

MEMBERS OF SOLARPOWER EUROPE:

1. Full Members (FM):

- a) Full Members are legal entities or their divisions or branches, having an interest in the photovoltaic sector.
- b) There are three (3) categories of Full Members with different levels of services and membership benefits:
 - 1) Sponsors (FM-S): legal entities having an interest in the photovoltaic sector and willing to be engaged and visible in the Association.
 - 2) Premium Members (FM-P): legal entities having an interest in the photovoltaic sector and willing to be engaged into the Association.
 - Premium Members -Small (FM-P-S): the company that belongs to the FM-P-S category has an annual global turnover from its PV and energy storage business of less than 10 (ten) million Euros in the previous accounting year, is not a subsidiary or branch of a mother company and does not belong to a Group.
 - 4) Corporate Members (FM-C): legal entities having an interest into the photovoltaic sector and willing to get information from the Association.

Within the corporate membership category there are different levels of membership fees as described here below:

- The company that belongs to the FM-C-3 category has an annual global turnover from its PV and energy storage business of more than 10 (ten) million Euros in the previous accounting year.
- The company that belongs to the FM-C-2 category has an annual global turnover from its PV and energy storage business between 2 (two) and 10 (ten) million Euros, in the previous accounting year, is not a subsidiary or branch of a mother company and does not belong to a Group.
- The company that belongs to the FM-C-1 category has an annual global turnover from its PV and energy storage business of less than 2 (two) million Euros, in the previous accounting year, is not a subsidiary or branch of a mother company and does not belong to a Group.

Companies can profit from lower fees, provided that they make a formal declaration of their turnover according to the above definitions. In that case they can join the Premium Members-Small (FM-P-S) or Corporate Members 2 (FM-C-2), Corporate Members 1 (FM-C-1) categories with a reduced membership fee.

2. Associate Members (AM):

- a) Associate Members (AM) are national and international associations, research organisations and government institutions which are engaged into the photovoltaic sector.
- b) Associate Members with less than 5 (five) full time employees (AM-S) benefit from a reduced annual subscription, provided that they make a formal declaration that they have less than 5 full time employees supported by a copy of their most recent social balance sheet or a similar proof.

ADMISSION:

1. Applications for membership must be submitted, in written form, to the President or the CEO of SolarPower Europe.
2. The application must contain key information regarding the following: the applicant's activities, its organisation as such, and the main contact persons' contact details
3. All application forms received by the President or the CEO of SolarPower Europe are submitted for approval to the Admission Committee. The composition of the Admission Committee is identical to the composition of the Board of Directors of SolarPower Europe. The admission of new members is subject to a majority decision of the Admission Committee. The Admission Committee reserves the right to refuse an application for membership without the need to justify its decision.
4. Accepted members shall be notified within 30 days by the SolarPower Europe Secretariat and informed of the effective date of affiliation. In the event that admission is refused by the Admission Committee, the candidate may appeal against such decision with the General Assembly of Members who will take a final decision at its next meeting.
5. A member shall enjoy its full membership rights only when its membership fee has been paid in full.

MEMBERSHIP FEES:

1. Full Members of SolarPower Europe must pay an annual membership fee determined by the SolarPower Europe Board of Directors and in accordance with the provisions of Article 6.5 of SolarPower Europe's Statutes. Associate Members of SolarPower Europe must pay an annual membership fee determined the EPIA Board of Directors and in accordance with the provisions of Article 6.6 of SolarPower Europe's Statutes.
2. The annual membership fee of each individual member will be determined on the basis of the selected membership category.
3. The membership year runs from January 1 (or in case of new members for the first time as from the date of admission) to December 31 of each year.
4. All Members must notify SolarPower Europe the category they want to join before the 30th of September of each year, otherwise they will irrevocably be deemed to have opted to remain in the same category as the previous year for the following year.
5. Membership fees are due annually upon the commencement of each membership year and are payable upon presentation of the membership fee invoice. Membership fees are due in full for each started membership year and cannot be claimed back in case of termination of membership during the year. The entire amount of the membership fee will be due and payable as from the first day of the membership year.
6. Any application for membership submitted before June 30 of the financial year will imply that 100% of the membership fees established for the concerned financial year in course will be due by the newly admitted member. Any application for membership submitted after June 30 of the financial year will imply that 50% of the membership fees established for the concerned financial year in course will be due by the newly admitted member.

MEMBERSHIP RIGHTS AND OBLIGATIONS:

1. Members who have paid their membership fee of the relevant membership year will be entitled to participate in and exercise their membership rights at the General Assembly of Members of SolarPower Europe and benefit from all other membership rights.
2. Each SolarPower Europe member shall:
 - a) Act in a manner compatible with the purpose and aims of SolarPower Europe;
 - b) Observe the obligations imposed by SolarPower Europe's Statutes and all resolutions adopted by SolarPower Europe's General Assembly of Members and Board of Directors;
 - c) Pay in a timely manner all membership fees relating to its membership;

- d) Keep its constituent bodies fully informed of the work and progress of SolarPower Europe;
 - e) Keep SolarPower Europe informed of all major developments in its own company e.g. organisation and country, as well as of any changes in the company's contact persons or their contact details during the course of the membership;
3. Members that have not paid their annual membership fee will not be able to exercise their membership rights, notwithstanding their automatic exclusion in case of failure to pay after expiry of a fifteen days' notice period following the reception of a payment reminder in accordance with article 9 of SolarPower Europe 's Statutes.
 4. By submitting this application form the undersigned unconditionally agrees to, in case of acceptance of its membership, always abide by SolarPower Europe's Statutes and all resolutions adopted by SolarPower Europe's General Assembly of Members and Board of Directors.

TERMINATION OF MEMBERSHIP

1. The membership is automatically renewed each year, unless a written letter of resignation is submitted 6 months before the end of the year to the CEO or the President of SolarPower Europe.
2. Upon termination of membership, all membership rights will immediately and automatically cease, without prejudice to the obligation of the terminated member to pay any unpaid membership fees.
3. Membership fees that have not been paid remain due in full for the membership year in which the termination of membership (e.g. as a result of resignation or exclusion) occurred.
4. Membership fees already paid cannot be claimed back and will not be reimbursed, irrespective of the date of termination.
5. Members can be excluded from membership by the General Assembly of Members. Members shall be automatically excluded from membership in case of failure to pay their membership fee after expiry of a fifteen days' notice period following a payment reminder in accordance with article 9 of SolarPower Europe's Statutes.

SolarPower Europe reserves the right to modify these Membership Terms and Conditions at any time.