

Engagement Type	Terms	Fee (USD)
Retainer	25 hrs per 25-hour block · any combination of NED consultants · min. 1 block · month-to-month, cancellable at any time	\$10,000 / block
Hybrid	Flat fee from Section 1 combined with Retainer block for follow-on work — structured in a single engagement letter or SOW	Combined
Success Fee — Transactions	Tiered by Customer Funding Amount · applies to Single Project, Portfolio, Company/Corporate, Software Platform Acquisition, Tax Credit Transfer · 48-month tail	See tier table below
Success Fee — Launches	Flat fee upon first commercial sale or general availability · Software, Hardware, and Financial Services product/service launches · indefinite tail	\$25,000
Advisory Arrangements	% of enterprise, transaction, or capital value	25 bps
Board Service	Equity, cash, or combination — structured to fit client's approach	Per SOW

Success Fee — Tier Table for Transactions

The Success Fee for transaction engagements is calculated as the sum of the marginal rates below applied to the Customer Funding Amount — the total capital provided to or received by the client in connection with the engagement, across any type of funding event (debt, equity, tax equity, tax credit transfer, M&A proceeds).

Customer Funding Amount Tier	Marginal Rate	Max Fee in Tier
First \$10M	25 bps	\$25,000
\$10M – \$50M	10 bps	\$40,000
\$50M – \$150M	5 bps	\$50,000
\$150M – \$500M	2 bps	\$70,000
Above \$500M	1 bp	—

Floor: \$5,000 minimum on any successful transaction engagement. Cap: \$250,000 maximum regardless of Customer Funding Amount size. Tail period: 48 months from SOW expiration or termination. Single payment per named Engagement — no additional fee is owed for subsequent funding, refinancing, or related capital events. Full terms in the Success Fee Schedule attached as Exhibit B to the applicable SOW.

Retainer hours do not roll over between months. Additional blocks beyond the initial commitment require written approval. Product launch success fee tail period is indefinite. Advisory fee is 25 basis points of enterprise, transaction, or capital value.

3. TRAVEL & EXPENSES

All travel requires prior written approval. Airfare at actual cost plus 5% handling fee. Per diem covers lodging, meals, and incidentals. Rates are consistent with GSA federal per diem guidelines at the high end of published ranges.

Expense Type	Condition	Rate
Airfare	All travel	Actual cost + 5%
Business class upgrade	Flight ≥ 6 hrs each way	Actual cost + 5%
Per diem — urban areas (SF, NY, LA, Chicago, Boston, DC, Seattle, Miami, London, Toronto, Tokyo, Sydney, Zurich, Singapore, Dubai, comparable)	Overnight stay	\$500 / day
Per diem — non-urban / standard areas	Overnight stay	\$300 / day
Location-specific overrun	If applicable	Actual + 5%, confirmed in advance

4. SUBCONTRACTING & REFERRALS

Where an engagement requires specialized expertise beyond NED's direct scope, NED can arrange for qualified third-party advisors on either of two bases at the client's preference.

Arrangement	Basis	Fee
Referral — NED introduces client to third-party advisor; client contracts directly	Client preference	No fee
Subcontract — NED engages advisor, coordinates work, incorporates into deliverables	Client preference	Actual cost + 5%

Third-party advisors available for referral or subcontracting include: transmission consultants, energy performance engineers, field and factory inspectors, equipment test laboratories, and insurance consultants.

5. PAYMENT TERMS

Invoices are issued monthly for retainer engagements and upon delivery for flat-fee engagements. Payment is due within 30 days of receipt. Late payments are subject to a service charge of 1.5% per month or the maximum permitted by law, whichever is less, plus costs of collection. All fees are exclusive of sales, use, and excise taxes.

All engagements begin with a no-charge consultation. To schedule, contact Jon Previtali at jon@askned.ai or (415) 694-0935, or visit www.newenergydiligence.com or www.askned.ai.

This fee schedule is confidential and intended solely for the recipient. Pricing is subject to change. Rates for engagements commencing after December 31, 2026 will be set forth in a revised fee schedule.