

**ENPHASE ENERGY, INC.
2021 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK UNIT AWARD GRANT NOTICE

Enphase Energy, Inc. (the “*Company*”) hereby grants to Participant a Restricted Stock Unit Award (the “*Award*”) under the Enphase Energy, Inc. 2021 Equity Incentive Plan (the “*Plan*”) for the number of restricted stock units (the “*RSUs*”) set forth below. This Award is subject to all of the terms and conditions set forth in this Restricted Stock Unit Award Grant Notice (the “*Grant Notice*”) and in the Plan and the Restricted Stock Unit Award Agreement (the “*Agreement*”) (the definition of which shall include any special terms and conditions for the Participant’s country set out in the attached appendix (the “*Appendix*”)), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined in this Grant Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement.

Participant:	RITTICK MONDAL
Date of Grant:	08/15/2023
Initial Vesting Date:	10-JUL-2024
Number of RSUs Subject to Award:	75
Consideration:	Participant’s Services

Vesting Schedule: The RSUs subject to this Award will vest [over a four-year period, with (i) 25% of the RSUs vesting on the Initial Vesting Date, and (ii) 6.25% of the RSUs vesting on each quarterly (3 month) anniversary of the Initial Vesting Date, in each case provided that Participant provides Continuous Service through the applicable vesting date (the “*Vesting Date*”)]. The number of RSUs vesting on any Vesting Date may be rounded up or down to the nearest whole share, as determined by the Company, provided that the total number of RSUs that may vest under this Award will be the total number of RSUs subject to this Award (as set forth above).

Issuance Schedule: One share of Common Stock will be issued for each RSU that vests at the time set forth in Section 6 of the Agreement.

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Agreement and the Plan set forth the entire understanding between Participant and the Company regarding this Award and supersede all prior oral and written agreements, promises and/or representations regarding this Award, with the exception of any written employment, offer letter or severance agreement, or any written severance plan or policy, in each case that specifies the terms that should govern this Award. By accepting this Award, Participant consents to receive this Grant Notice, the Agreement, the Plan, the prospectus for the Plan and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. Participant’s acceptance of this Award, and Participant’s acknowledgement and agreement with the terms set forth in this paragraph, will be evidenced by Participant’s signature below or by electronic acceptance or authentication in a form authorized by the Company.

Enphase Energy, Inc.



Badrinarayanan Kothandaraman
Chief Executive Officer

(International)

By providing an additional signature below or by electronic acceptance or authentication in a form authorized by the Company, I declare that I expressly agree with the provisions regarding termination of Continuous Service described in the Plan (including in Section 6(b)(v) thereof), the Agreement (including in Sections 2 and 9(c)(vi) and (vii) thereof), and the attached Appendix for my country.

PARTICIPANT:

Signature

Date: _____

ATTACHMENTS: (i) Restricted Stock Unit Award Agreement (including the Appendix) and (ii) 2021 Equity Incentive Plan

**ENPHASE ENERGY, INC.
2021 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK UNIT AWARD AGREEMENT - INTERNATIONAL

Pursuant to the accompanying Restricted Stock Unit Award Grant Notice (the “**Grant Notice**”) and this Restricted Stock Unit Award Agreement (the “**Agreement**”, the definition of which shall include any special terms and conditions for your country set out in the attached appendix (the “**Appendix**”)), Enphase Energy, Inc. (the “**Company**”) has granted you a Restricted Stock Unit Award (the “**Award**”) under the Enphase Energy, Inc. 2021 Equity Incentive Plan (the “**Plan**”) for the number of restricted stock units (the “**RSUs**”) set forth in the Grant Notice. This Award is granted to you effective as of the date of grant set forth in the Grant Notice (the “**Date of Grant**”). Capitalized terms not explicitly defined in this Agreement but defined in the Plan or the Grant Notice will have the same definitions as in the Plan or the Grant Notice.

1. GRANT OF THE AWARD. This Award represents your right to be issued on a future date (as set forth in Section 6) one share of Common Stock for each RSU subject to this Award that vests in accordance with the Grant Notice and this Agreement. This Award was granted in consideration of your services to the Company or an Affiliate. Except as otherwise provided herein, you will not be required to make any payment to the Company (other than services to the Company or an Affiliate) with respect to your receipt of this Award, the vesting of the RSUs or the issuance of any shares of Common Stock in respect of this Award.

2. VESTING. Subject to the limitations contained herein, this Award will vest, if at all, in accordance with the vesting schedule set forth in the Grant Notice, provided that vesting will cease upon the termination of your Continuous Service. Upon such termination of your Continuous Service, you will forfeit (at no cost to the Company) any RSUs subject to this Award that have not vested as of the date of such termination and you will have no further right, title or interest in such RSUs or the shares of Common Stock in respect of this Award.

3. NUMBER OF RSUS AND SHARES.

(a) The number of RSUs subject to this Award, as set forth in the Grant Notice, will be adjusted for Capitalization Adjustments, if any, as provided in the Plan.

(b) Any additional RSUs and any shares of Common Stock, cash or other property that become subject to this Award pursuant to this Section 3 will be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of issuance as applicable to the other RSUs subject to this Award to which they relate.

(c) No fractional shares or rights for fractional shares of Common Stock will be created pursuant to this Section 3. Any fractional shares that may be created by the adjustments referred to in this Section 3 will be rounded down to the nearest whole share.

4. SECURITIES LAW COMPLIANCE. You will not be issued any shares of Common Stock in respect of this Award unless either (i) such shares are registered under the Securities Act or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. This Award also must comply with all other applicable laws and regulations governing this Award, and you will not receive any shares of Common Stock in respect of this Award if the Company determines that such receipt would not be in material compliance with such laws and regulations.

5. TRANSFERABILITY. This Award is not transferable, except by will or by the laws of descent and distribution and prior to the time that shares of Common Stock in respect of this Award have been issued to you, you may not transfer, pledge, assign, hypothecate, donate, encumber, sell or otherwise dispose of any portion of the RSUs or the shares of Common Stock in respect of this Award. For example, you may not use any shares of Common Stock that may be issued in respect of this Award as security for a loan, nor may you transfer, pledge, assign, hypothecate, donate, encumber, sell or otherwise dispose of such shares. This restriction on transfer will lapse upon issuance to you of the shares of Common Stock in respect of this Award.

6. ISSUANCE OF SHARES.

(a) The issuance of any shares of Common Stock in respect of this Award is subject to satisfaction of the tax and/or social security withholding obligations set forth in Section 10. The form of such issuance (e.g., a stock certificate or electronic entry evidencing such shares) will be determined by the Company. Each installment of RSUs that vests under this Award is a “separate payment” for purposes of Treasury Regulations Section 1.409A-2(b)(2) (if applicable).

(b) If this Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively “**Section 409A**”) or if you are not subject to taxation in the United States, then in the event one or more RSUs subject to this Award vests, the Company will issue to you, on the Vesting Date, one share of Common Stock for each RSU that vests on such date (and for purposes of this Agreement, such issuance date is referred to as the “**Original Issuance Date**”); *provided, however*, that if the Original Issuance Date falls on a date that is not a business day, such shares will instead be issued to you on the next following business day.

(c) Notwithstanding the foregoing, if:

(i) this Award is otherwise subject to Withholding Taxes (as described in Section 10) on the Original Issuance Date,

(ii) the Original Issuance Date does not occur (x) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities, or (y) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market, and

(iii) the Company elects, prior to the Original Issuance Date, (x) not to satisfy such Withholding Taxes by withholding shares of Common Stock from the shares of Common Stock otherwise due, on the Original Issuance Date, to you under this Award, (y) not to permit you to enter into a “same day sale” commitment with a broker-dealer pursuant to Section 10 (including, but not limited to, under a previously established 10b5-1 trading plan entered into in compliance with the Company’s policies), and (z) not to permit you to pay such Withholding Taxes in cash,

then the shares that would otherwise be issued to you on the Original Issuance Date will not be issued to you on the Original Issuance Date and will instead be issued to you on the first business day when you are not prohibited from selling shares of Common Stock on an established stock exchange or stock market, but if you are subject to taxation in the United States, in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the calendar year following the calendar year in which the shares of Common Stock in respect of this Award are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulations Section 1.409A-1(d).

(d) The provisions of this Section 6(d) are intended to apply if you are subject to taxation in the United States and this Award is subject to Section 409A because of the terms of a severance arrangement or other agreement between you and the Company or an Affiliate (or a severance arrangement, plan or policy maintained by the Company or an Affiliate), if any, that provides for acceleration of vesting of this Award upon your termination of employment or separation from service (as such term is defined in Treasury Regulations Section 1.409A-1(h) without regard to any alternative definition thereunder) (“**Separation from Service**”) and such severance benefit does not satisfy the requirements for an exemption from application of Section 409A provided under Treasury Regulations Section 1.409A-1(b)(4) or 1.409A-1(b)(9) (“**Non-Exempt Severance Arrangement**”). If you are subject to taxation in the United States and this Award is subject to and not exempt from application of Section 409A due to application of a Non-Exempt Severance Arrangement, the following provisions in this Section 6(d) will supersede anything to the contrary in Section 6(b) or 6(c).

(i) If this Award vests in the ordinary course during your Continuous Service in accordance with the vesting schedule set forth in the Grant Notice, without accelerating vesting under the terms of a Non-Exempt Severance Arrangement, in no event will the shares to be issued in respect of this Award be issued any

later than the later of: (i) December 31st of the calendar year that includes the Vesting Date and (ii) the 60th day that follows the Vesting Date.

(ii) If vesting of this Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with your Separation from Service, and such vesting acceleration provisions were in effect as of the Date of Grant and, therefore, are part of the terms of this Award as of the Date of Grant, then the shares will be earlier issued in respect of this Award upon your Separation from Service in accordance with the terms of the Non-Exempt Severance Arrangement, but in no event later than the 60th day that follows the date of your Separation from Service. However, if at the time the shares would otherwise be issued you are subject to the distribution limitations contained in Section 409A applicable to “specified employees,” as defined in Section 409A(a)(2)(B)(i) of the Code, such shares will not be issued before the date that is six (6) months following the date of your Separation from Service, or, if earlier, the date of your death that occurs within such six (6) month period.

(iii) If vesting of this Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with your Separation from Service, and such vesting acceleration provisions were not in effect as of the Date of Grant and, therefore, are not a part of the terms of this Award on the Date of Grant, then such acceleration of vesting of this Award will not accelerate the issuance date of the shares, but the shares will instead be issued on the same schedule as set forth in Section 6(d)(i) as if they had vested in the ordinary course during your Continuous Service in accordance with the vesting schedule set forth in the Grant Notice, notwithstanding the vesting acceleration of this Award. Such issuance schedule is intended to satisfy the requirements of payment on a specified date or pursuant to a fixed schedule, as provided under Treasury Regulations Section 1.409A-3(a)(4).

(e) If you are subject to taxation in the United States and this Award is subject to Section 409A (a “**Non-Exempt Award**”), then the provisions in this Section 6(e) will apply and supersede anything to the contrary that may be set forth in the Plan, the Grant Notice or any other Section of this Agreement.

(i) Any exercise by the Board of discretion to accelerate the vesting of your Non-Exempt Award will not result in any acceleration of the scheduled issuance dates for the shares in respect of the Non-Exempt Award unless earlier issuance of such shares upon the Vesting Dates would be in compliance with the requirements of Section 409A.

(ii) The Company explicitly reserves the right to (A) earlier settle your Non-Exempt Award to the extent permitted and in compliance with the requirements of Section 409A, including pursuant to any of the exemptions available in Treasury Regulations Section 1.409A-3(j)(4)(i), and (B) provide that you will receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to you, if applicable and in compliance with the requirements of Section 409A.

(iii) If the terms of your Non-Exempt Award provide that it will be settled upon a Change in Control or Corporate Transaction, then to the extent it is required for compliance with the requirements of Section 409A, the Change in Control or Corporate Transaction event triggering settlement must also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets, each as determined under Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5) (a “**409A Change of Control**”). If the terms of your Non-Exempt Award provide that it will be settled upon a termination of employment or termination of Continuous Service, then to the extent it is required for compliance with the requirements of Section 409A, the termination event triggering settlement must also constitute a Separation from Service. However, if at the time the shares would otherwise be issued to you in connection with your Separation from Service, you are subject to the distribution limitations contained in Section 409A applicable to “specified employees,” as defined in Section 409A(a)(2)(B)(i) of the Code, such shares will not be issued before the date that is six (6) months following the date of your Separation from Service, or, if earlier, the date of your death that occurs within such six (6) month period.

(f) The provisions in this Agreement for delivery of the shares in respect of this Award are intended either to comply with the requirements of Section 409A or to provide a basis for exemption from such requirements so that the issuance of the shares will not trigger the additional tax imposed under Section 409A, and any ambiguities herein will be so interpreted.

7. DIVIDENDS. You will receive no benefit or adjustment to this Award with respect to any cash dividend, stock dividend or other distribution except as provided in the Plan with respect to a Capitalization Adjustment.

8. RESTRICTIVE LEGENDS. The shares of Common Stock issued in respect of this Award will be endorsed with appropriate legends, if any, as determined by the Company.

9. AWARD NOT A SERVICE CONTRACT.

(a) This Award is not an employment or service contract, and nothing in this Award will be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company or any Affiliate, or on the part of the Company or any Affiliate to continue such service. In addition, nothing in this Award will obligate the Company or an Affiliate, their respective stockholders, boards of directors, Officers or Employees to continue any relationship that you might have as an Employee, Director or consultant for the Company or an Affiliate.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in this Award pursuant to Section 2 is earned only by continuing as an Employee, Director or Consultant (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "reorganization"). You further acknowledge and agree that such a reorganization could result in the termination of your Continuous Service or the termination of Affiliate status of your employer, and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in this Award.

(c) By accepting your Award, you acknowledge, understand and agree that:

(i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan;

(ii) the grant of your Award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards (whether on the same or different terms), or benefits in lieu of awards, even if awards have been granted in the past;

(iii) your Award and any shares of Common Stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments;

(iv) the future value of the shares of Common Stock underlying the Award is unknown, indeterminable, and cannot be predicted with certainty;

(v) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your Award or of any amounts due to you pursuant to the vesting of your Award or the subsequent sale of any shares of Common Stock received;

(vi) for the purposes of your Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, your right to vest in the Award under the Plan, if any, and the Board shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the Award (including whether you may still be considered to be providing services while on a leave of absence);

(vii) no claim or entitlement to compensation or damages shall arise from forfeiture of this Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any), and in consideration of the grant of this Award to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company or any Affiliate, waive your ability, if any, to bring any such claim, and release the Company and any Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

10. TAX WITHHOLDING OBLIGATIONS.

(a) On or before the time you receive a distribution of any shares of Common Stock in respect of this Award, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you agree to make adequate provision for any sums required to satisfy the federal, state, local and foreign tax and social security withholding obligations of the Company or any Affiliate that arise in connection with this Award (the “**Withholding Taxes**”). Specifically, the Company or an Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Taxes relating to this Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company or an Affiliate; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a “same day sale” commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a “**FINRA Dealer**”) whereby you irrevocably elect to sell a portion of the shares of Common Stock to be issued in connection with this Award to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company and/or its Affiliates; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with this Award with a Fair Market Value equal to the amount of the Withholding Taxes, but in any case not in excess of the maximum amount of tax that may be required to be withheld by law (or such other amount as may be permitted while still avoiding classification of this Award as a liability for financial accounting purposes).

(b) Unless the Withholding Taxes of the Company and/or any Affiliate are satisfied, the Company will have no obligation to issue to you any Common Stock.

(c) In the event the Company’s (or an Affiliate’s) obligation to withhold arises prior to the issuance to you of Common Stock or it is determined after the issuance of Common Stock to you that the amount of the Company’s withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

11. UNSECURED OBLIGATION. This Award is unfunded, and as a holder of vested RSUs, you will be considered an unsecured creditor of the Company with respect to the Company’s obligation, if any, to issue shares of Common Stock or other property pursuant to this Agreement.

12. STOCKHOLDER RIGHTS. You will not have voting or any other rights as a stockholder of the Company with respect to the shares of Common Stock to be issued pursuant to this Award until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

13. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company’s policy permitting certain individuals to sell shares of Common Stock only during certain “window” periods in effect from time to time and the Company’s insider trading policy.

14. NOTICES. Any notices provided for in this Agreement or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any

documents related to this Award or participation in the Plan by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. GOVERNING PLAN DOCUMENT. This Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Except as otherwise expressly provided in the Grant Notice or this Agreement, in the event of any conflict between the terms in the Grant Notice or this Agreement and the terms of the Plan, the terms of the Plan will control.

16. SEVERABILITY. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this Award will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

18. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Delaware without regard to such state's conflicts of laws rules.

19. AMENDMENT. Any amendment to this Agreement must be in writing, signed by a duly authorized representative of the Company, and is subject to Section 2(b)(viii) of the Plan; *provided, however*, that notwithstanding anything in the Plan to the contrary, the Board reserves the right to amend this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant as a result of any change in applicable laws or regulations or any future law, regulation, interpretation, ruling, or judicial decision.

20. TAX CONSEQUENCES. The Company has no duty or obligation to minimize the tax consequences to you of this Award and will not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by accepting this Award, you have agreed that you have done so or knowingly and voluntarily declined to do so.

21. DATA PRIVACY.

(a) You explicitly and unambiguously acknowledge and consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, your employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that the Company, its Affiliates and your employer hold certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social security number (or other identification number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, managing and administering the Plan ("*Data*"). You understand that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, in particular in the US, and that the recipient country may have different data privacy laws providing less protections of your personal data than your country. You may request a list with the names and addresses of any potential recipients of the Data by contacting the stock plan administrator at the Company (the "*Stock Plan Administrator*"). You acknowledge that the recipients may receive, possess, process, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired

upon the vesting of your Award. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Stock Plan Administrator in writing.

(b) For the purposes of operating the Plan in the European Union, Switzerland and the United Kingdom, the Company will collect and process information relating to you in accordance with the privacy notice from time to time in force.

22. LANGUAGE. You acknowledge that you are sufficiently proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement, or any other document related to this Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

23. FOREIGN ASSET/ACCOUNT, EXCHANGE CONTROL AND TAX REPORTING. You may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from your participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside your country. The applicable laws in your country may require that you report such accounts, assets and balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your responsibility to be compliant with such regulations and you are encouraged to consult with your personal legal advisor for any details.

24. APPENDIX. Notwithstanding any provisions in this Agreement, your Award shall be subject to the special terms and conditions for your country set forth in the Appendix attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

25. MISCELLANEOUS.

(a) The rights and obligations of the Company under this Award will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of this Award.

(c) You acknowledge and agree that you have reviewed this Award in its entirety, have had an opportunity to obtain the advice of your own personal tax, legal and financial advisors prior to executing and accepting this Award, and fully understand all provisions of this Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

(d) This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

(International)

This Restricted Stock Unit Award Agreement will be deemed to be accepted by you upon your acceptance of the Restricted Stock Unit Award Grant Notice to which it is attached.

APPENDIX

This Appendix includes special terms and conditions that govern the Award granted to you under the Plan if you reside and/or work in any country listed below.

The information contained herein is general in nature and may not apply to your particular situation, and you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer employment and/or residency to another country after the Date of Grant, are a consultant, change employment status to a consultant position, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you. References to your employer shall include any entity that engages your services.

AUSTRALIA

Breach of Law. Notwithstanding anything else in the Plan or the Agreement, you will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Australian Corporations Act 2001 (Cth) (“*Corporations Act*”), any other provision of the Corporations Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Company is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

Securities Law Information. This offer is being made under Division 1A, Part 7.12 of the Corporations Act.

Please note that if you offer your shares of Common Stock for sale to a person or entity resident in Australia, your offer may be subject to disclosure requirements under Australian law. Please obtain legal advice on your disclosure obligations prior to making any such offer.

Tax Information. This Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Data Privacy. Section 21 of the Agreement (Data Privacy) is deleted and replaced with the following:

You explicitly and unambiguously consent to the collection, holding, use and disclosure, in electronic or other form, of your personal information (as that term is defined in the Privacy Act 1988 (Cth)) as described in this document by and among, as applicable, your employer, the Company and its Affiliates for the purpose of implementing, administering and managing your participation in the Plan. You understand that the Company, its Affiliates and your employer hold certain personal information about you, including, but not limited to, name, home address and telephone number, email address and other contact details, date of birth, tax file number (or other identification number), salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all options or any other entitlement to shares of Common Stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, managing and administering the Plan (“*Data*”). The collection of this information may be required for compliance with various legislation, including the Corporations Act 2001 (Cth) and applicable taxation legislation. You understand that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Australia or elsewhere, in particular in the United States, and that the recipient country may have different data privacy laws providing less protection of your personal data than your country. You may request a list with the names and addresses of any potential recipients of the Data by contacting the stock plan administrator at the Company (the “*Stock Plan Administrator*”). You authorize the recipients to collect, hold, use and disclose the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party (that may or may not be located in Australia or elsewhere) with whom you may elect to deposit any shares of the Common Stock acquired upon the vesting of the Award. You understand that Data will be held only as long as is necessary to

implement, administer and manage your participation in the Plan or for the period required by law, whichever is the longer. You may, at any time, refuse or withdraw the consents herein, in any case without cost, by contacting the Stock Plan Administrator in writing. You understand that refusing or withdrawing consent may affect your ability to participate in the Plan. You acknowledge that further information on how your employer, the Company and its Affiliates collect, hold, use and disclose Data and personal information (and how you can access, correct or complain about the handling of that Data or personal information by your employer, the Company and its Affiliates) can be found at www.enphase.com, in the privacy policies of your employer, the Company and its Affiliates or the manager of the Plan (as applicable).

AUSTRIA

Exchange Control Information. If you hold shares of Common Stock obtained under the Plan or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, you may be required to submit reports to the Austrian National Bank on a quarterly and/or annual basis if certain thresholds are met or exceeded. The quarterly reporting date is as of the last day of the respective quarter; the deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

When shares of Common Stock are sold, you may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside of Austria. If the transaction volume of all your accounts abroad meets or exceeds EUR €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.

BELGIUM

Foreign Asset/Account Reporting. Belgian residents are required to report any security (e.g., shares of Common Stock acquired under the Plan) or bank account established outside of Belgium on their annual tax return. In a separate report, Belgian residents are also required to provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which any such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium. Belgian residents should consult with their personal tax advisors to determine their personal reporting obligations.

Stock Exchange Tax. A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax likely will apply when the shares of Common Stock are sold. You should consult with your personal tax advisor for additional details on your obligations with respect to the stock exchange tax.

BRAZIL

Compliance with the Law. By accepting the Award, you acknowledge your agreement to comply with applicable Brazilian laws and to pay any and all applicable Withholding Taxes.

Nature of Grant. The following provision supplements Section 9 (Award not a Service Contract) of the Agreement:

By accepting the Award, you agree that: (i) you are making an investment decision; and (ii) the value of the shares of Common Stock is not fixed and may increase or decrease over the vesting period without compensation to you. You understand that the Award is granted to you by the Company and does not constitute part of your normal compensation or salary. You further understand that the Award was granted by the Company as a one-time benefit.

Exchange Control Information. If you hold assets and rights outside Brazil with an aggregate value exceeding USD \$1,000,000, you will be required to prepare and submit to the Central Bank of Brazil an annual declaration of such assets and rights, including: (i) bank deposits; (ii) loans; (iii) financing transactions; (iv) leases; (v) direct

investments; (vi) portfolio investments, including shares of Common Stock acquired under the Plan; (vii) financial derivatives investments; and (viii) other investments, including real estate and other assets. Please note that foreign individuals holding Brazilian visas are considered Brazilian residents for purposes of this reporting requirement and must declare at least the assets held abroad that were acquired subsequent to the date of admittance as a resident of Brazil. Individuals holding assets and rights outside Brazil valued at less than USD \$1,000,000 are not required to submit a declaration. Individuals holding assets and rights outside Brazil valued at more than USD \$100,000,000 are required to submit a quarterly declaration.

CANADA

Grant of the Award. Notwithstanding any other provision governing your Award, except as set forth below under “Withholding Obligations”, the Company may not issue you the cash equivalent of Common Stock, in part or in full satisfaction of the delivery of Common Stock upon vesting of your Award.

Data Privacy. The following provision supplements Section 21 of the Agreement (Data Privacy):

You hereby authorize the Company and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company, any Affiliates and any stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. You further authorize the Company and any Affiliates to record such information and to keep such information in your employee file.

French Language Documents. The following provision replaces Section 22 of the Agreement (Language) in its entirety:

A French translation of the Agreement will be made available to you upon request. You understand that, from time to time, additional information related to your Award may be provided in English and such information may not be immediately available in French. However, upon request, the Company will provide a translation of such information into French as soon as reasonably practicable. Unless you indicate otherwise, the French translation of the Plan and the Agreement will govern your participation in the Plan.

Continuous Service. Notwithstanding anything else in the Plan or the Agreement, your Continuous Service will be deemed to end on the date when you cease to be actively providing services to the Company or an Affiliate, regardless of whether the cessation of your employment was lawful, and shall not include any period of statutory, contractual, common law, civil law or other reasonable notice of termination of employment or any period of salary continuance or deemed employment. As a result, if you receive notice of termination for a reason other than Cause, and the Company or its Affiliate does not require you to continue to attend at work and elects to provide you with a payment in lieu of notice, your Continuous Service will end on the date you receive such notice, as opposed any later date when severance payments to you cease.

Employment Matters. The definition of “Cause” is modified such that the following supplements the existing definition in the Plan:

“**Cause**” will have the meaning ascribed to such term in any written agreement between a Participant and the Company or an Affiliate defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of one or more of the following events that has a material negative impact on the business or reputation of the Company or an Affiliate: (i) any willful, material violation by the Participant of any law or regulation applicable to the business of the Company or an Affiliate; (ii) the Participant’s conviction for, or guilty plea to, a felony or a crime involving moral turpitude, or any willful perpetration by the Participant of a common law fraud; (iii) the Participant’s commission of an act of personal dishonesty which involves personal profit in connection with the Company, an Affiliate, or any other entity having a business relationship with the Company or an Affiliate; (iv) any material breach by the Participant of any provision of any agreement or understanding between the Company or an Affiliate and the Participant regarding the terms of the Participant’s service as an employee, officer, director or consultant to the Company or an Affiliate, including without limitation, the willful and

continued failure or refusal of the Participant to perform the material duties required of the Participant as an employee, officer, director or consultant to the Company or an Affiliate, other than as a result of having a Disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between the Company or an Affiliate and the Participant; (v) the Participant's disregard of the policies of the Company or an Affiliate so as to cause loss, damage or injury to the property, reputation or employees of the Company or an Affiliate; (vi) any other misconduct by the Participant which is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, the Company or an Affiliate; or (vii) any other serious act or omission that amounts to just cause at law. The determination that a termination of a Participant's Continuous Service is either for Cause or without Cause will be made by the Company, in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by the Participant will have no effect upon any determination of the rights or obligations of the Company or the Participant for any other purpose.

No Fractions. No fractional shares of Common Stock shall be issued under the Agreement and no cash amount shall be payable in respect thereof.

Voluntary Participation. Your participation in the Plan is voluntary, and you acknowledge and agree that you have not been induced to enter into the Agreement or acquire any Award or shares of Common Stock by expectation of employment, engagement or appointment or continued employment, engagement or appointment.

Securities Law Information.

The definition of "Affiliate" is modified such that the following supplements the existing definition in the Plan:

For purposes of issuances of securities under the Plan to Directors, Employees and Consultants in Canada, an Affiliate means a person (which includes a corporation) that controls the Company or is controlled by the Company or is controlled by the same person that controls the Company. For this purpose, a person (first person) is considered to control a person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of ownership of or direction over voting securities in the second person (over 50%); or a written agreement or indenture.

The definition of "Consultant" is modified such that the following supplements the existing definition in the Plan:

For purposes of issuances of securities under the Plan to Consultants in Canada, a Consultant means a person, other than an employee, executive officer or director of the Company or an Affiliate that (a) is engaged to provide services to the Company or an Affiliate, other than services provided in relation to a distribution; (b) provides the services under a written contract with the Company or an Affiliate; and (c) spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate and includes (d) for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner, and (e) for a consultant that is not an individual, an employee, executive officer, or director of the consultant, provided that the individual employee, executive officer, or director spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate.

You understand that you are permitted to sell the shares of Common Stock acquired pursuant to any Awards, provided that the Company is a "foreign issuer" that is not a public company in any jurisdiction of Canada and the sale of the shares of Common Stock acquired pursuant to the Plan takes place: (i) through an exchange, or a market, outside of Canada on the distribution date; or (ii) to a person or company outside of Canada. For purposes hereof, in addition to not being a reporting issuer in any jurisdiction of Canada, a "foreign issuer" is an issuer that: (i) is not incorporated or existing pursuant to the laws of Canada or any jurisdiction of Canada; (ii) does not have its head office in Canada; and (iii) does not have a majority of its executive officers or directors ordinarily resident in Canada. If any designated broker is appointed under the Plan, you shall sell such securities through the designated broker.

Foreign Asset/Account Reporting Information. Canadian residents are required to report any foreign property on form T1135 (Foreign Income Verification Statement) if the total cost of their foreign property exceeds a certain threshold at any time in the year. It is your responsibility to comply with these reporting obligations, and you should consult with your own personal tax advisor in this regard.

Withholding Obligations. Section 10(a) of the Agreement (Tax Withholding Obligations) is deleted and replaced with the following (which shall apply in the case of any inconsistencies with Section 8(h) of the Plan):

On or before the time you receive a distribution of the shares of Common Stock underlying your RSUs, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you agree to make adequate arrangements satisfactory to the Company or adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding and source deduction obligations of the Company or any Affiliate that arise in connection with your Award (the “**Withholding Taxes**”). To the extent you fail to make such arrangements, you hereby authorize the Company or any Affiliate to satisfy all or any portion of the Withholding Taxes obligation relating to your Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company or an Affiliate; or (ii) permitting you to enter into a “same day sale” commitment, if applicable, with a broker-dealer (subject to your written consent) whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your RSUs to satisfy the Withholding Taxes and whereby the broker-dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company or its Affiliates. However, the Company does not guarantee that you will be able to satisfy the Withholding Taxes through any of the methods described in the preceding provisions and in all circumstances you remain responsible for timely and full satisfaction of the Withholding Taxes.

FRANCE

Language Consent. By accepting the Award, you confirm having read and understood the documents related to the Award (the Plan and the Agreement) which were provided in the English language. You accept the terms of these documents accordingly.

***Consentement à la Langue Utilisée.** En acceptant l’attribution de droits sur des actions assujettis à restrictions (Award, l’ « Attribution de RSU »), vous confirmez avoir lu et compris les documents relatifs à l’attribution (le Plan et le Contrat d’Attribution de RSU) qui ont été remis en anglais. Vous acceptez les termes de ces documents en connaissance de cause.*

Foreign Asset/Account Reporting Information. If you hold cash or shares of Common Stock outside of France or maintain a foreign bank or brokerage account (including accounts that were opened and closed during the tax year), you are required to report such assets and accounts to the French tax authorities on an annual basis on a specified form, together with your income tax return. Failure to complete this reporting can trigger significant penalties.

Exchange Control Information. Cross-border payments towards or from another EU member in excess of EUR €10,000 must be reported to the French Custom Authorities. However, this reporting obligation does not apply to wire transfers made via banks or financial institutions. So, provided all money transfers in relation to the Award will be made through banks or financial institutions, this reporting obligation should not apply to money transfers in relation to the Award.

GERMANY

Securities Disclaimer. The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in Germany.

Exchange Control Information. Cross-border payments in excess of EUR €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). In the event that you make or receive a payment in excess of this amount, you are required to report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available via Bundesbank’s website (www.bundesbank.de).

Tax Reporting. You must report and pay any capital gains tax liability that arises in connection with the sale of shares of Common Stock acquired under the Plan. In general the statutory deadline of filing annual income tax returns for taxpayers is 31 July of the calendar year following the respective fiscal year. Payment periods of due tax amounts are determined in view of the competent tax office. You should consult with your personal tax advisor to ensure that you are properly complying with applicable reporting requirements in Germany.

INDIA

Vesting Restriction. The following supplements the Agreement.

You must comply at the time of vesting with applicable laws and regulations of India, including but not limited to the Foreign Exchange Management Act, 1999 of India and the rules, regulations and amendments thereto (“*FEMA*”). Upon acquisition of shares of Common Stock under the Plan, you will not be required to immediately sell those shares of Common Stock. However, should you subsequently sell the shares of Common Stock purchased under the Plan, you acknowledge your obligation and agree to: (i) repatriate any proceeds from the sale of shares of Common Stock acquired under the Plan (or the receipt of any dividends to India) within 90 days of the date of sale; and (ii) obtain a foreign inward remittance certificate (“*FIRC*”) from the bank in which you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation. It is your responsibility to comply with these requirements. Neither the Company nor the employer will be liable for any fines or penalties resulting from your failure to comply with any applicable laws.

Further, the Plan and the corresponding documents have neither been delivered for registration nor are they intended to be registered with any regulatory authorities in India. These documents are not intended for distribution and are meant solely for the consideration of the person to whom they are addressed and should not be reproduced by you.

ISRAEL

Tax Withholding Obligation. You understand and agree that Israel law imposes a tax withholding obligation on the Company or its Affiliates at the time of settlement of an award granted to a non-employee of the Company or its Affiliate, based upon the value of the shares of Common Stock at the time of settlement, and that upon such settlement you will be required to make provision for payment to the Company of any such mandatory tax withholding requirements to the satisfaction of the Company, as a condition for settlement of the Award and issuance of shares of Common Stock.

Immediate Sale Restriction. If you do not put the Company in funds to satisfy the mandatory tax withholding obligations applicable on settlement of the Award in a manner satisfactory to the Board:

- i. you understand and agree that if the shares of Common Stock are publicly traded at the time of such settlement, any shares of Common Stock issued to you upon the settlement of your Award will be immediately sold in order to satisfy the mandatory tax withholding requirements, unless you have otherwise made provision for payment of such tax withholding requirements to the satisfaction of the Company;
- ii. you agree that the Company is authorized to instruct its designated broker to assist with the sale of such shares of Common Stock (on your behalf pursuant to this authorization), and you expressly authorize the Company’s broker to complete the sale of such shares of Common Stock;
- iii. you also agree to sign any agreements, forms and/or consents that may be requested by the Company (or the broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with the Company with respect to such matters;
- iv. you acknowledge that the broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price; and

- v. upon the sale of the shares of Common Stock, the Company agrees to pay the cash proceeds from the sale (less an amount in respect of any applicable withholding tax liability, brokerage fees or commissions) to you.

Securities Law Notification. The grant of the Award does not constitute a public offering under the Securities Law, 1968.

ITALY

Plan Document Acknowledgement. By accepting the Award, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement.

You acknowledge that you have read and specifically and expressly approve the following sections of the Agreement: 9 (Award not a Service Contract); 10 (Tax Withholding Obligations); 16 (Severability); 18 (Choice of Law); 21 (Data Privacy); 22 (Language); and this Appendix.

Foreign Asset/Account Reporting Information. If you are an Italian resident and, during any fiscal year, hold investments or financial assets outside of Italy (*e.g.*, cash, shares of Common Stock) which may generate income taxable in Italy (or if you are the beneficial owner of such an investment or asset even if you do not directly hold the investment or asset), you are required to report such investments or assets on your annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if you are not required to file a tax return).

Foreign Financial Assets Tax. The fair market value of any shares of Common Stock held outside of Italy is subject to a foreign assets tax. Financial assets include shares of Common Stock acquired under the Plan. The taxable amount will be the fair market value of the financial assets assessed at the end of the calendar year. *You should consult with your personal tax advisor about the foreign financial assets tax.*

MEXICO

No Entitlement or Claims for Compensation. These provisions supplement Section 9 (Award Not A Service Contract) of the Agreement that clarify that the grant, vesting or settlement of your Award does not give you a right to continued service/employment with your employer.

Modification. By accepting the grant of an Award, you understand and agree that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of your employment with your employer, as this benefit derives from a commercial relationship between you and the Company.

Policy Statement. The grant of the Award by the Company under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability. Under such scenario, is it expressly agreed by you that such situation would not be deemed as impacting your employment relationship with your employer in any way.

The Company, with registered offices at 47281 Bayside Parkway, Fremont, California 94538, United States of America, is solely responsible for the administration and participation in the Plan and the acquisition of shares of Common Stock does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis and your sole employer is a subsidiary of the Company ("**Employer**"), nor does it establish any rights between you and the Employer as the latter does not sponsor, contribute to, make any payment, grant any Award or have any relationship with the Plan, the Agreement and/or the Award, all of which are sponsored solely and exclusively by the Company which is the only party responsible for the contribution of any amount pursuant to the Plan and/or the Agreement and the only party responsible for making any payment or granting any Awards thereunder. Pursuant to the foregoing, you expressly agree and recognize for all legal purposes that your participation in the Plan, and any benefit associated therewith shall not be construed as being part of, derived from, or in any way related to the employment relationship that you may have with the Employer. As a result, the Award would not be considered for salary integration purposes, on the

understanding that only those benefits that are directly covered by the Employer as a result of the employment relationship can be considered for this purpose, which is not the case in respect of the Award.

Plan Document Acknowledgment. By accepting the grant of an Award, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement.

In addition, by signing the Agreement, you further acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 9 of the Agreement (Award Not A Service Contract) that clarify that the grant, vesting or settlement of an Award does not give you a right to continued service/employment with the Employer, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither the Company nor any Affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the Award.

Finally, you hereby declare that you do not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of your participation in the Plan and therefore you also grant a full and broad release to the Employer, the Company and any Affiliate with respect to any claim that may arise under the Plan.

Tax obligations. By accepting the grant of the Award and signing the Grant Notice, you acknowledge that it is your responsibility to review and confirm the tax effects that may be generated or derived from this acceptance, with your tax advisors.

You also acknowledge that you are aware that any tax triggered or derived from the granting and/or vesting of the Award shall be recognized in the monthly and annual income tax return or returns that shall be filed pursuant to Mexican law and the corresponding income tax payment shall be properly, duly and timely paid, if any. It is your sole obligation to provide to your Employer, no later than 15 days after such payment was due, the evidence of the applicable monthly and annual income tax returns filed and the payment of applicable taxes.

Notwithstanding the foregoing, if your Employer is obliged to withhold the corresponding tax pursuant to applicable law, depending on the payment method of the vested Award, your Employer will provide you with a notice, no later than 5 days after the vesting of your Award, informing you that your Employer will make the corresponding withholdings, which would substitute your obligations to make a direct filing of the monthly income tax return and the corresponding payment.

Termination of Continuous Service. By accepting the grant of an Award and signing the Grant Notice, you acknowledge that you have read and specifically and expressly approved the terms and conditions in Section 6(b)(v) of the Plan (Termination of Continuous Service) that clarify that if your Continuous Service with the Employer terminates for any reason, any portion of your Award that has not vested will be forfeited upon such termination and you will have no further right, title or interest in the Award, the shares of Common Stock issuable pursuant to the Award, or any consideration in respect of the Award.

In addition, by signing the Agreement, you further acknowledge and agree that for the purposes of the Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing services to the Employer (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and your right to vest in the Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); and the Plan Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the Award (including whether you may still be considered to be providing services while on a leave of absence).

Language. You acknowledge that you are sufficiently proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so that you have a complete and accurate understanding of each and every one of the terms and conditions of the Plan, the Agreement and the Grant Notice. If you have received the Plan, the Agreement, the Grant Notice, or any other document related to this Award translated into a language other than English and if the meaning of the translated version is different than the English version, you expressly agree that the English version will control.

Spanish Translation

Renuncia de Derechos o Reclamos por Compensación. *Estas disposiciones complementan la Sección 9 del Contrato, la cual aclara que el otorgamiento, conclusión del período para hacer exigible (vesting) o la liquidación de su “Award” no le dan derecho a continuar con sus servicios/relación con el Empleador.*

Modificación. *Al aceptar el otorgamiento de su “Award”, usted entiende y está de acuerdo que cualquier modificación del Plan o del Contrato, o su terminación, no constituirá un cambio o impedimento de los términos y condiciones de su relación de trabajo con el Empleador, toda vez que este beneficio deriva de una relación comercial entre usted y la Compañía.*

Declaración de Política. *El otorgamiento de su “Award” por la Compañía, en virtud del Plan, es unilateral y discrecional y, por lo tanto, la Compañía se reserva el derecho absoluto de modificar y discontinuar el mismo en cualquier tiempo, sin responsabilidad alguna. Bajo este supuesto, queda expresamente aceptado por usted que dicha situación no podrá ser interpretada como un impacto sobre su relación de trabajo con el Empleador de ninguna manera.*

La Compañía, Enphase Energy, Inc., con oficinas ubicadas en 47281 Bayside Parkway, Fremont, California 94538, Estados Unidos de Norteamérica, es únicamente responsable de la administración del Plan y de la participación en el mismo, y la adquisición de Acciones Ordinarias no establece, de forma alguna, una relación de trabajo entre usted y la Compañía, ya que su participación en el Plan es completamente de naturaleza comercial y su único empleador es una subsidiaria de la Compañía (“Empleador”), así como tampoco establece ningún derecho entre usted y el Empleador, toda vez que éste no patrocina, contribuye, hace pago alguno, otorga ninguna gratificación o compensación o tiene ninguna relación con el Plan, el Contrato y/o su “Award”, los cuales son patrocinados única y exclusivamente por la Compañía, la cual es la única parte responsable de contribuir cualesquiera montos en términos del Plan y/o el Contrato y es la única parte responsable de realizar cualesquiera pagos u otorgar cualquier gratificación o compensación en términos del Plan, el Contrato y/o su “Award”. En términos de lo anterior, usted expresamente reconoce y está de acuerdo que, para todos los efectos legales a los que haya lugar, no se entenderá que su participación en el Plan, así como cualquier beneficio que derive del mismo, son parte, derivan de o están relacionados de cualquier forma con la relación laboral que usted pueda tener con el Empleador. En consecuencia, el “Award” no será considerado para efectos de integración salarial, en el entendido de que sólo aquellas prestaciones que el Empleador cubre directamente, con motivo de la relación laboral, pueden ser consideradas para tal efecto, lo cual no sucede en el caso del “Award”.

Reconocimiento del Documento del Plan. *Al aceptar el otorgamiento de un “Award”, usted reconoce que ha recibido una copia del Plan, ha revisado el mismo, así como el Contrato, en su totalidad y que ha entendido y aceptado completamente todas las disposiciones contenidas en el Plan y en el Contrato.*

Adicionalmente, al firmar el Contrato, reconoce que ha leído, y que está de acuerdo, específica y expresamente, con los términos y condiciones contenidos en la Sección 9 del Contrato (“Award Not A Service Contract”) en el cual se aclara que el otorgamiento, conclusión del período para hacer exigible (vesting) o la liquidación de su “Award”, no le dan derecho a la continuación de sus servicios/relación con el Empleador, y donde además se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por la Compañía de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía, ni cualquier Filial son responsables por cualquier disminución en el valor de las Acciones Ordinarias subyacentes a su “Award”.

Finalmente, usted declara que no se reserva ninguna acción o derecho para interponer cualquier demanda en contra de la Compañía por cualquier compensación y/o daño o perjuicio alguno, como resultado de su

participación en el Plan y, en consecuencia, otorga también el más amplio finiquito al Empleador, así como a la Compañía y cualquier Filial con respecto a cualquier demanda que pudiera originarse en virtud del Plan.

Obligaciones fiscales. Al aceptar el otorgamiento del “Award” y al firmar el Aviso de Otorgamiento, usted reconoce que es su responsabilidad revisar y confirmar con sus asesores fiscales, los efectos fiscales que pudieran derivarse como consecuencia de esta aceptación.

Usted también reconoce que es de su conocimiento que cualquier impuesto generado por el otorgamiento y ejecución de su “Award” deberán ser reconocidos en su declaración o declaraciones mensuales y anuales de impuestos sobre la renta que deberán ser presentadas conforme a la ley aplicable y, el impuesto sobre la renta correspondiente, si hubiera alguno, deberá ser pagado en tiempo y forma. Es su obligación personal entregar a su Empleador, dentro de los 15 días siguientes contados a partir de la fecha límite para efectuar dicho pago, la documentación aplicable que compruebe la presentación de su declaración mensual provisional de impuestos sobre la renta, así como el pago de los impuestos aplicables.

No obstante, en caso de que su Empleador estuviese obligado a efectuar la retención de impuestos correspondiente, dependiendo del método de pago del “Award”, su Empleador le proporcionará una notificación, dentro de los 5 días siguientes a partir del ejercicio del “Award”, con la intención de informarle que su Empleador realizará la retención de impuesto sobre la renta, la cual sustituirá su obligación de la presentación directa de la declaración mensual provisional de impuesto sobre la renta y el pago de impuestos correspondiente.

Terminación de Servicio Continuo. Al aceptar el otorgamiento de un “Award” y firmar el Aviso de Otorgamiento, usted reconoce que ha leído y que esta de acuerdo, específicamente y de manera expresa, con los términos y condiciones de la Sección 6(b)(v) del Plan (“Termination of Continuous Service”) la cual aclara que si su Servicio Continuo con el Empleador termina por cualquier razón, cualquier porción de su “Award” que no haya completado el período para ser exigible (vesting) se perderá al momento de dicha terminación y usted no tendrá ningún derecho, título o interés en relación al “Award”, las Acciones Ordinarias que pudieran emitirse en virtud del “Award” o cualquier otra forma de compensación en relación al “Award”.

Adicionalmente a lo anterior, al firmar el Contrato, usted reconoce y está de acuerdo que, para efectos de su “Award”, su Servicio Continuo se considerará terminado en la fecha en la cual usted deje de prestar servicios activos al Empleador (sin importar la razón de dicha terminación o si se determina en cualquier momento que dicha terminación es inválida o violatoria a las leyes laborales de la jurisdicción donde usted preste sus servicios o los términos de su contrato de trabajo, en caso de que sea aplicable) y que su derecho a hacer exigible (vest) su “Award” en los términos del Plan, en caso de que sea aplicable, terminará a partir de dicha fecha y no se extenderá por cualquier período de aviso previo a la terminación, de suspensión (garden leave) o cualquier período similar que sea aplicable en términos de las leyes laborales de la jurisdicción donde usted preste sus servicios o los términos de su contrato de trabajo, en caso de que sea aplicable, así como que el Administrador del Plan tendrá la discreción exclusiva para determinar el momento a partir del cual usted no esté prestando servicios activamente para efectos de su “Award” (así como para determinar si se considerará que usted está prestando servicios durante un período de ausencia [leave of absence]).

Idioma. Usted reconoce dominar y conocer el idioma inglés lo suficiente, o en su defecto, que ha consultado con un asesor que domina y conoce el idioma inglés lo suficiente para que usted tenga un entendimiento completo y preciso de todos y cada uno de los términos y condiciones del Plan, del Contrato y del Aviso de Otorgamiento. Si usted ha recibido una copia del Plan, el Acuerdo, el Aviso de Otorgamiento o cualquier otro documento relacionado con su “Award” traducido a cualquier idioma que no sea inglés y si en su caso el significado de dicha traducción es distinto al de la versión en inglés, usted acepta expresamente que la versión en inglés prevalecerá.

NETHERLANDS

Prohibition Against Insider Trading. You should be aware of the Dutch insider trading rules, which may affect the sale of shares of Common Stock acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. You are advised to read the discussion carefully to determine whether the insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult

with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

Dutch securities laws prohibit insider trading. The rules and regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht* or *Wft*) and in section 2 of the Market Abuse Decree (*Besluit marktmisbruik Wft*). For further information, you are referred to the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insiderdealing.ashx>.

Given the broad scope of the definition of inside information, certain participants may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into this Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledge that it is your responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer. The grant of the Award is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

NEW ZEALAND

Grant of the Award. This Award is made, as applicable, in accordance with clause 8 of Schedule 1 of the Financial Markets Conduct Act 2013 (NZ) or the Financial Markets Conduct (Employee Share Purchase Schemes) Exemption Notice 2016 (“*Employee Offer Laws*”). For the purposes of the Employee Offer Laws, this Award is only made to and may only be accepted by persons qualifying as ‘eligible persons’ or ‘eligible investors’. Consequently, a Consultant will only be eligible to be offered an RSU in New Zealand if that Consultant provides personal services (other than as an employee) principally to the Company or any of its Affiliates. Further, any Employee, Director or Consultant of an Affiliate, will only be eligible for an Award of RSUs if such Affiliate is a ‘subsidiary’ within the meaning of the Financial Markets Conduct Act 2013 (NZ).

Description of the Plan. For the purposes of the Employee Offer Laws, a description of the Plan is contained in the prospectus for the Plan, which will be provided to Participants with this Agreement.

Securities Law Information and Warning. This is an offer of RSUs and shares of Common Stock should your RSUs vest in accordance with the terms of this Agreement and the Plan. The shares of Common Stock, if issued, will give you a stake in the ownership of the Company. You may receive a return if dividends are paid on the shares of Common Stock, if issued.

If the Company runs into financial difficulties and is wound up, you will be paid only after all creditors and have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

The shares of Common Stock are quoted on NASDAQ. This means you may be able to sell them on NASDAQ if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

Prior to the vesting of any RSUs and subsequent issue of shares of Common Stock, you will not have any rights of ownership with respect to the shares of Common Stock to be issued once an RSU vests or any other right arising out of ownership of shares of Common Stock, such as voting rights or dividend rights.

RSUs are not quoted and, subject to the laws of wills, descent and distribution, no interest in any RSU may be transferred (legally or beneficially), pledged, assigned, hypothecated, donated, encumbered, sold or otherwise

disposed of, including in respect of shares of Common Stock before they are issued. Once shares of Common Stock are issued these restrictions do not apply and you may sell them (including on NASDAQ) subject to the Company's insider trading policy and all other applicable laws (e.g. insider trading laws).

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

Financial Information: For a copy of the Company's most recent annual report, financial statements (and, where applicable, a copy of the auditor's report on those financial statements), as well as information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion on the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's website at <https://investor.enphase.com/index.php/financial-information>. You are also entitled to request a copy of these documents from the Company's legal department free of charge by email to legal@enphaseenergy.com.

Award Not a Service Contract. The following supplements Section 9(c) of the Agreement (Award not a Service Contract):

By accepting your Award, you acknowledge, understand and agree that the Plan, this Agreement and all supporting documentation does not form part of the terms and conditions of your employment.

Data Privacy. Section 21 of the Agreement (Data Privacy) is deleted and replaced with the following:

You explicitly and unambiguously consent to the collection, holding, use and disclosure, in electronic or other form, of your personal information (as that term is defined in the Privacy Act 2020) as described in this document by and among, as applicable, your employer, the Company and its Affiliates for the purpose of implementing, administering and managing your participation in the Plan. You understand that the Company, its Affiliates and your employer hold certain personal information about you, including, but not limited to, name, home address and telephone number, email address and other contact details, date of birth, IRD number (or other identification number), salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all options or any other entitlement to shares of Common Stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, managing and administering the Plan ("**Data**"). The collection of this information may be required for compliance with various legislation, including the Companies Act 1993 and applicable taxation legislation. You understand that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in New Zealand or elsewhere, in particular in the United States, and that the recipient country may have different data privacy laws providing less protection of your personal data than your country. You may request a list with the names and addresses of any potential recipients of the Data by contacting the stock plan administrator at the Company (the "**Stock Plan Administrator**"). You authorize the recipients to collect, hold, use and disclose the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party (that may or may not be located in New Zealand or elsewhere) with whom you may elect to deposit any shares of the Common Stock acquired upon the vesting of the Award. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan or for the period required by law, whichever is the longer. You may, at any time, refuse or withdraw the consents herein, in any case without cost, by contacting the Stock Plan Administrator in writing. You understand that refusing or withdrawing consent may affect your ability to participate in the Plan. You acknowledge that further information on how your employer, the Company and its Affiliates collect, hold, use and disclose Data and personal information (and how you can access, correct or complain about the handling of that Data or personal information by your employer, the Company and its Affiliates) may be obtained from your employer, the Privacy Officer, the Company and its Affiliates or the manager of the Plan (as applicable).

Tax Withholding Obligations. The following provisions supplement Section 10 of the Agreement (Tax Withholding Obligations):

In respect of an issuance of shares of Common Stock made to you under the Plan, you understand and agree that (unless otherwise advised by the Company to you): (i) the Company will not, nor will any Affiliate or your employer, withhold or otherwise pay tax in respect of the issuance; and (ii) you are personally responsible for meeting any and all New Zealand taxes arising in respect of the Common Stock you acquire under the Plan.

In the event that your Award is settled in cash, tax will be withheld from that payment by your employer under New Zealand's pay as you earn (PAYE) regime.

POLAND

Exchange Control Information. If you maintain bank or brokerage accounts holding cash and foreign securities (including shares of Common Stock) outside of Poland, you will be required to report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds PLN 7,000,000. If required, such reports must be filed on special forms available on the website of the National Bank of Poland. You should consult with your personal legal advisor to determine whether you will be required to submit reports to the National Bank of Poland.

Further, you acknowledge that any transfer of funds in excess of PLN 15,000 into or out of Poland must be effected through a bank account in Poland. You understand that you are required to store all documents connected with any foreign exchange transactions you engage in for a period of five years, as measured from the end of the year in which such transaction occurred.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

Language Consent. By accepting the Award, you acknowledge that you are proficient in reading and understanding English, and have read and acknowledge that you have fully understood the terms of the documents related to the grant (the Grant Notice, the Agreement, and the Plan), which were provided in the English language. You accept the terms of these documents accordingly.

Consimtământ cu privire la limba. Prin acceptarea Acordării, confirmați că aveți un nivel adecvat de cunoaștere în ce privește citirea și înțelegerea limbii engleze, și ați citit și confirmați că ați înțeles pe deplin termenii documentelor referitoare la acordare (anuntul, Acordul și Planul), care au fost furnizate în limba engleză. Acceptați termenii acestor documente în consecință.

Exchange Control Information. You are generally not required to seek authorization from the National Bank of Romania to participate in the Plan or to open and operate a foreign bank account to receive any proceeds under the Plan. However, you may be required to provide the Romanian bank to which you transfer any proceeds under the Plan with appropriate documentation regarding the source of income. *You should consult your personal legal advisor to ensure compliance with applicable reporting requirements.*

SOUTH AFRICA

Responsibility for Taxes. By accepting the Award, you agree that, immediately upon vesting and settlement of the RSUs, you will notify your employer of the amount of any gain realized. If you fail to advise your employer of the gain realized upon vesting and settlement, you may be liable for a fine. You will be solely responsible for paying any difference between the actual tax liability and the amount withheld by your employer.

Deemed Acceptance. Pursuant to Section 96 of the Companies Act 2008 (the “*Companies Act*”), the RSU offer must be finalized within a set period of time following the date it is communicated to you. If you do not want to accept the RSU offer, you are required to decline the RSUs no later than 90 days following the date it is

communicated to you. If you do not reject the RSU offer within 90 days following the date it is communicated to you, then you will be deemed to accept the RSU offer.

Securities Law Information. Neither the RSUs nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

Exchange Control Information. To participate in the Plan, you must comply with exchange control regulations in South Africa. Because the exchange control regulations are subject to change, you should consult your personal legal advisor prior to vesting and settlement of the RSUs to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

SPAIN

No Entitlement for Claims or Compensation. The following provision supplements Section 9 of the Agreement (Award Not a Service Contract) that clarifies that the grant, vesting, or settlement of an Award does not give you a right to continued service/employment:

By accepting the grant of the Award, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to make grants of Awards under the Plan to individuals who may be Consultants, Directors and Employees throughout the world. The decision is limited and entered into based upon the express assumption and condition that any Awards will not economically or otherwise bind the Company or any Affiliate, including your employer, on an ongoing basis, other than as expressly set forth in the Agreement. Consequently, you understand that the grant of the Award is made on the assumption and condition that the Award shall not become part of any employment contract (whether with the Company or any Affiliate) and shall not be considered a mandatory benefit, salary for any purpose (including severance compensation) or any other right whatsoever. Furthermore, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from the Award, which is gratuitous and discretionary, since the future value of the Award and the shares of Common Stock underlying it is unknown and unpredictable.

You understand and agree that, as a condition of the grant of the Award, your termination of Continuous Service for any reason (including for the reasons listed below) will automatically result in the cancellation and loss of any RSUs that may have been granted to you and that were not fully vested on the date of termination of your Continuous Service. In particular, you understand and agree that, unless otherwise expressly provided for by the Company at the Date of Grant, the Award and RSUs will be cancelled without entitlement to the underlying shares of Common Stock or to any amount as indemnification if you terminate employment by reason of, including, but not limited to: resignation, death, disability, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause, individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by your employer, and under Article 10.3 of Royal Decree 1382/1985.

You also understand that this grant of the Award would not be made but for the assumptions and conditions set forth hereinabove; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or any of the conditions not be met for any reason, the grant, the RSUs and any right to the underlying shares of Common Stock shall be null and void.

Securities Law Information. The Award and the RSUs described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Foreign Assets Reporting. You may be subject to certain tax reporting requirements with respect to assets or rights that you hold outside of Spain, including bank accounts, securities and real estate if the aggregate value for particular category of assets exceeds EUR €50,000 as of December 31 each year. Shares of Common Stock acquired under the Plan or other equity programs offered by the Company constitute securities for purposes of this requirement, but unvested awards (e.g., RSUs, etc.) are not considered assets or rights for purposes of this reporting requirement.

If applicable, you must report the assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if: (i) the value of previously-reported rights or assets increases by more than EUR €20,000 as of each subsequent December 31; or (ii) upon disposition of the previously-reported rights or assets. You are encouraged to consult with your personal advisor to determine any obligations in this respect.

Share Reporting Requirement. You must declare the acquisition, ownership and disposition of shares of Common Stock to the Spanish *Dirección General de Comercio e Inversiones* (the “*DGCI*”) of the Ministry of Economy and Competitiveness on a Form D-6. Generally, the declaration must be made in January for shares owned as of December 31 of the prior year and/or shares acquired or disposed of during the prior year; however, if the value of the shares acquired or the amount of the sale proceeds exceeds EUR €1,502,530 (or you hold 10% or more of the share capital of the Company or other such amount that would entitle you to join the Board), the declaration must be filed within one month of the acquisition or disposition, as applicable. You should consult with your personal advisor to determine your obligations in this respect.

Foreign Assets and Transaction Reporting. You may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (e.g., shares) and any transactions with non-Spanish residents (including any payments of cash or shares made to you by the Company or a U.S. brokerage account) if the balances in such accounts together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed EUR €1,000,000. Once the EUR €1,000,000 threshold has been surpassed in either respect, you will generally be required to report all of your foreign accounts, foreign instruments and transactions with non-Spanish residents, even if the relevant threshold has not been crossed for an individual item. You will generally only be required to report on an annual basis (by January 20 of each year); however, if the balances in your foreign accounts together with value of your foreign instruments or the volume of transactions with non-Spanish residents exceed EUR €100,000,000, you acknowledge that more frequent reporting will be required.

SWEDEN

Exchange Control. You understand and agree that foreign and local banks, financial institutions (including brokers) and others engaged in cross-border transactions generally may be required to report any payments to or from a foreign country exceeding a certain amount, to Swedish authorities (e.g. the Swedish Tax Agency). This requirement may apply even if you have a brokerage account with a foreign broker.

Tax withholding. If you are subject to taxation as an employee, upon vesting and settlement of the Award, the benefit, i.e. the fair market value of RSUs at the time of vesting and settlement minus the total price paid for the RSUs, is taxed as employment income at progressive rates, depending on your yearly income and municipal residency. Your employer will take the benefit into account for withholding tax purposes.

The taxable benefit will be added to your salary and other benefits the relevant month in order to determine what amount the employer should withhold. There is only an obligation to withhold tax from cash salary paid to you the relevant month. Should the cash salary not be enough to cover the tax on the benefit, you will be responsible to pay any additional tax to the Swedish Tax Agency.

SWITZERLAND

Sole Contact and Contractual Partner Information. You acknowledge that the Award, this Agreement, the Annexes and your participation in the Plan does not create any claims against your employer, either directly or

indirectly. To be clear: Your sole contract and sole contractual partner regarding the Plan and the granted Award is the Company and the granted Award does not form part of your contractual compensation.

Continuous Service. Notwithstanding anything else in the Plan or the Agreement, your Continuous Service will be deemed to end on the date when a termination notice is issued, regardless of whether the cessation of the employment was lawful, and shall not include any period notice of termination of employment or any period of salary continuance or deemed employment. As a result, if you receive notice of termination your Continuous Service will end on the date you receive such notice.

Securities Law Information. The Award is not intended to be publicly offered in or from Switzerland. Because it is considered a private offering, it is not subject to securities registration in Switzerland. Neither this document nor any other materials relating to the Award and/or the underlying shares of Common Stock (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“**FinSA**”); (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than a participant; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (“**FINMA**”).

Grant of the Award. The Award granted to you are a voluntary gratuity (*Gratifikation; gratification*) within the meaning of Article 322d Swiss Code of Obligations (CO) as determined at the Company's sole discretion which you have no entitlement to and which does not constitute an entitlement for a grant of further Awards or RSUs or other equities in the future.

Vesting. You acknowledge and confirm that the Award is fully discretionary and that before the RSUs have vested you shall not have any right in regard to such RSUs.

Disability. For the avoidance of any doubt, “**Disability**” shall include, but not be limited to, any permanent disability as per the social security laws of Switzerland.

Social Security and Tax: You herewith directly authorize your employer to make all (if any) applicable social security, insurance and tax deductions resulting from the grant and/or vesting of the RSUs or the sale of shares of Common Stock from any compensation owed to you by your employer, subject to any statutory limitations. If your compensation shall not be sufficient to cover such social security, insurance and tax liabilities, you will indemnify the employer upon first demand.

Cause. “Cause” shall include, but not be limited to, all reasons entitling to a summary dismissal pursuant to article 337 of the Swiss Code of Obligations (CO) and all justified reasons pursuant to article 340c para. 2 CO, without limiting the definition of Cause as outlined in the Plan. You expressly acknowledge that the definition of Cause as per the Plan shall include any crime or felony under Swiss laws and any breaches against your duties and in respect of the employer, and not only in respect of the Company.

Language Acknowledgement. You confirm that you have read and understood the documents relating to the Plan, including the Agreement, with all terms and conditions included therein, which were provided in the English language only. You confirm that you have sufficient language capabilities to understand these terms and conditions in full.

Sie bestätigen, dass Sie den Plan sowie die dazugehörigen Dokumente, inklusive der Vereinbarung, mit all den darin enthaltenen Bedingungen und Voraussetzungen, welche in englischer Sprache verfasst sind, gelesen und verstanden haben. Sie bestätigen, dass Ihre Sprachkenntnisse genügend sind, um die Bedingungen und Voraussetzungen zu verstehen.

Vous confirmez que vous avez lu et compris les documents relatifs au plan, y compris la convention d'attribution, avec toutes les conditions qui y sont incluses, qui ont été fournies en langue anglaise uniquement. Vous confirmez que vous avez des capacités linguistiques suffisantes pour comprendre ces termes et conditions dans leur intégralité.

No Right against Employer. You expressly acknowledge that you shall not have any right or claim under the Award, RSUs, the Plan or the Agreement against your employer. You expressly acknowledge and agrees that you only have any right and claim against the Company, Enphase Energy, Inc., as set out under the Plan and the Agreement.

Governing Law and Jurisdiction. You expressly acknowledge and agrees to the Governing Law and Jurisdiction clause in the Plan and the Agreement and accept that Swiss law does not apply and that Swiss courts do not have any jurisdiction in regard to any claims under the Plan and the Agreement.

THAILAND

Exchange Control Information. Unless you can rely on any applicable exemptions, you must repatriate any funds received from participating in the Plan (such as proceeds from the sale of shares of Common Stock and cash dividends received in relation to the shares) to Thailand immediately upon receipt, if the amount of funds received in a single transaction is US\$1,000,000 or more. You must then either convert the funds to Thai Baht or deposit the funds in a foreign currency deposit account maintained by a bank in Thailand within 360 days of remitting the funds to Thailand. In addition, the details of the foreign currency transaction, including your identification information and the purpose of the transaction, must be provided to the authorized agent.

If you do not comply with this obligation, you may be subject to penalties assessed by the Bank of Thailand. Because exchange control regulations change frequently and without notice, you should consult a legal advisor before selling shares to ensure compliance with current regulations. It is your responsibility to comply with exchange control laws in Thailand, and neither the Company nor your employer will be liable for any fines or penalties resulting from your failure to comply with applicable laws.

UK

Award Not a Service Contract. The following supplements Section 9 of the Agreement (Award Not a Service Contract):

You waive all rights to compensation or damages in consequence of the termination of your office or employment with the Company or any Affiliate for any reason whatsoever (whether lawful or unlawful and including, without prejudice to the foregoing, in circumstances giving rise to a claim for wrongful dismissal) in so far as those rights arise or may arise from you ceasing to hold or being able to vest your Award, or from the loss or diminution in value of any rights or entitlements in connection with the Plan.

Withholding Obligations. The following supplements Section 10 of the Agreement (Tax Withholding Obligations):

As a condition of the vesting of your Award, you unconditionally and irrevocably agree:

(i) to place the Company in funds and indemnify the Company in respect of: (1) all liability to UK income tax which the Company is liable to account for on your behalf directly to HM Revenue & Customs; (2) all liability to national insurance contributions which the Company is liable to account for on your behalf to HM Revenue & Customs (including, to the extent permitted by law, secondary class 1 (employer's) national insurance contributions for which you are liable and hereby agree to bear); and (3) all liability to national insurance contributions for which the Company is liable and which are formally transferred to you, which arises as a consequence of or in connection with your Award (the "**UK Tax Liability**"); or

(ii) to permit the Company to sell at the best price which it can reasonably obtain such number of shares of Common Stock allocated or allotted to you following vesting as will provide the Company with an amount equal to the UK Tax Liability; and to permit the Company to withhold an amount not exceeding the UK Tax Liability from any payment made to you (including, but not limited to salary); and

(iii) if so required by the Company, and, to the extent permitted by law, to enter into a joint election or other arrangements under which the liability for all or part of such employer's national insurance contributions liability is transferred to you; and

(iv) if so required by the Company, to enter into a joint election within Section 431 of (UK) Income Tax (Earnings and Pensions) Act 2003 ("***ITEPA***") in respect of computing any tax charge on the acquisition of "restricted securities" (as defined in Sections 423 and 424 of ITEPA); and

(v) to sign, promptly, all documents required by the Company to effect the terms of this provision, and references in this provision to "the Company" shall, if applicable, be construed as also referring to any Affiliate.

Clawback/Recovery. By executing the Agreement, you expressly consent in writing to the application of the right of recoupment to your Award in accordance with the terms of Section 8(l) of the Plan.