

### 1. MEMBERS OF SOLARPOWER EUROPE

1.1. The Association has two (2) main categories of members:

- 1.1.1. Full Members (FM) are legal entities or their divisions or branches having an interest into the photovoltaic sector. Full Members can be Sponsors (FM-S), Premium Members (FM-P) or Corporate Members (FM-C).
- 1.1.2. Associate Members (AM) are national and international associations, non-profit research organizations, universities and government institutions which are engaged into the photovoltaic sector.
- 1.2. There are three (3) categories of Full Members, with different levels of services and membership benefits, as follows:
  - 1.2.1.1. SPONSORS (FM-S): legal entities having an interest in the photovoltaic sector and willing to be engaged and visible in the Association. Sponsors will pay an annual membership fee of minimum € 45,000 (forty-five thousand Euros). Sponsors benefit from 15 voting rights at meetings of the General Assembly. Further membership benefits for the Sponsors are defined in the Bylaws of the Association.
  - 1.2.1.2. PREMIUM MEMBERS (FM-P): legal entities having an interest into the photovoltaic sector and willing to be engaged into the Association. Premium Members will pay an annual membership fee of minimum € 26,000 (twenty-six thousand Euros). Premium Members benefit from 5 voting rights at the meetings of the General Assembly. Further membership benefits for the Premium Members are defined in the Bylaws of the Association.
  - 1.2.1.3. CORPORATE MEMBERS (FM-C): legal entities having an interest into the photovoltaic sector and willing to get information from the Association. The three categories of CORPORATE MEMBERSHIP are:
    - 1.2.1.3.1. CORPORATE MEMBERS 3 (FM-C-3) have an annual global revenue of more than 10 (ten) million Euros in the previous accounting year. They will pay an annual membership fee of minimum € 12,000 (twelve thousand Euros). FM-C-3 members benefit from 2 voting rights at meetings of the General Assembly.
    - 1.2.1.3.2. CORPORATE MEMBERS 2 (FM-C-2) have an annual global revenue between 2 (two) and 10 (ten) million Euros in the previous accounting year, are not a subsidiary or branch of a mother company or part of a Group with revenue which would surpass these thresholds, which will be confirmed via a written

declaration to be made by the FM-C-2 member when applying for membership and which should be re-confirmed each year. They will pay an annual membership fee of minimum € 6,000 (six thousand Euros). FM-C-2 members benefit from 1 voting right at the meetings of the General Assembly.

1.2.1.3.3. CORPORATE MEMBERS 1 (FM-C-1) have an annual global revenue of less than 2 (two) million Euros in the previous accounting year, are not a subsidiary or branch of a mother company or part of a Group with revenue which would surpass this threshold, which will be confirmed via a written declaration to be made by the FM-C-1 member when applying for membership and which should be re-confirmed each year. They will pay an annual membership fee of minimum € 1,500 (one thousand five hundred Euros). FM-C-1 members benefit from 1 voting right at the meetings of the General Assembly.

Corporate Members do not have the right to nominate candidates for the election of the President, Vice-Presidents and the Directors of the Association.

Membership benefits are further defined in the Bylaws of the Association.

1.3. There are two (2) categories of Associate Members (AM).

1.3.1. Full Associate Members (AM-F) will pay an annual membership fee of minimum € 3,000 (three thousand Euros). AM-F benefit from 2 voting rights at the meetings of the General Assembly.

1.3.2. Associate Members-Small (AM-S) with less than 5 (five) full time employees benefit from a reduced annual membership fee, 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. They should send this proof before the 30<sup>th</sup> of September each year, when their membership fee for the following year is invoiced. Associate Members-Small (AM-S) pay an annual membership fee of minimum € 1,500 (one thousand five hundred Euros). AM-S benefit from 2 voting right at the meetings of the General Assembly.

Associate Members (AM and AM-S) do not have the right to nominate candidates for the election of the President, Vice-Presidents and the Directors of the Association. They are not allowed to disclose information which is made exclusively available by the Association to its members to their own members or to any third party. In case of violation of this preceding provision, their membership will be immediately terminated.

Membership benefits are further defined in the Bylaws of the Association.

1.4. All Members must notify the Association of the category they want to join before the

30<sup>th</sup> 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.

## 2. ADMISSION

- 2.1. Each applicant that is a legal entity wishing to become a member must apply in writing to the President or Secretary General.
- 2.2. The applicant shall complete an application form in writing, providing the required information concerning its activities, organization and contact details. FM-C-1 and FM-C-2 members as well as Associate Members having less than 5 full-time employees should also provide the formal declaration and documents mentioned in Article 6.3 c.q. 6.4. of the Statutes.
- 2.3. The Board of Directors as the Admissions Committee approve applications according to Article 7 of the Statutes. Decisions by the Admissions Committee must be approved unanimously. The Admissions Committee is not required to give the reasons for its decisions. In the event an application to join is rejected by the Admissions Committee, the applicant may lodge an appeal before the annual General Assembly within ten (10) days of notification of the decision. The decision of the annual General Assembly is final and binding.

## 3. MEMBERSHIP FEES

- 3.1. 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 6.3 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 6.4 of SolarPower Europe's Statutes.
- 3.2. The annual membership fee of each individual member will be determined on the basis of the selected membership category.
- 3.3. 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.
- 3.4. All Members must notify SolarPower Europe of the category they want to join before the 30<sup>th</sup> 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. 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.
- 3.5. 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.

#### 4. MEMBERSHIP RIGHTS AND OBLIGATIONS

- 4.1. 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.
- 4.2. SolarPower Europe lays out the minimum standards expected from its members. We are committed to the carrying out our work with the highest level of care and diligence which is clarified in SolarPower Europe's Employee Code of Conduct, and have the same expectations for our members:
  - 4.2.1. Our members will act in a manner compatible with the values, purpose and aims of SolarPower Europe. This includes:
    - 4.2.1.1. Valuing diversity, ensuring equal employment opportunities and a workplace where relationships are based on mutual respect;
    - 4.2.1.2. Striving to preserve SolarPower Europe's and its members' professional reputation at all times. Members will maintain a high ethical standard of conduct in carrying out work for the Association. Members will avoid situations in which conflict with the interests of SolarPower Europe and its members could arise;
    - 4.2.1.3. Fighting all forms of bribery and corruption, and complying with relevant anti-bribery and anti-corruption legislations;
    - 4.2.1.4. Neither supporting directly nor indirectly nor taking part in any form of illegal, exploitive or abusive activities of any other human being. This includes supporting directly or indirectly forced labor, harassment and sexual, physical or psychological abuse;
    - 4.2.1.5. Handling confidential information to ensure that personal, private or sensitive information is well-protected. Members will protect all personal data and in accordance with the EU directive General Data Protection Regulation (GDPR);
  - 4.2.2. Observe the obligations imposed by SolarPower Europe's Statutes and Bylaws and all resolutions adopted by SolarPower Europe's General Assembly of Members and Board of Directors;
  - 4.2.3. Pay, in a timely, manner all membership fees relating to its membership;
  - 4.2.4. Keep its constituent bodies fully informed of the work and progress of SolarPower Europe;

- 4.2.5. Keep SolarPower Europe informed of all major developments in its own company e.g. organization and country, as well as of any changes in the company's contact persons or their contact details during the course of the membership;
- 4.3. 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.
- 4.4. 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.

## 5. TERMINATION OF MEMBERSHIP

- 5.1. 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.
- 5.2. 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.
- 5.3. Membership fees that have not been paid remain due in full for the membership year in which the termination of membership occurred (e.g. as a result of resignation or exclusion).
- 5.4. Membership fees already paid cannot be claimed back and will not be reimbursed, irrespective of the date of termination.
- 5.5. 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.

## 6. ACKNOWLEDGEMENT

I hereby certify that as a representative of the SolarPower Europe Member mentioned below:

- 6.1. I represent the SolarPower Europe Member named below;
- 6.2. I have received a copy of the SolarPower Europe Terms and Conditions of Membership;
- 6.3. I have read the Terms and Conditions of Membership prior to executing this Acknowledgement; and

6.4. I understand my obligations as set forth in these Terms and Conditions of Membership and that my organization has a duty to conduct itself in accordance with the Membership Rights and Obligations (Art. 4) at all times.

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Signature of Representative

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Date

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SolarPower Europe Member