



Date: **June 11, 2022**

LETTER OF APPOINTMENT

To

Sandeep Pabbathi
Vill : Yetidharpally, Mdl : Tadoor
Dist: Nagarkurnool, State: Telangana
India
8277483812

Dear **Sandeep**,

Enphase Solar Energy Private Limited (the “**Company**”) is pleased to offer you employment on the following terms and conditions:

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 You are employed by the Company in the position of **Sr.Engineer Optimisation** subject to the terms and conditions set forth in this Appointment Letter (“**Letter**”). Your employment with the Company shall be for an indefinite term commencing on **4 July 2022**, or if that date is not feasible, on a mutually agreeable date which shall be confirmed in writing and continuing until termination in accordance with the terms set forth in Clause 9 of this Letter (the “**Employment Period**”).
- 1.2 You shall report to **Narasimha swamy, Sr. Director CTO**.
- 1.3 You shall, during the period of your employment, be diligent and loyal and devote your professional skills, time, energies and best efforts to the performance of your duties and responsibilities in the Company.
- 1.4 During the Employment Period, you shall not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with your duties to the Company. By signing this Letter, you expressly undertake that you have no contractual commitments or other legal obligations that would prevent you from performing your duties towards the Company, in any manner whatsoever.
- 1.5 You will initially be on probation for a period of six (6) months from the actual date of joining. Your employment status will be deemed confirmed in the regular service of the company unless stated otherwise after the probation period. The probation period may be reduced or extended by the Company at its sole discretion without providing any reasons.



1.6 Retirement age is 60 years.

2. SALARY, BONUSES, ETC.

- 2.1 You will be remunerated for your services as detailed in **Annexure A** appended to this Letter in accordance with Company's customary payroll procedures. The remuneration shall be reviewed from time to time at the discretion of the Company.
- 2.2 The compensation package will be subject to the usual deductions for tax as required under applicable laws.
- 2.3 The compensation package will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time as may be relevant under applicable law.
- 2.4 All business expenses incurred by you in carrying out your duties shall be paid or reimbursed by the Company to you on a monthly basis upon submission to the Company of written evidence of such expenses to the reasonable satisfaction of the Company and in accordance with the Company's expense reimbursement policies, as in effect from time to time.
- 2.5 The compensation package set forth in Section 2.1 includes compensation for all services rendered under this Letter.
- 2.6 As a regular employee of the Company, you will be eligible to participate in regular health insurance, employee stock purchase and other employee benefit plans in accordance with the policies established and maintained by the Company from time to time.
- 2.7 You agree that any bonus component that's part of Annexure A, is purely discretionary and is based on several factors, including but not limited to: (i) your timely entry of goals for each quarter as instructed by the HR department; (ii) approval of such goals by your manager or another designated Company employee (or employee of the Company's group entities, as applicable); and (iii) the performance of the Company and its group entities. You accept and acknowledge that you will not be eligible for any bonus, if you are no longer an employee of the Company on the date of payout of such bonus. The bonus eligibility for: (i) any period of employment less than a year; (ii) a part-time employee; or (iii) employees on an approved leave of absence, will be calculated on a pro-rated basis

3. HOURS OF WORK

- 3.1 You will be required to work from 9:00 a.m. to 6:00 p.m. on weekdays (Monday to Friday) including break of an hour and ensure that you work for minimum 45 hours per week. Notwithstanding the abovementioned

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working hours, your duties may require you to travel for work on behalf of the Company, and to work additional hours as may be required by the nature of your job and the Company's business activity. You expressly agree to such reasonable travel and hours of work without additional compensation, except as may be required by law.

- 3.2 You will receive advance notification of business travel and assignments outside India and you agree that you will not refuse such travel and assignments without imperative reasons.

4. HOLIDAYS

- 4.1 You are entitled to 15 days of privilege leave per completed calendar year of service. Such leave will be in proportion to the number of days actually worked by you during the calendar year and will be calculated in accordance with the provisions of applicable laws.
- 4.2 If, at the end of any year, you have accrued any unused privilege leave during that year, you may carry over such unused privilege leave to the succeeding year, provided that the total number of leaves carried forward to the succeeding year shall not exceed 30 days, which must be utilized by March 31 of the following year or else, such unutilized leave will be paid out.
- 4.3 You shall be allowed national and festival holidays as per the Company leave policy, prepared in compliance with the State Government gazette.
- 4.4 "You will be entitled for each continuous 12 month period of service to leave with wages for a period of 12 days (during such 12 month period) on the ground of any sickness incurred or accident sustained, or any other unforeseen circumstances unless otherwise informed by the Company"
- 4.5 If you are prevented from performing your duties under this Letter as a result of illness, injury or other incapacity, you shall be required to give notice thereof by phone/ email to the Company at the earliest possible opportunity.
- 4.6 Sick Leave for more than three (3) working days should be supported by a medical certificate from a registered medical practitioner and such certificate along with leave application should be produced on the date of resuming to work. This is applicable to all employees including employees on probation or on training.
- 4.7 Sick Leave cannot be carried forward to the next calendar year and such leave will lapse by end of the calendar year.

5. DUTIES AND OTHER ACTIVITIES

- 5.1 You shall in all respects carry out and use your best endeavors in carrying out the objectives of the Company and protect its interest in all things to the best of ^{of} your ability and judgment and devote all your time and

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attention to the business of the Company.

- 5.2 You are not allowed to undertake other work or business-related activities, except with the prior written consent of the Company, irrespective of whether you receive financial compensation for these activities.

6. PLACE OF WORK

- 6.1 Your place of work will be at the Company's office in Bangalore. The Company may, after giving you reasonable notice, transfer or assign your services to any place of business of the Company where it may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.
- 6.2 The Company may also require you to complete certain duties or assign your services to any associate company, branch office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or enter into an agreement. You may also be required to work at any client premises based in India or overseas, on a temporary basis.

7. RULES AND REGULATIONS

- 7.1 In addition to the terms and conditions of employment specifically stated herein, you undertake to be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.
- 7.2 Your employment shall also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable from time to time.

8. COMPLIANCE WITH APPLICABLE LAWS

- 8.1 You agree to comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company.
- 8.2 Without limiting the generality of the foregoing, you represent and warrant that you have not, and shall not at any time during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party, candidate for political office, or public international organization; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain another unfair advantage, in connection with the Company's business. In carrying out the duties and responsibilities in connection with your employment with the Company, you shall at all times comply with the

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Enphase Energy, Inc., Anti-Bribery Policy ("**Policy**"), which is attached herewith as **Annexure B**, and shall also comply with the provisions of the Prevention of Corruption Act, 1988, United States Foreign Corrupt Practices Act, 1977 and the UK Bribery Act, 2010. You shall also annually certify your understanding of and compliance with the Policy.

- 8.3 By signing this Letter of Appointment, you consent to the terms and conditions of the Company Policy, as maybe modified by the Company from time to time in its sole discretion.

9. TERMINATION OF EMPLOYMENT

- 9.1 During the probationary period, you or the Company may terminate your employment by giving a notice period of one(1) month in writing or payment in lieu of such notice.

- 9.2 Upon confirmation of your employment with the Company, your employment may be terminated either by you or by the Company by giving atleast two (2) month's prior notice in writing or payment of two (2) month's salary in lieu of such notice.

- 9.3 This Agreement may be terminated by the Company without notice or payment in lieu thereof, in case of breach or non-compliance of the terms, conditions or stipulations contained in this Letter, which would be construed as misconduct, or if you are found guilty of any negligence or other misconduct in connection with or affecting the business or affairs of the Company. Termination of your employment for the reasons stated herein would be without prejudice to:

- 9.3.1 The Company's right to claim the actual damages it has suffered on account of such breach; and

- 9.3.2 Any other relief to which the Company may be entitled under contract, law or equity.

- 9.4 Misconduct will include without limitation:

- 9.4.1 Habitual absence from service without prior notice in writing and/ or without sufficient cause;

- 9.4.2 Absence from service without prior notice in writing or without sufficient cause for a period of seven (7) days or more and not rejoining service despite reminder(s) from the Company;

- 9.4.3 Participating in and/ or abetting the conduct of a strike in contravention of any law;

- 9.4.4 Causing damage to the reputation or property of the Company;

- 9.4.5 Breach or non-observance of the terms, conditions or stipulations contained in this Letter;

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- 9.4.6 Breach of the confidentiality/secretcy provisions set out in the Non-Disclosure of Confidential Information and Invention Assignment Agreement.
- 9.5 On termination of your employment, the Company shall not have any further liability to you other than remuneration, allowances and perquisites that have accrued prior to the effective date of termination of employment.
- 9.6 Immediately upon any termination of your employment, you shall return to the Company, all property/ies of the Company heretofore provided to you by the Company, or otherwise in your custody, possession or control.
- 9.7 Notwithstanding any provision of this Letter to the contrary, no termination of your employment for any reason whatsoever, shall in any manner operate to terminate, limit or otherwise affect the Company's ownership of any of the rights, properties, privileges granted to the Company hereunder.
- 9.8 On termination of your employment for any reason whatsoever, you shall fully co-operate and provide all assistance as may be necessary or reasonably required by the Company for handing over your job responsibilities and functions to your successor in a manner that ensures continuity in the administration of the Company's affairs.
- 9.9 You shall not solicit or take away, directly or indirectly, any person, entity or business that was at the time of your termination for any reason a customer or prospective customer of the Company or any of its subsidiaries or affiliates;
- 9.10 You shall not solicit or take away or attempt to solicit or take away, directly or indirectly, any employee of the Company or its subsidiaries or affiliates, either for your own purposes or for any other person or entity; and

10. GOVERNING LAW and JURISDICTION

This Agreement is governed by and construed in accordance with the laws of India and will be subject to exclusive jurisdiction to the Courts at Bangalore.

11. CONFIDENTIALITY

As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will be required to sign the Company's standard "Non-Disclosure of Confidential Information and Invention Assignment Agreement" as a condition of your employment. The Company hereby instructs and directs you not to bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have towards any former employer.

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During your employment with the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participating in that competes with the business of the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

You represent that by signing this Letter and/ or the Company's Non-Disclosure of Confidential Information and Invention Assignment Agreement and your commencement of employment with the Company, you will not be violating any agreement currently in place between yourself and current or past employers.

12. **Consent for Background Checks and Data Processing**

We hope that you will accept our offer to join the Company on the terms of this Letter. You may indicate your agreement with these terms and accept this offer by signing and dating the enclosed duplicate original of this Letter and returning the signed copy to the Company. Your employment is contingent on successful completion of background and reference checks and starting work with the Company. You hereby consent and agree to be subject to such background and reference checks by the Company (and the Company's authorized background check agencies, if applicable). To this end, the Company may have access to, and process personal data pertaining to you. You consent to the Company collecting, processing and handling data, including personal and sensitive personal data, relating to you for any legal, personnel, administrative and management purposes.

13. **INDEMNIFICATION**

You agree to indemnify the Company and its affiliates/subsidiaries, officers, agents, representatives for any losses or damages sustained by the Company and its affiliates/subsidiaries, officers, agents, representatives, which is caused by or related to your employment in the Company or any breach of any of the provisions contained in this Letter. In addition to the aforesaid, in the event the Company imparts any training as may be required to understand the job responsibilities, you hereby agree to indemnify the Company in accordance with the terms of the indemnity bond, which you may execute as and when informed by the Company.

14. **RELOCATION BONUS**

You will also receive a **INR 100,000** cash relocation bonus (less withholding taxes). The cash bonus shall be subject to vesting at a rate of 1/12 per month. In the event of your voluntary or involuntary termination from the Company before completing 1 years of service, the unvested portion of the relocation bonus shall be repaid by you in cash or by cashier's check to the Company within thirty (30) days of your termination date. Company is hereby further authorized to apply up to the full amount of your final paycheck, and any other

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compensation due to you upon your termination, against any unvested portion of the cash bonus. In the event the amount owed to Company is not repaid in full on your last day of employment, whether by application of your final paycheck funds or by cash or cashier's check delivered by you to Company, you will be required to complete additional security documents that will allow to us to secure the unpaid obligation owed by you to Company. In the event of your involuntary termination of employment due to reduction-in-force, before you have completed 1 years of service, repayment of the unvested cash bonus shall be waived.

15. STOCK GRANT (RSU)

Following the execution of this Letter, we will recommend to the Board of Directors of Enphase Energy, Inc., that you be granted Restricted Stock Units (RSUs) up to **220** in the Common Stock of Enphase Energy, Inc., under the Company's 2021 Equity Incentive Plan (the "Plan") (as adjusted for stock splits, stock dividends, reclassifications and the like) or such other Equity Incentive Plan of Enphase Energy, Inc., as may be applicable. RSUs are a promise by the company to give you shares of common stock in the future, provided your employment is continuous. The shares will be subject to the terms and conditions applicable to shares granted under the Plan, as described in and subject to the Plan and the applicable Stock Option or purchase agreement. Subject to your continued employment and the terms and conditions of the Plan and applicable agreement (a) 25% of the shares (rounded down to the nearest whole share) shall vest on the Initial Vesting Date of the 10th of the month one year following hiring date and (b) thereafter 12.5% of the shares (rounded down to the nearest whole share, except for the last vesting installment) shall vest and become exercisable on each six-month anniversary of the Initial Vesting Date, provided that the grantee remains in Continuous Service (as defined in the Plan) from the Date of Grant through each such vesting date.

16. GENERAL

This Letter and your employment are personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. However, the Company may assign this Letter, in part or whole, upon written notice to you.

No delay or failure by the Company to exercise any of its powers, rights or remedies under these terms of Employment shall operate as a waiver of such powers, rights or remedies.

If any provision of this Letter is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of this Letter shall not be affected.

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You shall not make any announcement concerning the Company, its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients.

This Letter together with the Non-Disclosure of Confidential Information and Invention Assignment Agreement dated **4 July 2022**, are the exclusive and entire understanding between the Company and you relating to the subject matter hereof, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

Very truly yours,

FOR ENPHASE SOLAR ENERGY PRIVATE LIMITED

A handwritten signature in blue ink, appearing to read 'Debra Machado'.

Name: Debra Machado

Title: VP of HR

A handwritten signature in blue ink, appearing to read 'Sunil Thamaran'.

Name: Sunil Thamaran

Title: VP & MD of India

I have read and hereby accept the terms and conditions of this Letter of Appointment:

Signature:

DocuSigned by:
Sandeep Pabbathi
DFC1E4107BA141D...

Name:

Sandeep Pabbathi

Date:

6/27/2022

Expected Date of Joining (to be filled on the day of accepting the offer):

Actual Date of Joining (to be filled on the day of joining):

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Date:

6/27/2022




ANNEXURE A
Total Compensation and Benefits
Currency = INR

	Name	Sandeep Pabbathi	
	Job Title	Sr. Engineer, SW	
	Grade	T04	
	Department	3100 CTO	
	Supervisor Name	Narasimha Swamy	
	HR Business Partner	Ashish Kumar	
		Monthly	Annual
	Basic	72,667	8,72,000
	House Rent Allowance	36,333	4,36,000
	Leave Travel Allowance	6,056	72,667
	Internet/Phone Reimbursement	655	7,860
	Lunch Allowance	1,100	13,200
	Special Allowance	64,856.11	7,78,273
A	Base Salary	1,81,667	21,80,000
	PF Employer's contribution		1,04,640
	Group Gratuity Plan		41,923
B	Benefits	-	1,46,563
A + B	Total Annual Compensation		23,26,563
C	Employee bonus plan	8% of "A"	1,74,400
A + B + C	Total Cost to company		25,00,963

Group Mediclaim Insurance: All employees are covered under Group Mediclaim Insurance policy (Hospitalization) coverage for the purpose of claiming hospitalization expenses, when required. The Coverage is floater in nature for an amount of Rs. 5,00,000.00 (Rupees Five Lakhs Only) for the entire family. The Company covers employee plus five (5) dependents under this insurance policy. For married employees, dependents include spouse plus two (2) children and employee's parents (OR parents-in-law). Additional top-up of Rs 5,00,000 is available for employees and their dependents; this top-up will be available until April end 2022.

Group Personal Accident Insurance: All employees are covered under Group Personal Accident Insurance, with coverage for the period of the employee's disability due to accident. The coverage is up to a maximum of Fifty (50) lacs. Group Personal Accident Insurance coverage is only for employees and not for their families. The cost of premium for Group Personal Accident Insurance for each employee is borne by the Company.

Life Insurance: All employees are covered under Group Life Insurance policy with Life Insurance Corporation of India. Sum insured per employee Rs.40 lakhs or 10 times of annual Base Pay, whichever is less subject to maximum up to free cover limit. The company covers only the employees and not their families, for Life Insurance.

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COMPENSATION AND BENEFITS GLOSSARY:

House Rent Allowance: This component is paid on a monthly basis and is taxable subject to the provisions of Income Tax Act, 1961. The employee must furnish necessary rent receipts as requested by the finance department for claiming tax exemption. Employees desirous of more information on taxation may refer to the Income Tax Act 1961, and the relevant Rules and Regulations in force.

Leave Travel Assistance: This component is paid monthly. Leave Travel Assistance is for the purpose of vacation travel of employee and family to employee's native place. Expenses incurred for the purpose of vacation travel can be claimed as tax exempt by providing appropriate bills. It is to be noted that there are certain rules as provided in Income Tax Act, 1961 for claiming tax exemption for Leave Travel Assistance. Some salient rules are:

- An employee should be availing at least 5 days PTO for claiming LTA for vacation travel as tax exempt.
- Tax exemption is provided twice in a block of four years or once in a block of two years.

More information on rules for claiming tax exemption on Leave Travel Assistance may be obtained by referring to Income Tax Rules and Regulations, in force.

Provident Fund: All regular employees are covered under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. The Provident Fund benefit is applicable from the date of joining and is subject to applicable law. The contribution to Provident Fund is 12% of Basic salary and is deducted from the monthly gross salary.

Gratuity: As per Payment of Gratuity Act 1972, 'Gratuity' is a statutory benefit payable in India by an employer to an employee leaving the company subject to

- a) Minimum period of 5 years of service
- b) 15 days basic salary per year of service
- c) Maximum payout limit of Rs. 20,00,000.00 (Rupees Twenty Lakhs Only)

Bonus: Your salary contains a variable component of compensation called bonus which will be paid at the completion of every Quarter subject to the conditions laid out by the company from time to time. The bonus will be proportional to the number of days worked during the Quarter and will be taken in accordance with the applicable laws.

I have read and hereby accept the terms and conditions of this Letter of Appointment:

Name: Sandeep Pabbathi

Date: 6/27/2022

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ANNEXURE B

ENPHASE ENERGY, INC.

ANTI-BRIBERY POLICY

INTRODUCTION

Enphase Energy, Inc. ("Enphase") must comply with the terms of the U.S. Foreign Corrupt Practices Act, as well as the UK Bribery Act and similar laws in other countries (collectively, "Anti-Bribery Laws"). Violation of Anti-Bribery Laws can result in severe civil and criminal penalties and reputational damage for both Enphase and individuals involved. Penalties for violation of Anti-Bribery Laws include unlimited fines for companies, and unlimited fines and imprisonment for up to fifteen years per violation for individuals. Purposeful ignorance will not shield an individual or entity from prosecution under Anti-Bribery Laws.

Enphase is committed to the highest standards of ethical conduct and full compliance with all Anti-Bribery Laws.

If you have any questions regarding this policy, or as to the propriety of any proposed payment or transaction, consult Enphase's "Compliance Officer," who is the head of the Legal Department.

SCOPE

This policy applies to all employees, directors, officers, contractors and consultants (collectively "Representatives") of Enphase and its subsidiaries, each of whom is responsible for their own personal conduct. The policy also applies to agents, distributors, joint venture partners, and any other third parties acting on our behalf (collectively, "Business Partners"), wherever located.

POLICY

Enphase policy prohibits our Representatives and Business Partners from offering, promising, or giving anything of value or any advantage to another person or entity with the intent of inducing that person or entity to take any improper action, or rewarding that person or entity for taking an improper action. This prohibition applies to the use of Enphase, as well as personal, funds or assets. No Representative shall use Enphase assets to make any charitable or political contributions unless approved in advance by the Compliance Officer, and Representatives shall take care that any personal charitable or political contributions are not made for purposes that would be improper under this policy.

For purposes of this policy, the term "anything of value" includes not only cash, but items such as gifts, gift cards, electronic equipment, clothing, meals, entertainment, travel, lodging, transportation, loans, use of property or equipment, charitable contributions, and job offers.

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The policy also requires that Enphase maintain books and records that accurately and fairly reflect our corporate transactions.

Representatives involved in retaining Business Partners are also required to have such Business Partners certify compliance with this policy.

PERMISSIBLE PAYMENTS

Certain payments to foreign officials may be permitted under some Anti-Bribery Laws. However, it can be very difficult to distinguish between payments that are legal and illegal. Therefore, every proposed payment to a foreign official must be approved by the Compliance Officer before such payment is made and must be accurately documented as a business expense.

BUSINESS PARTNERS

As discussed above, the prohibitions of Anti-Bribery Laws include corrupt offers, promises and payments made by Business Partners on a company's behalf. Representatives should be careful to avoid situations involving third parties that might lead to a violation of Anti-Bribery Laws. Before hiring any Business Partner to represent Enphase in any foreign country, the manager responsible must notify the Compliance Officer and obtain written approval.

All contracts with Business Partners that are to be carried out in whole or in part outside the United States, shall contain provisions mandating compliance with Anti-Bribery Laws, and shall include the Business Partner's agreement to certify compliance with this policy.

BOOKS AND RECORDS

It is the responsibility of all Representatives and Business Partners to ensure that Enphase's books and records accurately reflect the transactions in which we participate. Any perceived failure of Enphase books and records to meet Anti-Bribery Laws' requirements, must be reported to the Compliance Officer.

ANNUAL CERTIFICATIONS

All Representatives shall certify, on an annual basis, that they have reviewed and understood this policy, and will comply with it. New Representatives shall make such certification as part of their orientation process.

CONSEQUENCES OF NONCOMPLIANCE

Failure to comply with any aspect of this policy or any Anti-Bribery Laws will be grounds for disciplinary action up to and including termination of employment or contract.

Enphase will seek to recoup any losses we might suffer as a result of a violation of this policy or Anti-Bribery Laws from the individual or entity who carried out the prohibited activity. In addition, noncompliance may subject a Representative or Business Partner to fines and imprisonment under Anti-Bribery Laws.

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REPORTING

Any Representative who believes that a violation of this policy has occurred must report it immediately to: their supervisor; the Compliance Officer, or anonymously via the Whistleblower Hotline at (866) 388-3117 or enph@openboard.info.

Certain “red flag” situations may arise which may indicate a potential violation of Anti-Bribery Laws or this policy, including:

- payments to persons or entities outside the normal scope of business;
- doing business with a partner who has a family or business relationship with a government official;
- doing business with a partner who requests that its agreement with Enphase or payments under that agreement be kept secret, or who refuses to identify its owners;
- a government customer who insists that Enphase use a particular consultant;
- a Business Partner requests fees that are out of line with industry standards, submits inflated or inaccurate invoices, refuses to submit details related to the work performed, or seeks payment in cash;
- a Business Partner requests exorbitant travel and entertainment expenses or gifts for foreign officials;
- a Business Partner requests authority to make agreements with third parties without Enphase’s approval;
- payments are not recorded in Enphase’s records in a way that accurately reflects the nature of the payment;
- requests for unusual payment or financial arrangements, such as payments to a numbered bank account or to accounts in countries other than where the Business Partner is located, or the business is to be performed;
- a history of or reputation for corruption in the country; or
- a close relationship between the Business Representative and the foreign government or contracting individual

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