

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **August 19, 2025**

TIGO ENERGY, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-40710 (Commission File Number)	83-3583873 (I.R.S. Employer Identification No.)
983 University Avenue, Suite B, Los Gatos, California (Address of principal executive offices)		95032 (Zip Code)
	(408) 402-0802 (Registrant's telephone number, including area code)	

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	TYGO	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On August 19, 2025, Tigo Energy, Inc. (the “Company”) entered into a manufacturing and supply agreement (the “Agreement”) with EG4 Electronics LLC (“EG4”), pursuant to which the Company agreed to manufacture, package and supply, and EG4 agreed to purchase, certain Optimized Inverters (as defined in the Agreement). The Optimized Inverters will be purchased by EG4 by providing written purchase orders to the Company specifying the number of units and prepaying 10% of the purchase price with respect to such order.

Pursuant to the Agreement, the Company and EG4 acknowledged that the manufacturing and production of the Optimized Inverters within the United States will qualify Company to receive certain tax credits pursuant to Section 45x of the Inflation Reduction Act of 2022 (Advanced Manufacturing Production Tax Credit) (the “45x Tax Credits”). If the Company is eligible to receive any 45x Tax Credits, the Company will apply for such 45x Tax Credits to the maximum extent available to the Company as a result of the manufacture of the Optimized Inverters pursuant to the Agreement. In the event the Company receives any 45x Tax Credits, the Company will pay EG4, within 90 days, an agreed upon amount of such 45x Tax Credits.

The initial term of the Agreement lasts until August 19, 2029 and will automatically renew for successive one-year periods unless earlier terminated or amended, in accordance with the terms of the Agreement. The Agreement may be terminated by either party (i) for a material breach by the other party that is not cured within 60 days, (ii) upon at least 90 days prior written notice to the other party, (iii) if the other party undergoes a change of control, ceases to function as a going-concern, a bankruptcy petition is filed against the other party or either party fails to pay its debts as they become due and such breach has not been cured within 60 days and (iv) if the Company ceases to be eligible to receive the 45x Tax Credits. The Agreement also includes customary acceptance, delivery, warranty, conformity, and confidentiality terms and conditions.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein in its entirety.

Item 7.01. Regulation FD Disclosure.

On August 25, 2025, the Company issued a press release announcing its entry into the Agreement. A copy of this press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit Number	Description
10.1#	Manufacturing and Supply Agreement, dated August 19, 2025, by and between Tigo Energy, Inc. and EG4 Electronics LLC.
99.1	Press Release of the Company, dated August 25, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

The registrant has redacted provisions or terms of this exhibit pursuant to Regulation S-K Item 601(b)(10)(iv). While portions of the exhibit have been redacted, this exhibit includes a prominent statement on the first page of the exhibit that certain identified information has been excluded from the exhibit because it is both not material and is the type that the registrant treats as private or confidential. The registrant agrees to furnish an unredacted copy of the exhibit to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 25, 2025

TIGO ENERGY, INC.

By: /s/ Bill Roeschlein

Name: Bill Roeschlein

Title: Chief Financial Officer

Certain identified information has been excluded from this exhibit pursuant to Item 601(b)(10) of Regulation S-K under the Securities Act of 1933, as amended, because it is both not material and is the type that the registrant treats as private or confidential. Information that was omitted has been noted in this document with a placeholder identified by the mark “[***]”.

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT (this “Agreement”) is made this 19th the day of August, 2025, by and between **Tigo Energy, Inc.**, with its principal place of business located at 983 University Avenue, Suite B, Los Gatos, CA 95032 USA (the “Company”) and EG4 Electronics LLC, with its principal place of business located at 130 Como St S, Sulphur Springs, Texas 75482, (“EG4”). Each party may be referred to hereafter as “Party” or collectively as the “Parties.”

WHEREAS, Company is in the business of the sale and manufacturing of solar energy solutions;

WHEREAS, The Parties desire to collaborate to manufacture, package and sell residential inverter products;

WHEREAS, EG4 wishes to purchase certain Optimized Inverters (as defined below) from Company, and Company desires to manufacture and/or package and sell the Optimized Inverters to EG4, in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the promises hereinafter made by the Parties hereto, it is agreed as follows:

ARTICLE I APPOINTMENT OF EG4

1.1. Optimized Inverters. The Company shall manufacture, package and supply, and EG4 shall purchase the Optimized Inverters as set forth herein. “Optimized Inverter” means a solution that includes the TS4-A-Os (the “Optimizers”) and an inverter, which includes an integrated Tigo CCA and related software, with the number of Optimizers to be defined, with such solution qualifying for the 45x Tax Credit (as defined below).

1.2. Exclusivity. This Agreement does not limit Company’s or EG4’s right to manufacture or sell, or preclude Company from manufacturing or selling, to any person or entity, or entering into any agreement with any other person or entity related to the manufacture or sale of other goods or products that are similar to or competitive with the Optimized Inverters. Notwithstanding the foregoing, prior to the date of the signature of the MOU between the Parties (October 25, 2025) neither entity will enter into any discussions or agreement with any third party related to the integration of Company products into the products of suppliers of residential inverters manufactured in the United States without the express written agreement of the other party.

1.3. Non-Binding Forecasts. EG4 will provide Company with a non-binding Forecast (as defined below) on a rolling basis for each twelve (12) month period during the Term. Forecasts are for informational purposes only and do not create any binding obligations on behalf of either Party. “Forecast” means, with respect to any twelve (12) month period, a good faith projection or estimate of EG4 requirements for the Optimized Inverters during each month during the period, which approximates, as nearly as possible, based on information available at the time to EG4, the quantity of Optimized Inverters that EG4 may order for each such month, subject to the minimum order quantities required in Section 1.5. Forecasts will be provided in such manner and on forms as specified by Company and agreed to by EG4.

1.4. Purchase Orders. EG4 shall order Optimized Inverters by: (a) providing written purchase orders to Company specifying the number of units; and (b) prepaying ten (10%) percent of the purchase price pursuant to such order, as further specified in Section 1.8 below. Company shall indicate its acceptance of such purchase order by returning an order acknowledgement to EG4 with a firm commit ship date. Company agrees to deliver units to EG4 as close as possible to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing. Company shall not be required to honor any purchase order which specifies a delivery date earlier than Company’s then current delivery schedule.

1.5. Minimum Order Quantities. At a minimum, EG4 agrees to purchase the following number of product units per year of the Term:

- a. 2025: [***]
- b. 2026: [***]
- c. 2027: [***]
- d. 2028: [***]

1.6. Cancellation. Once a purchase order is issued by EG4, the order is non-cancelable and non-refundable once the receipt of said order is acknowledged by Company, unless the Company fails to meet the Visual Inspection standards or as provided in Section 4.2. In the event of such cancellation by EG4, EG4 shall be responsible for non-reusable raw materials, work in process, and finished goods costs incurred by Company related to the materials acquired in service of the acknowledged purchase order plus a 10% cancellation fee to cover Company's overhead.

1.7. Prices. The prices charged by Company to EG4 for Optimized Inverters ordered under this Agreement will be 1) [***] per Optimizer unit, and 2) a price per integrated inverter that includes cost plus [***]. The integrated inverter unit cost shall include, without limitation, the cost of raw materials (including the inverter kit, Tigo CCA, and any related components), manufacturing, quality control and quality assurance costs, testing, documentation, and packaging. The cost of the CCA PCBA shall [***] and the cost of the TAP shall be [***], each of the foregoing inclusive of a [***] tariff. If, at any time during the Term, there is an increase or decrease in the [***] tariff rate, the prices set forth in this Section will be adjusted to reflect the change in the tariff. [***].

The Parties agree to meet on a quarterly basis to discuss pricing, as set forth in Section 3.1 below (Sales). Beginning in the second year of the Term, the Parties agree to meet on an annual basis or upon request from either party to discuss pricing based on market and competitive conditions. The Parties agree to work together in good faith to lower the cost of the Optimized Inverters in order to remain competitive. Should Company not agree to remain competitive or [***] Four, EG4 retains the right to reduce the quantities of "optimized inverters" it purchases from Company. Company will give EG4 thirty (30) days' advance written notice of any price changes, minimum quantity changes or equipment changes. All prices are stated and will be paid in U.S. Dollars. No price increases are applicable to Optimized Inverters ordered prior to the applicable date of the price change. All prices are as stipulated in the order acknowledgement document. Prices do not include federal, state or local taxes and duties applicable to the Optimized Inverters sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes. EG4 shall pay such tax amounts to the Company unless EG4 provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.8. Terms. Net payment is due as follows: ten percent (10%) of the total for each order will be prepaid with the submission of such purchase order and ninety percent (90%) will be paid within forty-five (45) days of the date of invoice unless agreed otherwise between EG4 and the Company in writing. The Company reserves the right to revoke any credit extended at the Company's sole discretion. In addition to any other rights and remedies the Company may have under applicable law, interest will accrue on all late payments at the rate of one percent (1%) per month, plus legal fees, or the applicable maximum statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full.

1.9. Title. Title and risk of loss and damage shall pass to EG4 upon delivery to EG4 of the Optimized Inverters.

1.10. Taxes. Each Party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

1.11. Company Materials for Customer. EG4 shall deliver one copy of Company's applicable Operation, Maintenance and Installation Manual(s) for the TS4A-O Optimizer to EG4. Company's Limited Warranty for the TS4-A-O Optimizer is available at <https://www.tigoenergy.com/downloads#s-warranties>. Company will use reasonable efforts to train EG4 to provide support for incoming customer inquiries EG4 will assume first line responsibility for customer support inquiries and Tigo will provide real-time third -level support.

1.12. U.S. Export Control. Company's obligation to sell and deliver the Optimized Inverters shall be subject to such United States export laws and regulations as shall, from time to time, govern the sale and delivery of the Optimized Inverters. EG4 shall comply with all laws and regulations that govern the sale and delivery of the Optimized Inverters.

1.13. Acceptance. EG4 shall inspect the Optimized Inverters when possible but no later than ten (10) business days after delivery of the Optimized Inverters (hereinafter referred to as “Visual Inspection”). The purpose of the Visual Inspection is to check for quantity shortages, overages, mislabeled products, and other non-conformities. In the event of any non-conformity, EG4 will provide Company with written notice, including a description of the non-conformity, and Company shall have thirty (30) days to cure such non-conformity. Visual Inspection is not for the purpose or assurance of electrical, mechanical, or quality specifications; such issues are addressed by the Company’s Limited Warranty document. Acceptance shall be deemed to have taken place if the Optimized Inverters are not rejected in a written notice by EG4 within ten (10) business days after delivery.

ARTICLE II IRA TAX CREDIT

2.1 Tax Credits. The Parties acknowledge that the manufacturing and production of the Optimized Inverters within the United States pursuant to this Agreement shall qualify Company to receive certain tax credits pursuant to Section 45x of the Inflation Reduction Act of 2022 (Advanced Manufacturing Production Tax Credit) (the “45x Tax Credits”). If eligible to receive any 45x Tax Credits during the Term, Company will apply for such 45x Tax Credits to the maximum extent available to Company as a result of the manufacture of the Optimized Inverters pursuant to this Agreement (the “45x Tax Credit Application(s)”).

2.2 Additional Payment to EG4. In the event Company receives any 45x Tax Credits as a result of its 45x Tax Credit Application(s), Company will, within ninety (90) days of Company’s net receipt and monetization of the 45x tax credit, pay EG4 the following amounts:

- (i) The equivalent of [***] percent of any 45x Tax Credits received by Company applicable to inverters (based on a rate of [***]/Watt), net of applicable tax credit selling expenses, and;
- (ii) The equivalent [***] percent of any 45x Tax Credits received by Company applicable to the Optimizers (based on a rate of [***]/Watt), net of applicable tax credit selling expenses.
- (iii) To the extent permissible, in concert with EG4, Company agrees to pursue sale of the tax credit to third parties to accelerate the monetization of the tax credits. Company will be solely responsible for executing the sale of the tax credits. The Company will consider potential purchasers of the tax credits submitted by EG4. No sale of the tax credits will be made without the mutual consent of the parties.

2.3 Eligibility and Compliance. Both Parties will use best efforts to remain eligible for, and in compliance with any laws or regulations applicable to the 45x Tax Credits. The Parties acknowledge that in order to obtain and maximize receipt of, and to remain eligible for 45x Tax Credits and to remain in compliance with all applicable laws and regulations, including, without limitation, IRA regulations, the Company may seek tax and legal guidance. Any external fees incurred for such guidance will be shared equally between the Parties, subject to the mutual pre-approval of the Parties.

2.4 Ineligibility. Ineligibility for the 45x Tax Credits during the Term will not affect the Parties’ respective obligations under this Agreement; provided that if Company becomes ineligible for the 45x Tax Credits at any time during the Term, (prior to either Party exercising its right to terminate this Agreement in accordance with Section 7.2(d) below the management teams of each Party will meet within five (5) business days of notice of such ineligibility to create an action plan to regain eligibility. If an action plan cannot be realized after good faith negotiation, the Parties may terminate this Agreement and each Party’s prospective obligations will no longer remain in effect. For clarity, in the event of termination pursuant to this Section 2.4, EG4 will be responsible for the, non-reusable raw materials, work in process, and finished goods costs incurred by Company related to this Agreement as of the date of termination of this Agreement. EG4 shall pay Company in full for such amounts within thirty (30) days of the termination of this Agreement.

2.5 Repayment, Fees, Interest and Penalties. In the event Company is legally compelled to repay any 45x Tax Credits received, or pay any related fees, penalties and/or interest as a result of a determination of ineligibility, EG4 will refund all amounts paid by Company to EG4 pursuant to this Article II on a pro rata basis, within thirty (30) days’ of Company’s written request. Any additional fees, penalties or interest required to be paid by the Company shall be shared equally between the Parties.

ARTICLE III MARKETING AND SUPPORT

3.1. Sales. During the initial year of the Term, the Parties will in good faith meet on a quarterly basis to discuss the following:

- (i) Competitive landscape for Optimized Inverters (pricing, features, tests, shortfalls)
- (ii) Optimized Inverter manufacturing status
- (iii) Optimized Inverter sales performance
- (iv) Tax credit summary and potential monetization through sale to third parties as described in Article II
- (v) Previous and next quarter's plan and action items.

3.2. UX/UI Interface. The parties agree to establish a mutually acceptable Statement of Work for the purpose of defining the roles and responsibilities of each party in an effort to define and develop the requirements for a next generation UX/UI interface.

ARTICLE IV DELIVERY

4.1. Shipment. Optimized Inverters shall be delivered Ex Works (Incoterms 2020) to Company's manufacturing facility or any other location designated by Company, unless otherwise agreed in writing. Upon Company's notification to EG4 that Optimized Inverters pursuant to an accepted order are available for pick-up, EG4 shall promptly, and in no event more than seven (7) days from the date of such notification, retrieve such Optimized Inverters. Any Optimized Inverters remaining after fifteen (15) days from the date of Company's notification of availability shall be deemed to be invoiced for such Optimized Inverters, and such remaining Optimized Inverters may, in Company's discretion, be subject to storage fees. Company will have no liability associated with any failure to deliver the Optimized Inverters, though EG4 will retain the right to cancel a Purchase Order without penalty if the acknowledged delivery date is more than thirty (30) days past due. Company agrees to package all Optimized Inverters properly to avoid damage in transit. Company agrees to clearly identify quantity and model or part number on the outside of each box and include a packing list clearly and correctly identifying the contents of the shipment. Company shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, or otherwise arising out of causes beyond the control of the Company.

4.2. Company Delay. In the event of any anticipated delay in the delivery of the Optimized Inverters greater than forty (40) days, Company will provide EG4 written notice of such delay as soon as practically possible after such delay is known. Except in the case of Force Majeure outlined in 4.1, EG4 will retain the right to cancel a Purchase Order without penalty if the acknowledged delivery date is more than thirty (30) days past due.

4.3. EG4 Delay. EG4 may request a delay in the shipment of ordered Optimized Inverters for a period of up to fifteen (15) days upon giving the Company written notice at least fifteen (15) days prior to the scheduled shipment date. In the event EG4 delays shipment for more than thirty (30) days with notification as set forth above, EG4 shall pay to Company, as a service charge, an amount equal to 1/360th of twenty-five percent (25%) of the relevant Optimized Inverter purchase price for each day of such delay to be computed from the first day of such delay through the termination of such delay.

4.4. Conformity. All Optimized Inverters shipped under this Agreement conform to industry standards and utilize UL listed materials.

ARTICLE V PROPRIETARY RIGHTS

5.1. Use of Company Name. Each Party expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to such Party, except as specified in this Agreement or as expressly authorized by the other Party in writing. Each Party's logo is required to be displayed visibly on the Optimized Inverters, and each Party hereby authorizes the other Party's use of their logo for such use. The Parties' authorized logos are provided below.

Authorized logo of TIGO shall be the following:



Authorized logo of EG4 shall be the following:



If the authorized logo is used on any promotion material or otherwise by the other Party, such Party will, on termination of this Agreement, or upon request of such Party, discontinue the use of such logo on any promotional material or otherwise and thereafter will not use, either directly or indirectly in connection with its business, such logo or any other names, titles or expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public.

5.2. Drawings and Data. The Company shall supply all necessary data for the proper installation, test, operation and maintenance of the Optimized Inverters. Portions of this data are proprietary in nature and will be so marked. EG4 agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by the Company as a result of the improper or unauthorized use of such data. Company acknowledges that the Inverter, inverter design, software, firmware, BOM, patents and trademarks remain the property of EG4 and its subcontractors and no right is granted to Company for the right to reuse this IP, hardware or related material for any other purpose than supporting this agreement.

5.3. Title to Intellectual Property and Documentation.

5.3.1 Background IP. Each party shall retain all right, title, and interest in and to any inventions, designs, data, software, processes, methods, works of authorship, or other Intellectual Property developed or acquired by that party prior to the Effective Date of this Agreement or developed independently of this Agreement ("Background IP"). Nothing in this Agreement shall be construed as granting, by implication or otherwise, any license or rights in or to the other party's Background IP, except as expressly set forth herein.

5.3.2 Foreground Technology Developed for Company Components. "Company Components" mean the Optimizers and the CCA and any other components of the Optimized Inverters not supplied, designed or manufactured by EG4 or its subcontractors. All inventions, improvements, designs, modifications, processes, know-how, and other Intellectual Property (collectively, "Foreground Technology") developed in connection with or for use in Company Components under this Agreement shall be solely owned by Company, regardless of which party created or contributed to such Foreground Technology.

5.3.3 Foreground Technology Developed for EG4 Components. "EG4 Components" mean the Inverters (excluding the CCA). All Foreground Technology developed by EG4 in connection with this Agreement shall also be solely owned by Company, provided that Company shall grant EG4 a non-exclusive, worldwide, perpetual, royalty-free, irrevocable, transferable license (with the right to sublicense) to use such Foreground Technology.

5.3.4 Except as expressly provided in this Agreement, neither party shall acquire any right, title, or interest in or to the other party's Background IP or any Foreground Technology.

5.3.5 Company's rights shall include the right to manufacture and package the Optimized Inverters during the Term. EG4 shall not contact the Company's suppliers, or any other person, for the purpose of manufacturing Optimizers, without the prior written consent of an authorized officer of Company. .

5.3.6 Documentation. Without limiting anything in this Section 5, EG4 acknowledges that, any documentation provided to EG4 in connection with the Optimized Inverters, or any copies or modifications of them are the property of Company, and that such intellectual property and documentation is being made available to EG4 in confidence and solely on the basis of its confidential relationship to Company. Such disclosures shall be made with formal notice and written consent of disclosure to EG4. EG4 agrees not to use, print, copy, provide or otherwise make available, in whole or in part, any portion of such intellectual property, documentation or related materials, except as specifically authorized under the terms of this Agreement. Company acknowledges that any documentation material provided to Company by EG4 will be regarded as Background IP and remain property of EG4. Company agrees not to use, print, copy, provide or otherwise make available, in whole or in part, any portion of such intellectual property, documentation or related materials, except as specifically authorized under the terms of this Agreement.

5.3.7 Intellectual Property. For purposes of this Section 5.3, the term "Intellectual Property" shall mean all rights to inventions, patents, copyrights, trademarks, trade secrets and other intellectual property and proprietary information.

ARTICLE VI WARRANTY

6.1. Optimized Inverter Warranty. Company provides the Limited Warranty for the Optimizers set forth on the Company's website at <https://www.tigoenergy.com/downloads#s-warranties>. Company reserves the right to amend its warranty from time to time. THE COMPANY'S LIMITED WARRANTY, AS AMENDED FROM TIME TO TIME, CONSTITUTES THE SOLE WARRANTY MADE BY COMPANY EITHER EXPRESSED OR IMPLIED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND EG4'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING OPTIMIZERS.

6.2 Warranty of Title. Company warrants that EG4 shall acquire Optimized Inverters purchased hereunder free and clear of all liens and encumbrances.

6.3 Limitation of Liability. The entire liability of Company to EG4 for costs, damages or losses in any way related to the subject matter of this Agreement, regardless of whether the claim for such damages is based in contract or in tort, will not exceed the purchase price of the Optimized Inverters causing the damage. This provision does not apply to claims in tort for personal injury or for damages to real or tangible personal property proximately caused by Company, but only to the extent applicable law requires such liability.

ARTICLE VII DURATION OF AGREEMENT

7.1. Term. The term of this Agreement shall be four (4) years from the date hereof, and this Agreement shall automatically renew for successive one (1) year periods unless sooner terminated, or amended, as permitted herein. Termination shall not relieve either Party of obligations incurred prior thereto except as permitted herein.

7.2. Termination. During the term of this Agreement, the Agreement may be terminated only:

(a) By either Party for breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other Party has not cured the breach within sixty (60) days;

(b) By either Party by providing the other Party with no less than ninety (90) days' prior written notice; or

(c) By either Party if: (i) there is a change in the control or management of the other Party that is unacceptable to the other Party in the other Party's sole discretion; (ii) if either Party ceases to function as a going concern or makes an assignment for the benefit of creditors; (iii) if a petition in bankruptcy is filed by or against the other Party, resulting in an adjudication of bankruptcy; or, (iv) if either party fails to pay its debts as they become due and provided due notice has been given by the either party to the other and infracting party has not cured such breach within sixty (60) days thereof.

(d) By either Party immediately upon written notice in the event Company ceases to be eligible for the 45x Tax Credit as defined in Article II above, subject to the Parties' taking the steps described in Section 2.4 above prior to exercising such right to terminate.

7.3 Effect of Termination. Upon termination of this Agreement, all further rights and obligations of the Parties shall cease, except that: (i) parties shall not be relieved of their obligation to service orders or pay any monies due for orders placed as of or prior to the date of termination; and (ii) the terms that by their nature are reasonably expected to survive shall survive the termination of this Agreement. Without limiting the foregoing, EG4 will be responsible for the non-reusable raw materials, work in process, and finished goods costs incurred by Company related to this Agreement as of the date of termination of this Agreement. EG4 shall pay such amounts in full to Company within thirty (30) days of the termination of this Agreement.

ARTICLE VIII NOTICES

8.1. Notice or Communication. Any notice or communication required or permitted hereunder shall be in writing and shall be sent by electronic mail or registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any Party entitled to notice shall have communicated in writing to the other Party. Notices and communications to Company shall be sent to:

Tigo Energy, Inc.
655 Campbell Technology Parkway
Suite 150
Campbell, CA 95032

Or:
Bill Roeschlein at: [***]

Notices and communications to EG4 shall be sent to
EG4 Electronics, Inc.
1030 Como St. S
Sulphur Springs, TX 95482

Or:

Tory Asbury, President, EG4. [***]

8.2. Date of Effectiveness. Any such notice or communication so mailed shall be deemed delivered and effective seventy-two (72) hours after mailing thereof in the United States, or if by electronic-mail, immediately upon delivery.

ARTICLE IX
USE OF PRODUCTION FACILITIES

9.1 Production of Optimized Inverters. Company shall manufacture, or cause to be manufactured, for EG4 the Optimizers and supply, or cause to be supplied, for EG4 the Optimized Inverters, all in accordance with the terms set forth herein. Company shall be responsible for all operations required to supply the Optimized Inverters and Optimizers, including testing, quality assurance and quality control.

9.2 Option to Use Production Facilities. In Company's sole discretion, Company shall have the option, exercisable in writing at any time during the Term, to elect to carry out its Optimizer and Optimized Inverter manufacturing operations, including the installation of an Optimizer production line, at the facilities of Solar 76 in Commerce, Texas, or any other EG4-related location as determined by Company (the "Production Facility"), subject to a separate written lease or other agreement between the Parties.

9.3. Packaging. Company shall control the content and type of all labeling and packaging of the Optimizers and Optimized Inverters.

9.4 R&D. The Parties each agree to establish a dedicated engineering contacts team to address the technical requirements of each Party. EG4 agrees to share with Company all feedback from its R&D testing along with all competitive analyses in order to improve the overall solution. Each Party agrees to use commercially reasonable measures to accommodate the modifications requested by the other Party.

9.5 Lease of Production Line or Shifts. In addition to the rights set forth in Section 9.2, Company will also, in its discretion, have the following options available during the Term: (a) the option to lease time from EG4's inverter line at the Production Facility at cost to produce Optimized Inverters; and/or (b) the option to purchase shifts at cost from EG4 to support Optimized Inverter production at the Production Facility.

ARTICLE X
CLOUD SOLUTION

10.1 Cloud Solution. EG4 may develop its own cloud data and consumer interface or deploy a version of Company's cloud/UI solution for use in connection with the Optimized Inverters and Company agrees to support EG4's efforts to develop or deploy such solution where requested by EG4. Notwithstanding the foregoing and without limiting any rights of Company hereunder, Company retains all right,, title and interest in and to Company's cloud UI solution, including, without limitation, any and all Intellectual Property Rights. Any access and or use of Company's cloud/UI solution by or on behalf of EG4 will be subject to Company's standard terms and conditions of use.

ARTICLE XI GENERAL PROVISIONS

11.1 Confidentiality. From time to time during the Term, either Party (as the “Disclosing Party”) may disclose or make available Confidential Information to the other Party (as the “Receiving Party”). “Confidential Information” includes, without limitation, any and all information and materials concerning the Parties’ discussions, negotiations, and business operations arising out of or relating to this Agreement, or otherwise, including without limitation any term, condition and/or provision of this Agreement, technical data or know-how, diagrams, packaging designs, product and service development plans, charts, designs, inventions, techniques, formulas, drawings, specifications, processes, models, data, data bases, reports, documentation, technology, memoranda and any other technical information, pricing, customer lists, customer information, forecasts, confidential information and materials comprising or relating to Intellectual Property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether delivered orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential.” Notwithstanding the foregoing, Confidential Information does not include information that at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article by the Receiving Party or any of its Representatives;
- (b) is provided to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was already known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party, free of any obligation to keep it confidential;
- (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information, provided such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; or
- (e) is required to be disclosed pursuant to applicable law.

11.2 Protection of Confidential Information. The Receiving Party shall, for five (5) years from the earlier of the termination of this Agreement or the date of last disclosure of such Confidential Information by Disclosing Party:

- (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a reasonable degree of care;
- (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (c) not, without the Disclosing Party’s prior written consent, disclose any such Confidential Information to any person. Receiving Party may, subject to Disclosing Party’s prior written consent, disclose Confidential Information to the Receiving Party’s Representatives who: (i) need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; (ii) have executed a written non-disclosure agreement with terms no less stringent than the terms contained herein; and (iii) are not, as determined by the Disclosing Party, a competitor of Disclosing Party.

The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. At any time during or after the Term, at the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return all Confidential Information and copies thereof that it has received under this Agreement. For purposes of this Agreement "Representatives" means a third party contractor of either Party.

11.3 Relationship of Parties. The relationship between the Parties established by this Agreement shall be solely that of vendor and vendee and are independent contracting parties and all rights and powers not expressly granted to EG4 are expressly reserved to the Company. The EG4 shall have no right, power or authority in any way to bind the Company to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.

11.4 Independence of Parties. Nothing contained in this Agreement shall be construed to make the EG4 the agent for the Company for any purpose, and neither Party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other Party. The EG4 specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for Optimized Inverters or Optimizers as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement. All financial obligations associated with EG4's business are the responsibility of EG4. All sales and other agreements between EG4 and its customers are EG4's exclusive responsibility. EG4 will be solely responsible for, and will indemnify and hold Company free and harmless from, any and all claims, damages or lawsuits arising out of the acts of EG4, its employees, servants, agents, or any of them.

11.5 Indemnity. EG4 agrees to hold the Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the EG4 ; or (b) arising as a direct or indirect consequence of termination of this Agreement in accordance with its terms.

11.6 No Set Off. Except as mutually agreed to in writing by the Parties, neither Party shall have any right of set-off or other similar rights with respect to any other agreement, purchase order or relationship between the Parties.

11.7 Assignment. Neither Party shall transfer or assign all or any part of this Agreement without the advance written consent of the other Party.

11.8 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, discussions and understandings between the Parties relating to the subject matter hereof.

11.9 Amendments. Any amendment or modification shall be in writing and shall be executed by duly an authorized representative of each Party.

11.10 Severability. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties hereto.

11.11 Precedence. Any provisions, terms or conditions of EG4's purchase orders which in any way contradict this Agreement, except those additional provisions specifying quantity and delivery instructions, shall not be binding upon Company and shall have no applicability to the sale of goods by Company to EG4.

11.12 Applicable Law. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws provisions. The Parties submit to the exclusive jurisdiction of the Superior Court of California for the County of Santa Clara or the U.S. District Court for the Northern District of California.

11.13 Effect on Commerce. Notwithstanding the content or generality of any provision of this Agreement, nothing herein will be construed to require either Party to commit or to refrain from committing any act or acts if such requirement could not be lawfully imposed under applicable law of the jurisdiction whose commerce would be affected, including, without limitation, any law with respect to restraint of trade, unfair competition or patents.

11.14 Compliance With Laws. Each Party will comply with all legal requirements within its principal place of business and the geographic areas that apply to its performance under this Agreement, and will at its expense fulfill any approval, registration or filing requirement within its principal place and the applicable geographic area that is necessary to secure the enforceability of this Agreement within its principal place and the applicable geographic area. Failure to do so shall be grounds for termination of this Agreement. Neither Party will use any payment or other benefit derived from the other Party to offer, promise, or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of the money, gift or other thing of value will, directly or indirectly, be given, offered or promised to any person acting in an official capacity for any government or its instrumentalities or to any political Party, party official or candidate for political office.

11.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.16. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such Party may be entitled.

11.17. Additional Documents. Each of the Parties agrees to execute and deliver, at the request of the other Party, any and all other documents or other written instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

Tigo Energy, Inc.

By: /s/ Bill Roeschlein
(Signature)

Bill Roeschlein, Chief Financial Officer
(Print Name and Title)

EG4 Electronics, LLC:

By: /s/ James Showalter
(Signature)

James Showalter, Owner
(Print Name and Title)



Tigo Energy Initiates ‘Made in the USA’ Manufacturing Partnership With EG4 Electronics

Inverter and optimizer manufacturing partnership will bring Tigo products into the American domestic market manufacturing lines; companies to host joint session for installers at RE+ 2025 tradeshow.

LOS GATOS, Calif., August 25, 2025 — Tigo Energy, Inc. (NASDAQ: TYGO) (“Tigo” or “Company”), a leading provider of intelligent solar and energy software solutions, today announced a manufacturing and marketing partnership with EG4 Electronics, a leading American provider of innovative solar solutions, to produce Tigo optimized inverters and Module Level Power Electronics (MLPE) together with EG4 solar inverters in the United States of America. Solar installers in the U.S. currently already pair inverters from EG4 with Tigo MLPE devices, which have been certified as compatible.

The manufacturing partnership between Tigo and EG4 will build momentum to help bring critical energy manufacturing back to the United States and power reliable, homegrown solar solutions. In March 2025, EG4 Electronics’ parent company, Energy Access Innovations (EAI), announced the acquisition of a state-of-the-art 310,000 sq. ft. manufacturing facility in Commerce, Texas. The facility is a further milestone for American energy independence and economic prosperity, creating more than 1,000 new American jobs and helping to advance the nation’s energy security.

“We believe in energy autonomy for our customers just as much as we believe in manufacturing autonomy for American innovators, and this partnership with Tigo allows us to make significant progress on both of those fronts,” said James Showalter, founder at EG4 Electronics. “This partnership with Tigo is exactly the kind of arrangement we had in mind when we announced our new manufacturing facility earlier this year. We look forward to building American-made energy infrastructure together with Tigo.”

“EG4 is at the forefront of re-shoring manufacturing for American solar innovations, and we are delighted to work in partnership with James and his team,” said Zvi Alon, chairman and CEO at Tigo Energy. “Tigo and EG4 are in alignment on some of the most critical success factors in solar, which include innovation and quality. This makes for a strong foundation for success, and I expect great things for American energy independence from this important collaboration.”

To find out when EG4 and Tigo executives will host a Q&A session for solar installers at the 2025 RE+ tradeshow in Las Vegas, Nevada, check the Tigo event page, [here](#). To learn more about EG4 Electronics, please visit the EG4 website. To learn more about Tigo products, please visit the Tigo website.

About Tigo Energy

Founded in 2007, Tigo Energy, Inc. (Nasdaq: TYGO) is a worldwide leader in the development and provider of smart hardware and software solutions that enhance safety, increase energy yield, and lower operating costs of residential, commercial, and utility-scale solar systems. Tigo combines its Flex MLPE (Module Level Power Electronics) and solar optimizer technology with intelligent, cloud-based software capabilities for advanced energy monitoring and control. Tigo MLPE products maximize performance, enable real-time energy monitoring, and provide code-required rapid shutdown at the module level. The company also develops and provides products such as inverters and battery storage systems for the residential solar-plus-storage market. For more information, please visit www.tigoenergy.com.

Contact Information

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