

DIGITAL DOLLAR PURCHASE & SALE SERVICE AGREEMENT

This **DIGITAL DOLLAR PURCHASE & SALE AGREEMENT** (this “**Agreement**”), is made and entered into by you (the “**Requesting Party**”), and between Sabra Capital Inc (the “**Responding Party**”), a Texas Corporation, having a business address at 5811 Stratford Gardens Drive, Sugar Land, TX, 77479 USA, representing iSunOne (<https://www.isun1.com>) payment project OTC service, the (“**Parties**” and each a “**Party**”).

WHEREAS the Parties desire to enter periodic transactions for the purchase and sale of digital dollars (aka Stablecoin such as USDT, USDC whose value are backed by and tethered to the fiat US dollar) in accordance with the terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SALE AND PURCHASE OF DIGITAL DOLLAR

1.1. Orders. During the term of this Agreement, transactions may be executed via a request to purchase or sell a specified Digital Dollar or fiat currency (a “**Trade Request**”) process, through a selection of a quoted price provided through an end-to-end secured communication method.

1.1.1. Execution Via a Trade Request. Subject to Section 1.1.3, Counterparty (the “**Requesting Party**”) may provide to Sabra Capital Inc (the “**Responding Party**”) a Trade Request through an end-to-end secured communication method. Upon receipt of a Trade Request, the Responding Party shall provide to the Requesting Party a quote including the service charge according to its real 90-day transaction volume, as described on the service fee webpage as (<https://www.isun1.com/fee>) as the “**Price Quote**”. The Requesting Party must accept a Price Quote within the expiry time, as defined by Sabra Capital Inc from time to time, otherwise the Price Quote will be deemed to be rejected and expire and no transaction may be effective in accordance with the Price Quote. If the Requesting Party accepts the Price Quote, a transaction will be deemed to be executed, on the terms set forth in the Price Quote, only at the time Responding Party confirms the execution (a “**Confirmation of Execution**”) through the end-to-end secured communication method. If Responding Party does not provide a Confirmation of Execution, the Price Quote shall be deemed to be rejected and expire and no transaction shall be effected in accordance with such Price Quote. Following the Confirmation of Execution, Responding Party shall send to Requesting Party a trade confirmation confirming the terms of the purchase or sale (“**Trade Confirmation**”), Including (1) the Digital Dollar to be purchased or sold; (2) the amount of such Digital Dollar to be purchased or sold (the “**Specified Amount**”); (3) the total amount to be paid by the purchaser to the seller for the purchase of the Specified Amount pursuant to the Price Quote (the “**Payment Amount**”); and (4) the Settlement Instructions.

- 1.1.2. Notwithstanding Section 1.1.1, the Parties may not transact a fiat currency for a fiat currency under any circumstance.
- 1.1.3. Sabra Capital Inc may, at its sole and unfettered discretion and from time to time, determine the Digital Dollar that shall be available to Counterparty pursuant to this Agreement.
- 1.2. Settlement. For each transaction, Counterparty or Sabra Capital Inc will sell, transfer and deliver, and the other Party will purchase, all right, title and interest in and to the Specified Amount, respectively, in accordance with methods of settlement set forth in the relevant Trade Confirmation and as detailed below.
 - 1.2.1. Transfer and Delivery Process. Unless otherwise agreed to by the Parties,
 - 1.2.2. Counterparty Initial Obligations. On the Settlement Date, (1) where Counterparty is the purchaser, Counterparty shall transfer, or cause to be transferred, the Payment Amount to Sabra Capital Inc by transfer of immediately available funds to the account designated by Sabra Capital Inc or, for Digital Dollars, to the applicable location, wallet, address, account or storage device or (2) where Counterparty is the seller, Counterparty shall transfer, or cause to be transferred, the Specified Amount to Sabra Capital Inc by transfer of immediately available funds to the account designated by Sabra Capital Inc or immediately available Digital Dollars to the applicable Sabra Capital Wallet.
 - 1.2.3. Sabra Capital Inc Subsequent Obligations. Promptly following receipt of the Payment Amount or receipt of the Specified Amount by Sabra Capital Inc, Sabra Capital Inc shall either (i) where Sabra Capital Inc is the seller, deliver, or cause to be delivered, the Specified Amount to Counterparty by transfer of immediately available funds to the account designated by Counterparty or, for Digital Dollars, to the applicable location, wallet, address, account or storage device, or (ii) where Sabra Capital Inc is the purchaser, transfer or cause to be transferred, the Payment Amount to Counterparty, by transfer of immediately available funds to the account designated by Counterparty or immediately available Digital Dollars to the applicable Counterparty Wallet.
 - 1.2.4. Liquidity Provider. Sabra Capital Inc may elect to utilize a third-party escrow, custodian, liquidity provider, and/or banking partner (and "**Liquidity Provider**") to affect the settlement of a transaction via an escrow arrangement or any other arrangement pursuant to the terms and conditions established by such Liquidity Provider. Sabra Capital Inc will then transact with the Liquidity Provider to obtain the liquidity for the Specified Amount in accordance with the Price Quote for the amount provided at the moment of transaction between Sabra Capital Inc and the Liquidity Provider (the "**Liquidity Amount**"). Upon receipt of the Liquidity Amount, (1) where the Liquidity Amount is less than the Specified Amount or Payment Amount, as the case maybe, Sabra Capital Inc shall cover the difference to ensure that Sabra Capital Inc's obligation to deliver the Specified Amount or Payment Amount, as the case may

be, to Counterparty is satisfied, or (2) where the Liquidity Amount is more than the Specified Amount or Payment Amount, as the case may be, Sabra Capital Inc shall keep any difference of any amounts exceeding the Specified Amount or Payment Amount, as the case may be, and shall only remit the amounts necessary to ensure that Sabra Capital's obligation to deliver the Specified Amount or Payment Amount to Counterparty is satisfied.

1.2.5. Batch Settlement. The Parties may elect to net and settle all transactions executed on any day or during a specified period at one time (a "**Batch Settlement**"). The Trade Confirmation will request whether the Parties have elected a Batch Settlement process and whether the details surrounding such settlement or any additional, bespoke terms that have been agreed upon between the Parties.

1.2.6. Counterparty Net Open Position Limit. Prior to entering into the first transaction pursuant to the terms of the Agreement, the Parties may agree to the maximum net open position the Counterparty is allowed (the "**NOP Limit**"). For purposes of the foregoing, "net open position" means the current dollar value of the sum of all outstanding unsettled trades. In the event NOP Limit is exceeded, the Parties shall be restricted from entering transactions and they agree to immediately settle all or a certain portion of the transactions outstanding to reduce the NOP to an agreed upon amount.

1.3. Authorized Users. Counterparty shall identify each individual authorized to enter into transactions for and on behalf of Counterparty (each an "**Authorized User**"). Counterparty agrees to promptly notify Sabra Capital Inc in writing of any changes or updates to Counterparty's list of Authorized User Including notifying Sabra Capital Inc if any Authorized User is no longer authorized to act on behalf of Counterparty.

1.4. Term. This Agreement shall remain in effect until terminated in writing by either Party; provided, however, that any termination shall not affect the Parties' obligations with respect to any transactions entered into prior to such termination.

ARTICLE 2. DEFINITIONS

2.1. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings specified in this Article 2:

"**Digital Dollar Network**" shall mean the peer-to-peer computer network that governs the transfer of the applicable Digital Dollar.

"**Counterparty Purchased Digital Dollars**" shall mean the number and type of Digital Dollar Counterparty is obligated to purchase from Sabra Capital Inc pursuant to a Trade Confirmation.

"**Sabra Capital Purchased Digital Dollars**" shall mean the number and type of Digital Dollar Sabra Capital Inc is obligated to purchase from Counterparty pursuant to a Trade Confirmation.

“Foreign Bank” shall mean an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

“Foreign Shell Bank” shall mean a Foreign Bank without a Physical Presence in any country but does not include a regulated affiliate.

“Liens” shall mean security interests, liens, mortgages, hypothecations, pledges, claims (pending or threatened), rights of first refusal, charges, escrows, encumbrances or similar rights.

“Non-Cooperative Jurisdiction” shall mean any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“**FATF**”), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. For clarity, countries or territories that have been designated as ‘Jurisdictions under Increased Monitoring’ and ‘High-Risk Jurisdictions subject to a Call for Action’ with the FATF constitute Non-Cooperative Jurisdictions. See <http://www.fatf-gafi.org> for FATF’s list of non-cooperative countries and territories.

“OFAC” shall mean the United States Office of Foreign Assets Control. The lists of OFAC’s ‘Specially Designated Nationals and Blocked Persons’ can be found on the OFAC website at <https://sanctionssearch.ofac.treas.gov/>.

“Person” shall mean any individual, corporation, partnership, association, limited liability company, trust, estate or other entity, either individually or collectively.

“Physical Presence” shall mean a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

“Settlement Date” shall mean the date of the Trade Confirmation, or a later date as may be mutually agreed upon between Counterparty and Sabra Capital Inc and confirmed in writing.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1. Sabra Capital Inc represents and warrants to Counterparty, as of the date hereof and on each Settlement Date:

3.1.1. Sabra Capital Inc is a limited liability company validly existing and in good standing under the laws of the State of Texas, United States. Sabra Capital Inc has all necessary limited liability power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Sabra Capital Inc of this Agreement, the

performance by Sabra Capital Inc of its obligations hereunder and the consummation by Sabra Capital Inc of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Sabra Capital Inc.

- 3.1.2. This Agreement has been duly executed and delivered by Sabra Capital Inc and (assuming due authorization, execution and delivery by Counterparty), this Agreement constitutes a valid and legally binding obligation of Sabra Capital Inc, enforceable against Sabra Capital Inc in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.
 - 3.1.3. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will conflict with, violate or constitute a default under (i) any of Sabra Capital Inc organizational documents, (ii) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Sabra Capital Inc is subject or by which any of its assets or properties are bound, or (iii) any agreement, debt or other instrument to which Sabra Capital Inc is a party or by which any of its assets or properties are bound.
 - 3.1.4. Neither Sabra Capital Inc, nor any Person who controls Sabra Capital Inc or any Person for whom Sabra Capital Inc is acting as an agent or nominee, as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.
 - 3.1.5. With respect to any Counterparty Purchased Digital Dollars that Sabra Capital Inc sells, transfers and delivers to Counterparty, Sabra Capital Inc is the lawful owner of such Counterparty Purchased Digital Dollars with good and marketable title thereto, free and clear of any and all Liens, and Sabra Capital Inc has the absolute right to sell, assign, convey, transfer and deliver such Counterparty Purchased Digital Dollars. Such Counterparty Purchased Digital Dollar is free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights.
 - 3.1.6. Sabra Capital Inc is the lawful owner of each Sabra Capital Inc Wallet and has good title thereto. Each Sabra Capital Inc Wallet is owned and operated solely for the benefit of Sabra Capital Inc, and no Person, other than Sabra Capital Inc, has any right, title or interest in any Sabra Capital Inc Wallet. Notwithstanding the foregoing, Sabra Capital Inc may on occasion utilize wallets on an exchange to settle a Purchase Order and such "hot wallets" are not owned and operated solely for the benefit of Sabra Capital Inc.
- 3.2. Counterparty hereby represents and warrants to Sabra Capital Inc, as of the date hereof and on each Settlement Date:

- 3.2.1. Counterparty has all necessary power and authority to enter this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Counterparty of this Agreement, the performance by Counterparty of its obligations hereunder and the consummation by Counterparty of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Counterparty.
- 3.2.2. This Agreement has been duly executed and delivered by Counterparty and (assuming due authorization, execution and delivery by Sabra Capital Inc, this Agreement constitutes a valid and legally binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.
- 3.2.3. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will conflict with, violate or constitute a default under (i) any of Counterparty's organizational documents, (ii) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Counterparty is subject or by which any of its assets or properties are bound, or (iii) under any agreement, debt or other instrument to which Counterparty is a party or by which any of its assets or properties are bound.
- 3.2.4. Neither Counterparty, nor any Person who controls Counterparty or any Person for whom Counterparty is acting as an agent or nominee, as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.
- 3.2.5. With respect to any Sabra Capital Purchased Digital Dollar that Counterparty sells, transfers and delivers to Sabra Capital Inc, Counterparty is the lawful owner of such Sabra Capital Purchased Digital Dollars with good and marketable title thereto, free and clear of any and all Liens and Counterparty has the absolute right to sell, assign, convey, transfer and deliver such Sabra Capital Purchased Digital Dollars. Upon consummation of such purchase, Sabra Capital Inc will be vested with good and valid title to such Sabra Capital Purchased Digital Dollars free and clear of any and all Liens, security interests, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights.
- 3.2.6. Counterparty is the lawful owner of each Counterparty Wallet and has good title thereto. Each Counterparty Wallet is owned and operated solely for the benefit of Counterparty, and no Person, other than Counterparty, has any right, title or interest in any Counterparty Wallet. Counterparty shall remain solely liable and responsible

for its own Counterparty Wallet and any key management related thereto. Counterparty agrees that the loss of any Digital Dollars as a result of the Counterparty Wallet shall be the sole responsibility of Counterparty.

3.2.7. Counterparty agrees, understands, and acknowledges that (i) Sabra Capital Inc engages in the bilateral purchase and sale of Digital Dollars, Including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes for its own account; (ii) the Parties transact on a bilateral basis; and (iii) Sabra Capital Inc is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to Counterparty, any person related to or affiliated with Counterparty, or any transaction subject to this Agreement. Counterparty further agrees, represents and warrants that (x) Counterparty is solely responsible for any decision to enter into a transaction subject to this Agreement, Including the evaluation of any and all risks related to any such transaction; and (y) in entering into any such transaction, Counterparty has not relied on any statement or other representation of Sabra Capital Inc other than as expressly set forth herein.

3.2.8. Counterparty agrees, understands, and acknowledges that (i) transactions involving Digital Dollars Include a risk related thereto; (ii) transactions involving Digital Dollars are at Counterparty's risk and peril.

3.2.9. Counterparty agrees, understands, and acknowledges that Sabra Capital Inc is in no way responsible for the custodianship associated with Counterparty's funds or Digital Dollars, or that of its Authorized Users, but that third-party providers may be responsible for the custodianship of such funds or Digital Dollars in connection with third-party platforms that provide such custodial services.

3.2.10. Counterparty shall follow, adhere to, or conduct all and any proper and relevant "know-your-client", "know-your-business", and anti-money laundering protocols and procedures pursuant to the applicable laws and regulations of each of the jurisdictions of its operation or of residence of its Authorized Users.

3.3. Notwithstanding any provisions in this Agreement, upon the request of Sabra Capital Inc, the Counterparty shall provide to Sabra Capital Inc documentation and other information requested by Sabra Capital Inc in connection with applicable "know-your-client" and anti-money-laundering rules and regulations, Including, without limitation, the *Bank Secrecy Act (BSA)* and the *Patriot Act II*. Sabra Capital Inc may refuse to enter into this Agreement, or may terminate this Agreement, if it is not, at its sole discretion, satisfied with the aforementioned documentation and other information.

ARTICLE 4. EVENTS OF DEFAULT

4.1. Events of Default. Each of the following shall be deemed an "**Event of Default**" by Counterparty:

4.1.1. Counterparty fails to comply with any provision of, or perform any obligation under,

this Agreement or any other agreement with Sabra Capital Inc or any of its affiliates, including its obligation to deliver to Sabra Capital Inc any Digital Dollars or Payment Amount when due.

- 4.1.2. Any representation or warranty made by Counterparty is not or ceases to be true or correct in any material respect, including but not limited to Section 3.2.
 - 4.1.3. Counterparty has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted and either (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation, or (ii) is not dismissed, discharged, stayed or restrained, in each case within sixty (60) days of the institution or presentation thereof;
 - 4.1.4. Counterparty is unable to pay its debts as they become due; or
 - 4.1.5. Any regulatory authority with jurisdiction over Counterparty suspends the conduct of Counterparty's business or revokes any material authorizations, memberships, licenses or other similar approvals.
- 4.2. Remedies. Upon the occurrence of an Event of Default, Sabra Capital Inc shall have the right, in its sole discretion, to take any of the following actions:
- 4.2.1. Cancel and terminate any transaction that has not yet settled and require Counterparty to pay Sabra Capital Inc an amount reasonably determined by Sabra Capital Inc to compensate it for any and all losses, costs, expenses, and fees Incurred in connection with such cancelled trade, Including any loss of bargain, cost of funding, or loss or cost Incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position.
 - 4.2.2. Set off and net any obligations of Sabra Capital Inc to Counterparty against any obligations of Counterparty to Sabra Capital Inc.
 - 4.2.3. Terminate any or all of Sabra Capital Inc's obligations for future performance to Counterparty; and
 - 4.2.4. Take such other actions as Sabra Capital Inc, in its sole discretion, deems necessary or appropriate for its protection, all without notice or advertisement.

ARTICLE 5. TERMS OF USE

- 5.1. Disclaimer of Liability. SABRA CAPITAL INC DOES NOT RECOMMEND, ENDORSE, ADVOCATE OR SPONSOR ANY OF THE DIGITAL DOLLAR TRANSACTIONS THAT MAY BE ENTERED INTO PURSUANT TO THIS AGREEMENT. SABRA CAPITAL INC IS

NOT AN AUTHORIZED FINANCIAL ADVISOR OR REPRESENTATIVE AND DOES NOT GIVE TAX, EMPLOYMENT, OR INVESTMENT ADVICE. ANY PRICE INFORMATION, QUOTES, FORECASTS, RETURN ESTIMATES, OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER TO BUY OR SELL OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS, OR OTHER PROPERTY, NOR TO ENTER INTO ANY DIGITAL DOLLAR TRANSACTION. SABRA CAPITAL INC SHALL NOT BE OR BE DEEMED TO BE COUNTERPARTY'S FINANCIAL ADVISOR OR FIDUCIARY WITH RESPECT TO COUNTERPARTY'S INTENTION TO OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS, OR OTHER PROPERTY.

SABRA CAPITAL INC SHALL HAVE NO LIABILITY TO COUNTERPARTY IN CONNECTION WITH THE FAILURE BY ANY OTHER PERSON TO PERFORM ANY TRANSACTION EXECUTED PURSUANT TO THIS AGREEMENT OR THE FAILURE OF ANY OTHER PERSON TO COMPLY WITH ITS AGREEMENTS WITH SABRA CAPITAL INC. SABRA CAPITAL INC SHALL HAVE NO LIABILITY TO COUNTERPARTY IN CONNECTION WITH ANY MISTAKEN OR INADVERTENT EXECUTION OF A TRANSACTION BY COUNTERPARTY OR IN CONNECTION WITH ANY MISTAKE OR ERROR IN THE TRANSACTION DATA. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

5.2. Limitation of Liability.

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW. IN NO EVENT WILL ANY SABRA CAPITAL Inc PARTY BE LIABLE TO COUNTERPARTY OR ANY THIRD PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT (INCLUDING LOST PROFITS AND TRADING LOSSES AND DAMAGES) OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS PROVISION SHALL SURVIVE THE

TERMINATION OR EXPIRATION OF THE AGREEMENT.

ARTICLE 6. MISCELLANEOUS

- 6.1. Amendments; Waivers. The provisions of this Agreement may be amended only if the other Party has consented in writing to such amendment, action or omission. No such consent with respect to any such action or omission shall operate as a consent to, waiver of, or estoppel with respect to, any other or subsequent action or omission. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or at equity.
- 6.2. Assignment; Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs, personal representatives, and permitted assigns. Counterparty may not assign or delegate its rights or obligations hereunder without the prior written consent of Sabra Capital Inc, which may be withheld in Sabra Capital Inc's sole discretion.
- 6.3. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- 6.4. Descriptive Headings and Construction. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Unless otherwise indicated, references to Articles and Sections herein are references to Articles and Sections of this Agreement.
- 6.5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflicts of law thereof. Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof shall be settled solely and exclusively by binding arbitration in the City of Sugar Land, State of Texas, administered by JAMS. Such arbitration shall be conducted in accordance with the then prevailing JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions to such rules if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each Party to the arbitration will pay an equal share of the expenses and fees of the arbitrator, together with other expenses of the arbitration Incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such Party. Each Party shall bear its own attorneys' fees and expenses. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu

of any action at law or equity. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE THEN EACH PARTY, (i) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND (ii) SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN THE CITY OF SUGAR LAND, STATE OF TEXAS AND EACH PARTY AGREES NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION. Each Party irrevocably and unconditionally waives any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the courts referred to in this Section 6.5.

- 6.6. Confidentiality. Each of Sabra Capital Inc and Counterparty hereby agrees to not disclose, and to otherwise keep confidential, the transactions contemplated hereby, the existence or nature of any relationship between the Parties, the name of the other Party or the fact that the Parties engaged in any transaction (“**Confidential Information**”), provided, however, that each Party may disclose Confidential Information to its directors, officers, members, employees, agents, affiliates, and professional advisors or to financial institutions providing services to a Party in connection with any applicable anti-money laundering or compliance requirements. If either Party is required by law, rule or regulation, to disclose such information (the “**Required Party**”), the Required Party will, to the extent legally permissible, provide the other Party (the “**Subject Party**”) with prompt written notice of such requirement so that such Subject Party may seek (at its sole cost and expense) an appropriate protective order or waive compliance with this Section 6.6. The Subject Party shall promptly respond to such request in writing by either authorizing the disclosure or advising of its election to seek such a protective order, or, if such Subject Party fails to respond promptly (or responds promptly but either waives compliance with this Section 6.6, or a protective order is not obtained), then, such disclosure shall be deemed approved, and the Required Party may disclose that portion of the Confidential Information that is required to be disclosed by applicable law. The confidentiality obligations set forth in this Section 6.6 shall survive the termination or expiration of this Agreement.
- 6.7. Entire Agreement. This Agreement and each Trade Request executed on or after the date hereof contain the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, among the Parties with respect thereto.
- 6.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Transmission by telecopy, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.
- 6.9. Notices, Consents, etc. Any notices, consents or other communications required or permitted to be sent or given hereunder by either of the Parties shall in every case be in

writing and shall be deemed properly served if (i) delivered personally, (ii) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (iii) delivered by a recognized overnight courier service or (iv) sent via email, to the Parties, at the addresses as set forth below or at such other addresses as may be furnished in writing.

(a) If to Sabra Capital Inc, to:

Sabra Capital Inc
5811 Stratford Gardens Drive
Sugar Land, TX, 77479
United States

Attention: Compliance
Email: compliance@iSun1.com

Date of service of such notice shall be (w) the date such notice is personally delivered or sent by email, (x) three (3) business days after the date of mailing if sent by certified or registered mail, or (y) one (1) business day after date of delivery to the overnight courier if sent by overnight courier.

6.10. No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person. Notwithstanding the foregoing, Sabra Capital Inc may assign all or any of its rights or transfer all or any of its rights, obligations and liabilities under this Agreement to any of its affiliates.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Signature Page:

Requesting Party:

Signatory Name:

Title:

Responding Party:

Sabra Capital Inc

A handwritten signature in black ink, appearing to read "Bin Xie". The signature is written in a cursive style with a large initial "B" and a distinct "Xie" ending.

Signatory Name: Bin Xie

Title: Chief Executive Officer

I have authority to bind this corporation