

The Microgrid Consortium Ecosystem

Annual Membership Agreement

1. Overview & Purpose

The Microgrid Consortium Ecosystem acts as a neutral, third-party coordination layer strategically aligning developers, capital partners, technology providers, and specialized stakeholders into high-yield, execution-ready energy projects. Integration into the Ecosystem provides active participants with exclusive access to curated project opportunities, validated deployment frameworks, and a highly coordinated network designed to accelerate deployment, mitigate risk, and maximize project success.

2. Ecosystem Membership Benefits

In consideration of the Earnest Alignment Deposit, Members receive immediate active status within the Microgrid Consortium Ecosystem, including:

- **Proprietary Project Database Pipeline:** Active integration into the centralized database to map out off-taker demand, utility load profiles, and scalable project tracks.
- **Structured Project Alignment:** Direct participation in coordinated project development phases from initial sourcing through full deployment.
- **Strategic Vetted Introductions:** Facilitated, warm introductions to pre-screened partners across engineering, capital markets, regulatory frameworks, and execution.
- **Incentive Optimization Tracks:** Coordinated access to validated data, financial modeling insights, and frameworks to maximize state and federal incentive stacking.
- **Ecosystem Inclusion:** Preferred placement as a network operator within localized and regional deployment opportunities.

3. Participation & Performance

Participation within specific project tracks is strictly performance-driven and dictated by a Member's distinct capabilities, asset alignment, and specific project requirements. Members are expected to maintain an active, collaborative posture to drive projects efficiently toward completion.

4. Earnest Alignment Deposit & Performance Refund

To maintain a highly curated, execution-focused ecosystem comprised strictly of active industry operators, the onboarding process utilizes a mutual commitment framework rather than a traditional fee structure.

- **Deposit Allocation:** Upon execution of this Agreement, the Member shall submit a refundable Earnest Alignment Deposit of \$1,000.00 (USD).
- **Performance-Based Refund:** Because the Ecosystem is strictly focused on successful deployment, this deposit functions as a net-zero partnership mechanism. Upon the

successful, full completion of the Member's first coordinated project through the Consortium pipeline, the \$1,000.00 deposit shall be refunded to the Member in full within sixty (60) business days of project close.

- Forfeiture: Unilateral termination of this agreement by the Member prior to active project engagement, or a documented failure to engage in good faith with assigned project tracks, will result in the forfeiture of the alignment deposit to cover administrative onboarding costs.

5. Confidentiality & Non-Circumvention

All project opportunities, proprietary database metrics, relationship introductions, and ecosystem data shared within the Consortium are strictly confidential.

- Non-Circumvention: Members explicitly agree that they will not engage, contract with, or circumvent the Consortium to conduct business with any Consortium-introduced parties outside of the ecosystem framework without prior express written consent.
- Survival Term: This covenant of confidentiality and non-circumvention shall remain in full force and effect during active membership and shall survive for a period of twenty-four (24) months post-discontinuation of the membership.

6. Term & Renewal

- This Agreement and its alignment deposit framework renew on an annual basis.
- Members engaged in active, ongoing project tracks at the time of renewal may continue uninterrupted through full project completion, subject to ongoing compliance with the terms herein.

7. Acknowledgment & Execution

The undersigned Member acknowledges the Microgrid Consortium Ecosystem's coordination and master facilitation role. The Member agrees to act in good faith to support aligned, scalable, and successful project outcomes.

Member/Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____