
Memorandum of Understanding

This confidential, non-binding Memorandum of Understanding (the “MOU”) between Common Energy LLC (“Common Energy”) and Your Company (“Partner”) (each a “Party” and, together, the “Parties”) sets forth the understanding between the Parties with respect to a clean energy benefit program for Partner’s employees.

Background

Climate change is an urgent global issue and states across the United States have introduced legislation and programs that enable residents and businesses to support clean energy, reduce greenhouse gas emissions and lower their electricity costs.

Common Energy is an experienced provider of these programs, and has successfully introduced its clean energy benefit program to employees of major corporations across the country and customers at retail locations. Through Common Energy’s programs, employees and customers sign up to support new, local community solar projects. Once constructed, clean energy from the projects is delivered to the utility, replacing fossil fuels and lowering emissions and other pollutants in the community. As an incentive for supporting the projects, employees and customers who enroll receive savings each month on their electricity bill. In addition, for each customer enrollment through Partner’s Common Energy landing page, Common Energy makes a \$25 charitable contribution on the Partner’s behalf to a local non-profit, selected by the Partner (e.g. Your Company Foundation), or to another program, as directed by the Partner. There is no cost to the employee, customers, or the Partner to participate in the program.

Activities

By agreement of the Parties, Common Energy intends to collaborate with Partner to introduce a Clean Energy Employee Savings Program (the “Program”). The Program will be structured in two (2) phases and may be expanded to support Partner’s on-going sustainability goals.

Specifically, Common Energy intends to undertake the following activities:

- 1) Work with Partner to develop mutually agreeable communications materials for its employees and customers;
- 2) Develop environmental and savings goals for the Program, including greenhouse gas emission reductions;
- 3) Provide a customized, co-branded software platform that enables Partner’s employees and customers to seamlessly enroll in the Program;
- 4) Support the Program through webinars and outreach to interested parties, subject to Partner’s approval and under Partner’s direction; and

- 5) Provide a live software portal to Partner's sustainability leaders to measure and track Program participation, savings and environmental impact.

In return for Common Energy's performance of the foregoing activities, Partner agrees to undertake the following activities:

- 1) Nominate one or more representatives for the Program, i.e., Program Champion(s), to lead and coordinate outreach activities between Partner and Common Energy, and build awareness of the Program;
- 2) Work with Common Energy to build a list of eligible employees and customers within the Program Phases described below, using zip codes provided by Common Energy;
- 3) Announce the program through Partner's employee and customer communication channels;
- 4) Facilitate webinars and speaking opportunities by Common Energy representative(s) to explain and promote the Program;
- 5) Facilitate additional communications to support the Program, e.g., newsletter, internal channels, etc., as mutually agreed in writing.

Program Phases

The Program will be conducted in the following phases (the "Program Phases"):

- 1) The first phase ("Phase One") shall be a pilot open to Partner's employees in mutually agreed geographies. The Parties shall discuss and seek agreement on goals, duration, and criteria for Phase One.
- 2) Upon successful completion of Phase One, Partner and Common Energy may initiate, in Partner's sole discretion, a second phase ("Phase Two"), to engage customers and a broader group of Partner's U.S.-based employees and/or associates.

Internal Communication and Reporting

Both Parties agree to share data about the Program and to have regular telephone, web-based and/or in-person meetings to support the Program's success, according to a schedule agreeable to both Parties.

External Communications

Partner's participation in the Program, shall be confidential between the Parties. There shall be no external communications, whether in the form of a press release or any social media, about the Program, unless agreed in writing by both Parties. In addition, the Parties must jointly agree in writing to authorize a Party to display the other Party's respective logo on its website, prior to any such display.

Cost

There will be no cost to Partner, Partner’s employees, or Partner’s customers for participation in the Program.

No Obligation

Partner, Partner’s employees, and Partner’s customers have no obligation to participate in the Program.

Interpretation of this MOU

This document outlines the Parties’ current intentions for structuring a mutually-beneficial collaboration. However, this document does not create or evidence any binding obligation between the Parties or provide any basis for reliance. No binding obligation would arise unless and until both Parties sign one or more definitive written agreements, which may be necessary to effectuate some or all of the Parties’ intentions for this collaboration, and for which material terms remain to be negotiated. Outside of commitments in such an agreement, either Party may decline to undertake or complete any of the activities described in this MOU, and to cease negotiations toward a definitive agreement, in its sole discretion, at any time, and without liability to the other Party. Unless stated otherwise in a definitive agreement, all costs for activities described in this MOU are intended to be borne entirely by the Party incurring them, and neither Party is authorized to act as agent for or representative of the other.

Signed and agreed:

Common Energy LLC

Your Company

Malcolm Bliss

Your Name

VP of Partnerships

Your Title

Date: _____

Date: _____