

Flett Exchange Investment Tax Credit (ITC) Manager Service Agreement

This Agreement is made on: _____

Between:

Flett Exchange, LLC. a limited liability company registered under the laws of Delaware with principal place of business at: 95 River Street, Suite 208 Hoboken, NJ 07030

And

_____ located at _____

Whereas:

Flett Exchange, LLC. offers its Services set out in this Agreement and the client, _____, wishes to use such Services for their personal or business purposes.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following expressions shall have the following meanings:

- Agreement means this Service Agreement
- Client Tax Professional means the licensed tax professional retained by Client to prepare and submit their tax returns
- The Service is also referred to as Flett Exchange ITC Manager
- Flett Exchange ITC Report means the completed report that (client name) is to present to their Tax Professional for consideration to claim the ITC for their solar investment
- Installer means the company who Client contracted with to install the solar array
- ITC means Investment Tax Credit specifically under Sections 25D and 48 of the Internal Revenue Code
- Services means any services outlined in clause 3

2. TERM OF THE AGREEMENT

2.1. This agreement commences on (start date) and ends when Flett Exchange provides (Client Name) with Flett Exchange ITC Report.

2.2. Client Tax Professional questions, clarifications and document retrieval will be available by Flett Exchange, LLC. for one year from the date of this Agreement

3. SERVICES

- 3.1. Intake Call - Client
 - Solar installation specifics
 - Individual tax circumstances
- 3.2. Intake Call - Installer
 - Solar installation specifics
- 3.3. Data Collection
 - Client specific data
 - Solar
 - 3.3.■.1. Client data
 - 3.3.■.2. Installer data
 - 3.3.■.3. Utility data
- 3.4. Determination of Eligibility Criteria
 - Owned vs Lease
 - Completion dates
 - Technology
 - Domestic content
 - Other depending upon Intake Call or Data Collection
- 3.5. Documentation Collection
 - Invoices
 - Proof of installation
- 3.6. Facilitating form Completion
 - Ensure Client understands information needed for form 5695 or 3468
 - Advise Client to consult tax professional to properly submit tax return
- 3.7. Flett Exchange ITC Report
 - statement listing the qualified costs eligible for ITC calculation
 - Completed Form 5695, Schedule 3
 - partially filled Form 1040
 - ITC audit folder
- 3.8. Delivery
 - Upon completion Client will be emailed and/or mailed the Flett Exchange ITC Report that they will present to their tax professional
- 3.9. Follow-up call with Client Tax Professional
 - Clients tax professional can call Flett Exchange, LLC. to confirm information or request subsequent information that they may deem pertinent to file Clients tax return.
- 4. Payment**
 - 4.1. The Client will pay Flett Exchange, LLC. \$150.00 upon receipt of Flett Exchange, ITC Report
 - If Client utilizes Flett Exchange SREC Services then the first \$150 of SREC proceeds will be withheld for payment of ITC Services

- If Client does not utilize Flett Exchange SREC Services a invoice will be due within 30 days

5. Indemnification

- 5.1. Client shall indemnify, defend, and hold harmless Flett Exchange, LLC., its officers, directors, members, employees, and agents from and against any and all claims, demands, suits, costs, liabilities, losses, and expenses (including attorneys' fees) arising out of or in connection with (i) the Services provided in this Agreement
- 5.2. Client understands that Flett Exchange is not a tax professional and indemnifies Flett Exchange, LLC. for under or overpayment of tax, interest and/or penalties imposed by the IRS
- 5.3. Client understands that Flett Exchange ITC Service does not include procedures to verify representations, discover defalcations, or other irregularities in information that is provided by Client, Installer, Utility or any other source
- 5.4. Client understands that Flett Exchange ITC Service only gathers information for Client to present to a professional tax preparer and it is the determination of that professional as to the ability and how much of the cost of the Solar Installation that the Client can claim for tax purposes
- 5.5. Client understands that documents and costs included in Flett Exchange ITC service are not exhaustive and Client holds harmless Flett Exchange, LLC for any omissions of costs that result in less of a tax credit
- 5.6. In the event of any claim Client agrees that the maximum liability to Flett Exchange, LLC. is the greater of \$150 or the Payment for ITC Services
- 5.7. Client understands that there are limitations to the amount that Client can claim for tax purposes in relation to Solar and that Flett Exchange, LLC. is not responsible for Client overclaiming costs
- 5.8. Client understands that the ability to claim an ITC for solar is also dependent on the Clients income and that the Client may not be able to claim an ITC
- 5.9. Client indemnifies Flett Exchange, LLC. for any costs associated with an IRS audit

6. Termination

- 6.1. Either party may terminate this Agreement at any time. Fees are not due to Flett Exchange if Agreement is terminated prior to delivery of Flett Exchange ITC Report

7. Jurisdiction

- 7.1. Any and all disputes arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey

8. Release of Information

8.1. Client gives permission to Installer to release any and all information pertaining to the construction of the renewable energy facility, requested by Flett Exchange, LLC, including but not limited to: invoices, statements of work, utility interconnection, site plans, line-electrical diagram(s) and copy of cancelled checks.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed.

Flett Exchange, LLC.

Client

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Company and Title: _____

95 River Street, Suite 208

Address of Solar Array

Hoboken, NJ 07030

Street: _____

201-209-0234

City: _____

info@flettexchange.com

State: _____

Zip: _____