

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

FORM S-8

**REGISTRATION STATEMENT
UNDER THE
SECURITIES ACT OF 1933**

FTC SOLAR, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

81-4816270

(I.R.S. Employer Identification No.)

**9020 N Capital of Texas Hwy, Suite I-260,
Austin, Texas 78759**

(Address of Principal Executive Offices, Including Zip Code)

**Restricted Stock Unit Inducement Award Agreement
Share Target Restricted Stock Unit Inducement Award Agreement
(Granted as Employment Inducement Awards Outside of a Plan)**

(Full Title of the Plan)

Cathy Behnen

Chief Financial Officer

FTC Solar, Inc.

**9020 N Capital of Texas Hwy, Suite I-260,
Austin, Texas 78759**

(737) 787-7906

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies of communications to:

**Michael J. Hong, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
(212) 735-3000**

**Cathy Behnen
Chief Financial Officer
FTC Solar, Inc.
9020 N Capital of Texas Hwy, Suite I-260,
Austin, Texas 78759
(737) 787-7906**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

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 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this “Registration Statement”) is filed by FTC Solar, Inc. (the “Company”) to register an additional 6,500,000 shares of the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), which may be issued upon the vesting and settlement of time-based restricted stock units, in accordance with the terms of the form Restricted Stock Unit Inducement Award Agreement, by and between the Company and Yann Brandt, and the vesting and settlement of performance-based restricted stock units, in accordance with the terms of the form Share Target Restricted Stock Unit Inducement Award Agreement, by and between the Company and Mr. Brandt (collectively, the “Employment Inducement Awards”). The Employment Inducement Awards will be granted, effective as of August 19, 2024 and subject to Mr. Brandt’s commencement of employment as the Company’s President and Chief Executive Officer on such date, to Mr. Brandt in reliance on the employment inducement award exemption under the Nasdaq Listing Rule 5635(c)(4).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”) and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Company are incorporated herein by reference (except for portions thereof furnished or otherwise not filed with the SEC pursuant to Items 2.02 or 7.01 of Form 8-K and exhibits furnished on such form that relate to such items, which are deemed not to be incorporated by reference into this Registration Statement):

- Annual Report on Form 10-K for the fiscal year ended December 31, 2023, filed on [March 15, 2024](#);
- Quarterly Reports on Form 10-Q for the quarter ended March 31, 2024, filed on [May 10, 2024](#), and the quarter ended June 30, 2024, filed on [August 8, 2024](#);
- Current Reports on Form 8-K, filed on [May 15, 2024](#), [May 30, 2024](#), [June 6, 2024](#), [June 24, 2024](#), [July 23, 2024](#) and [August 15, 2024](#);
- The portions of the Definitive Proxy Statement on Schedule 14A, filed on [April 26, 2024](#), that are incorporated by reference into the Annual Report on Form 10-K for the fiscal year ended [December 31, 2023](#); and
- The description of common stock set forth in the Description of Registrant’s Securities, filed as [Exhibit 4.2](#) to the Annual Report on Form 10-K for the fiscal year ended [December 31, 2021](#).

All other reports and documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (the "DGCL") permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payment of dividends or unlawful stock purchases or redemptions or (iv) for any transaction from which the director derived an improper personal benefit. Our certificate of incorporation contains such a provision.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation-a "derivative action"), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. Our certificate of incorporation and bylaws contain such a provision.

We have in effect a directors and officers liability insurance policy indemnifying our directors and officers for certain liabilities incurred by them, including liabilities under the Securities Act and the Exchange Act. We pay the entire premium of this policy.

We are party to indemnification agreements with each of our directors and executive officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Section 145 of the DGCL against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified.

These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of our directors and executive officers for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	Amended and Restated Certificate of Incorporation of FTC Solar, Inc. (filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on May 3, 2021 and incorporated herein by reference).
4.2	Amended and Restated Bylaws of FTC Solar, Inc. (filed as Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on May 3, 2021 and incorporated herein by reference).
4.3	Certificate of Correction of Amended and Restated Certificate of Incorporation (filed as Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on June 8, 2021 and incorporated herein by reference).
5.1*	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP.
23.1*	Consent of BDO USA, P.C.
23.2*	Consent of PricewaterhouseCoopers LLP.
23.3*	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included in signature page to this Registration Statement).
99.1*	Form of Restricted Stock Unit Inducement Award Agreement by and between the Company and Yann Brandt.
99.2*	Form of Share Target Restricted Stock Unit Inducement Award Agreement by and between the Company and Yann Brandt.
99.3	FTC Solar, Inc. 2021 Stock Incentive Plan and form of agreement (filed as Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the SEC on August 11, 2021 and incorporated herein by reference).
107*	Filing Fee Table.

*Filed herewith

Item 9. Undertakings.

The undersigned Registrant, FTC SOLAR, INC., undertakes:

- (1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee" table in the effective Registration Statement; and

- (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (i) and (ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

- (2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Sections 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Austin, State of Texas, on August 16, 2024.

FTC SOLAR, INC.

By: /s/ Cathy Behnen

Name: Cathy Behnen

Title: Chief Financial Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Cathy Behnen as attorney-in-fact with full power of substitution, for him or her in any and all capacities, to do any and all acts and all things and to execute any and all instruments which said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration of common stock of the registrant under this registration statement, including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to this registration statement, to any and all amendments or supplements to this registration statement and to any and all instruments or documents filed as part of or in connection with this registration statement or any and all amendments thereto; and each of the undersigned hereby ratifies and confirms all that such attorney and agent shall do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities set forth on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Shaker Sadasivam</u> Shaker Sadasivam	Chairman of the Board and Director (Principal Executive Officer)	August 16, 2024
<u>/s/ Cathy Behnen</u> Cathy Behnen	Chief Financial Officer (Principal Financial Officer and Accounting Officer)	August 16, 2024
<u>/s/ David Springer</u> David Springer	Director	August 16, 2024
<u>/s/ Ahmad Chatila</u> Ahmad Chatila	Director	August 16, 2024
<u>/s/ William Aldeen ("Dean") Priddy, Jr.</u> William Aldeen ("Dean") Priddy, Jr.	Director	August 16, 2024
<u>/s/ Lisan Hung</u> Lisan Hung	Director	August 16, 2024
<u>Pablo Barahona</u>	Director	

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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FIRM/AFFILIATE OFFICES

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TOKYO
TORONTO

August 16, 2024

FTC Solar, Inc.
9020 N Capital of Texas Hwy, Suite I-260,
Austin, Texas 78759RE: FTC Solar, Inc.
Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special United States counsel to FTC Solar, Inc., a Delaware corporation (the "Company"), in connection with the registration statement on Form S-8 (the "Registration Statement") to be filed on the date hereof by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933 (the "Securities Act"). The Registration Statement relates to the registration of up to 6,500,000 shares (the "Shares") of the Company's common stock, par value \$0.0001 per share (the "Common Stock"), that may be issued pursuant to equity grants to Yann Brandt outside of a share incentive plan, pursuant to an employment inducement award within the meaning of The Nasdaq Stock Market LLC Listing Rule 5635(c)(4) (the "Employment Inducement Award").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In rendering the opinion stated herein, we have examined and relied upon the following:

- (a) the form of Restricted Stock Unit Inducement Award Agreement, by and between the Company and Yann Brandt (the "RSU Inducement Award Agreement"), setting forth terms of the Employment Inducement Award;

- (b) the form of Share Target Restricted Stock Unit Inducement Award Agreement, by and between the Company and Yann Brandt (the “Restricted Stock Unit Inducement Award Agreement” and, together with the RSU Inducement Award Agreement, the “Inducement Agreements”), setting forth terms of the Employment Inducement Award;
- (c) the Employment Agreement, dated July 17, 2024, by and between the Company and Yann Brandt;
- (d) the FTC Solar, Inc. 2021 Stock Incentive Plan (the terms of which are incorporated by reference in the Inducement Agreements);
- (e) the Registration Statement in the form to be filed with the Commission on the date hereof;
- (f) an executed copy of a certificate of Cathy Behnen, Chief Financial Officer of the Company, dated the date hereof (the “Officer’s Certificate”);
- (g) a copy of the Company’s Amended and Restated Certificate of Incorporation (the “Amended and Restated Certificate of Incorporation”), as in effect as of the date hereof, certified by the Secretary of State of the State of Delaware as of August 16, 2024 and certified pursuant to the Officer’s Certificate;
- (h) a copy of the Company’s Amended and Restated Bylaws (the “Amended and Restated Bylaws”), as amended and in effect as of the date hereof and certified pursuant to the Officer’s Certificate;
- (i) a copy of certain resolutions of the Board of Directors of the Company adopted on July 17, 2024, relating to the appointment of Mr. Brandt, the employment agreement of Mr. Brandt, the Employment Inducement Award, the proposed terms of the Inducement Agreements, the filing of the Registration Statement and certain related matters, as certified pursuant to the Officer’s Certificate;
- (j) a certificate, dated August 16, 2024, from the Secretary of State of the State of Delaware, with respect to the Company’s existence and good standing in the State of Delaware; and
- (k) a specimen certificate representing the Common Stock.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinion stated below.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. In making our examination of executed documents, we have assumed that the parties thereto, other than the Company, had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts relevant to the opinion stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the facts and conclusions set forth in the Officer's Certificate.

We do not express any opinion with respect to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware (the "DGCL").

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that the Shares have been duly authorized by all requisite corporate action on the part of the Company under the DGCL and, upon execution of the Inducement Agreements and when the Shares are issued and paid for in accordance with the terms and conditions of the Employment Inducement Award and the applicable Inducement Agreement, the Shares will be validly issued, fully paid and nonassessable.

In rendering the opinion stated herein, we have assumed that (i) an appropriate account statement evidencing the Shares credited to Mr. Brandt's account maintained with the Company's transfer agent has been or will be issued by the Company's transfer agent; (ii) the issuance of the Shares will be properly recorded in the books and records of the Company; (iii) the consideration received by the Company for each of the Shares delivered pursuant to the Employment Inducement Award shall not be less than the \$0.0001 per share; (iv) the Company will continue to have sufficient authorized shares of Common Stock; and (v) the issuance of the Shares does not violate or conflict with any agreement or instrument binding on the Company (except that we do not make this assumption with respect to the Company's Amended and Restated Certificate of Incorporation or the Amended and Restated Bylaws).

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,
/s/ Skadden, Arps, Slate, Meagher & Flom LLP

MJH

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this Registration Statement of our report dated March 15, 2024, relating to the consolidated financial statements of FTC Solar, Inc. (the Company) appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ BDO USA, P.C.

Austin, Texas

August 16, 2024

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of FTC Solar, Inc. of our report dated February 28, 2023 relating to the financial statements, which appears in FTC Solar, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2023.

/s/ PricewaterhouseCoopers LLP
Austin, Texas
August 16, 2024

FTC SOLAR, INC.

RESTRICTED STOCK UNIT INDUCEMENT AGREEMENT

THIS RESTRICTED STOCK UNIT INDUCEMENT AGREEMENT and the Award granted hereunder is made outside the terms of the FTC Solar, Inc. 2021 Stock Incentive Plan (as amended or amended and restated from time to time, the “Plan”) and the share reserve thereunder, as an “employment inducement award” within the meaning of Nasdaq Listing Rule 5635(c), as of _____, 2024 (the “Grant Date”) between FTC Solar, Inc., a Delaware corporation (the “Company”), and Yann Brandt (the “Participant”) *provided* that the Participant commences employment on such date. Notwithstanding the foregoing, subject to the terms and conditions herein, the Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

WHEREAS, the Company desires to grant to the Participant an award denominated in units (the “Restricted Stock Units”) of its Common Stock.

NOW, THEREFORE, in consideration of the following mutual covenants and for other good and valuable consideration, the parties agree as follows:

1. Grant of Restricted Stock Units. The Company hereby grants to the Participant _____ Restricted Stock Units upon the terms and conditions and subject to all the limitations and restrictions set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan. Each Restricted Stock Unit is a notional amount that represents one share of Common Stock (subject to adjustment from time to time in accordance with Section 5 of the Plan in the event of any stock split, subdivision, stock dividend or other similar event affecting the Common Stock). Each Restricted Stock Unit is intended to constitute the right (subject to the terms, conditions and vesting schedule under this Agreement and the terms and conditions as described in the Plan) to receive a distribution of one share of Common Stock (subject to adjustment from time to time as described in Section 5 of the Plan in the event of any stock split, subdivision, stock dividend or other similar event affecting the Common Stock).
 2. Purchase Price. The purchase price of the Restricted Stock Units shall be deemed to be \$0.00 per share.
 3. Awards Subject to Acceptance of Agreement. The Award granted hereunder shall be null and void unless the Participant accepts and executes this Agreement, including such acceptances and execution through the On-line Platform (as hereinafter defined).
 4. Rights as a Stockholder. The Participant shall not have any rights of a stockholder as a result of receiving an Award under this Agreement, including, but not limited to, any right to vote the shares of Common Stock to be issued hereunder, unless and until (and only to the extent) the Restricted Stock Units have vested and, thereafter, the shares of Common Stock have been distributed pursuant to Sections 5 and 7 hereof.
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5. Vesting of Restricted Stock Units.

(a) The Restricted Stock Units shall become vested in accordance with the vesting schedule approved by the Board (or any Committee designated thereby) and as notified to the Participant through the On-Line Platform or the vesting schedule to which the Participant and the Company have each approved or accepted through the On-Line Platform (the "Vesting Schedule"), so long as the Participant is providing services to the Company at all times from the Grant Date through each such vesting date included in the Vesting Schedule. The Vesting Schedule is incorporated herein and made part of this Agreement.

(b) For purposes of this Agreement, each date on which any portion of the Restricted Stock Units become vested pursuant to this Section 5 shall be referred to as a "Vesting Date."

6. Termination Provisions.

(a) Termination Prior to Vesting. Notwithstanding Section 5, if the Participant ceases to be an Employee prior to a Vesting Date for any reason, any unvested Restricted Stock Units shall be forfeited by the Participant; *provided, however,* that such termination will not result in forfeiture, and the Restricted Stock Units instead will vest as of the date of the Participant's termination from service, if the Participant's status as an Employee is terminated involuntarily by the Company without Cause (as defined in that certain Employment Agreement between the Company and Participant, dated July 17, 2024 (the "Employment Agreement")) or by the Participant for Good Reason (as defined in the Employment Agreement), subject to the release requirements set forth in Section 5(b) or 5(c) of the Employment Agreement, as applicable.

7. Settlement of Restricted Stock Units.

(a) Subject to the terms of this Agreement and the terms as described in the Plan, Restricted Stock Units shall be settled in shares of Common Stock. Certificates representing shares of Common Stock in connection with vested Restricted Stock Units will be issued to the Participant within a reasonable time following the applicable Vesting Date, but in no event shall the Shares be issued later than the date that is later than March 15 of the year following the end of the calendar year in which such Vesting Date occurs.

8. Withholding Taxes.

(a) As a condition to acceptance of any shares of Common Stock in settlement of the Restricted Stock Units, the Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agrees to make adequate provision for (including), any sums required to satisfy any U.S. federal, state, local and/or foreign tax or social insurance contribution withholding obligations (the "Required Tax Payments") of the Company or an Affiliate, if any, which arise in connection with the Award. If the Participant shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to the Participant.

(b) The Participant may elect, subject to Company approval, to satisfy his or her obligation to advance the Required Tax Payments with respect to the Restricted Stock Unit Award by any of the following means: (1) a cash payment to the Company pursuant to Section 8(a), (2) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock (which the Participant has held for at least six months prior to the delivery of such shares or which the Participant purchased on the open market and for which the Participant has good title, free and clear of all liens and encumbrances) having a Fair Market Value, determined as of the date the obligation to withhold or pay taxes first arises in connection with the Award (the "Tax Date"), equal to the Required Tax Payments, (3) authorizing the Company to withhold from the shares of Common Stock otherwise to be delivered to the Participant pursuant to the Award, a number of whole shares of Common Stock having a Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments, (4) a cash payment following the Participant's sale of (or by a broker-dealer acceptable to the Company through which the Participant has sold) a number of shares of Common Stock with respect to which the Required Tax Payments have arisen having a Fair Market Value determined as of the Tax Date equal to the Required Tax Payments, or (5) any combination of (1), (2), (3) and (4). Any fraction of a Share which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the Participant. No certificate representing a share of Common Stock shall be delivered until the Required Tax Payments have been satisfied in full.

9. Compliance with Applicable Law. The Restricted Stock Unit Award is subject to the condition that if the listing, registration or qualification of the Common Stock to be issued upon the vesting of the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting of the Restricted Stock Units or delivery of shares hereunder, the Restricted Stock Units subject to the Award shall not vest or the shares of Common Stock will not be delivered unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not approved by the Company (which approval will not be unreasonably withheld).

10. Market Stand-Off Agreement. Participant agrees that Participant shall not Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities) of the Company held by the Participant (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of the initial registration statement of the Company filed under the Securities Act of 1933, as amended (the "1933 Act"), in connection with the Initial Public Offering (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) and during the ninety (90) day period following the effective date of any subsequent registration statement of the Company filed under the 1933 Act (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation); *provided* that such restrictions with respect to any subsequent registration shall terminate one year after the effective date of the Initial Public Offering. The foregoing provisions shall not apply to the sale of any securities to an underwriter pursuant to an underwriting agreement. The underwriters in connection with any public offering subject to the foregoing provisions are intended third party beneficiaries and shall have the right to enforce the provisions hereof as though they were a party hereto. The provisions hereof shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or Rule 145 transactions on Form S-4, or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the securities subject to the provisions hereof until the end of the applicable periods. If requested, the Participant agrees to execute a market stand-off agreement with the underwriters in customary form.

11. Miscellaneous.

(a) Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as otherwise expressly provided in this Agreement to the contrary, the provisions of this Agreement shall inure to the benefit of and be binding upon the Participant and the Participant's successors and assigns.

(b) No Employment or Service Contract. Nothing in this Agreement shall confer upon Participant any right to continue in the service of the Company (or any affiliated entity) for any period of time or restrict in any way the rights of the Company (or any affiliated entity) or the Participant to terminate the services of the Participant at any time for any reason, with or without cause. To the extent the terms of the Employment Agreement contains different or additional provisions relating to inducement awards, or otherwise conflicts with the terms of this Agreement, the provisions of the Employment Agreement will govern.

(c) Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(d) Notices. All notices under this Agreement must be in writing and shall be deemed given when delivered personally or by confirmed facsimile or email, one (1) day after being sent by nationally recognized courier service, or three (3) days after being sent by prepaid certified mail, to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other party by written notice.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

(f) Counterparts; Facsimile; Electronic Signatures; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic transmission (including by means of signature, acceptance or approval via an on-line or electronic system established and maintained by the Company or a third party designated by the Company (the "On-line Platform"), and upon such delivery, the facsimile or electronic transmission (including by means of a signature, acceptance or approval via the On-line Platform) shall have the same effect as if an original signature had been delivered to the other party. This Agreement shall also be deemed to be updated, modified, amended or completed, as applicable, by any terms relating to the Restricted Stock Units under this Agreement that are accepted, agreed or approved through the On-line Platform by the Company and the Participant, including any term that completes a "blank" in this document. The Company also may, in its sole discretion, decide to deliver by email, through the On-line Platform or other electronic means any documents related to the Participant's current or future participation in the Plan, this Agreement, the Restricted Stock Units, any other securities of the Company or any other Company-related documents, including notices to stockholders required by applicable law, the Company's Certificate of Incorporation and/or Bylaws. The Participant hereby: (i) consents to receive such documents by email, through the On-line Platform or other electronic means, (ii) consents to the use of electronic signatures or signatures, acceptances or approvals obtained through the On-line Platform, and (iii) if applicable, agrees to participate in the Plan and/or receive any such documents related to the Plan through the On-line Platform. The Company may deliver the above-described documents to the Participant by sending a communication to the Participant's email address on file with the Company or delivery made through the On-line Platform.

(g) Transfers. Restricted Stock Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

(h) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

(i) Code Section 409A; Reformation.

(a) The intent of the parties is that the payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), to the extent subject thereto, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between the Participant and the Company during the six-month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death). All payments under this Agreement shall be considered to be separate payments for purposes of Section 409A. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

(b) If any provision of this Agreement or the Plan shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction that may govern for such purpose, or if any provision of this Agreement or the Plan needs to be interpreted to comply with the requirements of Section 409A of the Code, then such provision shall be deemed to be modified or restricted, or so interpreted, to the extent and in the manner necessary to render the same valid and enforceable, or to the extent and in the manner necessary to be interpreted in compliance with such requirements of the Code, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement or the Plan, as the case may require, and this Agreement or the Plan shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

(j) Restricted Stock Unit Agreement Subject to Plan. This Agreement is made subject to the same provisions as are included in the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted in a manner, to comply therewith. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Administrator in respect of the Plan, this Agreement and the Restricted Stock Units shall be final and conclusive.

(k) Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Section.

(l) Entire Agreement. This Agreement, the Employment Agreement and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof, and supersede any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company and the Participant have caused this Agreement to be executed on its and his or her behalf effective the day and year first above written.

COMPANY:

FTC SOLAR, INC.

Accepted and executed via the On-Line Platform

Address: As set forth in the On-Line Platform

PARTICIPANT:

Accepted and executed via the On-Line Platform

Address: As set forth in the On-Line Platform

FTC SOLAR, INC.

SHARE TARGET RESTRICTED STOCK UNIT INDUCEMENT AGREEMENT

THIS SHARE TARGET RESTRICTED STOCK UNIT INDUCEMENT AGREEMENT and the Award granted hereunder is made outside the terms of the FTC Solar, Inc. 2021 Stock Incentive Plan (as amended or amended and restated from time to time, the “Plan”) and the share reserve thereunder, as an “employment inducement award” within the meaning of Nasdaq Listing Rule 5635(c), as of _____, 2024 (the “Grant Date”) between FTC Solar, Inc., a Delaware corporation (the “Company”), and Yann Brandt (the “Participant”) *provided* that the Participant commences employment on such date. Notwithstanding the foregoing, subject to the terms and conditions herein, the Award will be governed by the terms and conditions set forth in the Plan as if it had been granted under the Plan. The provisions of the Plan are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

WHEREAS, the Company desires to grant to the Participant an award denominated in units (the “Restricted Stock Units”) of its Common Stock.

NOW, THEREFORE, in consideration of the following mutual covenants and for other good and valuable consideration, the parties agree as follows:

- 1. Grant of Restricted Stock Units.** The Company hereby grants to the Participant _____ Restricted Stock Units upon the terms and conditions and subject to all the limitations and restrictions set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan. Each Restricted Stock Unit is a notional amount that represents one share of Common Stock (subject to adjustment from time to time in accordance with Section 5 of the Plan in the event of any stock split, subdivision, stock dividend or other similar event affecting the Common Stock). Each Restricted Stock Unit is intended to constitute the right (subject to the terms, conditions and vesting schedule under this Agreement and the terms and conditions as described in the Plan) to receive a distribution of one share of Common Stock (subject to adjustment from time to time as described in Section 5 of the Plan in the event of any stock split, subdivision, stock dividend or other similar event affecting the Common Stock).
 - 2. Purchase Price.** The purchase price of the Restricted Stock Units shall be deemed to be \$0.00 per share.
 - 3. Awards Subject to Acceptance of Agreement.** The Award granted hereunder shall be null and void unless the Participant accepts and executes this Agreement, including such acceptances and execution through the On-line Platform (as hereinafter defined).
 - 4. Rights as a Stockholder.** The Participant shall not have any rights of a stockholder as a result of receiving an Award under this Agreement, including, but not limited to, any right to vote the shares of Common Stock to be issued hereunder, unless and until (and only to the extent) the Restricted Stock Units have vested and, thereafter, the shares of Common Stock have been distributed pursuant to Sections 5 and 7 hereof.
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5. Vesting of Restricted Stock Units.

(a) The Restricted Stock Units shall become vested in accordance with the vesting schedule approved by the Board (or any Committee designated thereby), the terms of this Agreement and as notified to the Participant through the On-Line Platform or the vesting schedule to which the Participant and the Company have each approved or accepted through the On-Line Platform (the "Vesting Schedule"), so long as the Participant is providing services to the Company at all times from the Grant Date through each such vesting date included in the Vesting Schedule. The Vesting Schedule is incorporated herein and made part of this Agreement.

(b) The Restricted Stock Units shall vest subject to the attainment of certain Company's common stock (the "Common Stock") share value hurdles as follows: (i) thirty percent (30%) of the Restricted Stock Units granted hereunder are allocated to the achievement of a \$5 Price Hurdle (as defined below); (ii) thirty percent (30%) of the Restricted Stock Units granted hereunder are allocated to the achievement of an \$8 Price Hurdle; and (iii) forty percent (40%) of the Restricted Stock Units granted hereunder are allocated to the achievement of a \$10 Price Hurdle, in each case subject to the vesting calculation rules set forth in Exhibit A hereto. A "Price Hurdle" will be achieved upon the Company's publicly traded common stock closing the trading day at or above \$5, \$8 or \$10, as applicable, for at least thirty (30) consecutive trading days during the first, second, third or fourth year following the Effective Date. The Restricted Stock Units allocated in accordance with the foregoing will vest in accordance with the vesting calculation rules set forth in Exhibit A hereto on the next subsequent anniversary of the grant date during the four year performance period during which a Price Hurdle is achieved (each such anniversary, a "Vesting Date"), provided that Participant remains actively employed by the Company on such Vesting Date.

6. Termination Provisions.

(a) Termination Prior to Vesting. Notwithstanding Section 5, if the Participant ceases to be an Employee prior to a Vesting Date for any reason, any unvested Restricted Stock Units shall be forfeited by the Participant; *provided, however,* that such termination will not result in forfeiture, and the Restricted Stock Units instead will vest to the extent set forth in Exhibit A hereto as of the date of the Participant's termination from service, if the Participant's status as an Employee is terminated involuntarily by the Company without Cause (as defined in that certain Employment Agreement between the Company and Participant, dated July 17, 2024 (the "Employment Agreement")) or by the Participant for Good Reason (as defined in the Employment Agreement) prior to or within twelve months following a Change in Control.

7. Settlement of Restricted Stock Units.

(a) Subject to the terms of this Agreement and the terms as described in the Plan, Restricted Stock Units shall be settled in shares of Common Stock. Certificates representing shares of Common Stock in connection with vested Restricted Stock Units will be issued to the Participant within a reasonable time following the applicable Vesting Date, but in no event shall the Shares be issued later than the date that is later than March 15 of the year following the end of the calendar year in which such Vesting Date occurs.

8. Withholding Taxes.

(a) As a condition to acceptance of any shares of Common Stock in settlement of the Restricted Stock Units, the Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agrees to make adequate provision for (including), any sums required to satisfy any U.S. federal, state, local and/or foreign tax or social insurance contribution withholding obligations (the "Required Tax Payments") of the Company or an Affiliate, if any, which arise in connection with the Award. If the Participant shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to the Participant.

(b) The Participant may elect, subject to Company approval, to satisfy his or her obligation to advance the Required Tax Payments with respect to the Restricted Stock Unit Award by any of the following means: (1) a cash payment to the Company pursuant to Section 8(a), (2) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of previously owned whole shares of Common Stock (which the Participant has held for at least six months prior to the delivery of such shares or which the Participant purchased on the open market and for which the Participant has good title, free and clear of all liens and encumbrances) having a Fair Market Value, determined as of the date the obligation to withhold or pay taxes first arises in connection with the Award (the "Tax Date"), equal to the Required Tax Payments, (3) authorizing the Company to withhold from the shares of Common Stock otherwise to be delivered to the Participant pursuant to the Award, a number of whole shares of Common Stock having a Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments, (4) a cash payment following the Participant's sale of (or by a broker-dealer acceptable to the Company through which the Participant has sold) a number of shares of Common Stock with respect to which the Required Tax Payments have arisen having a Fair Market Value determined as of the Tax Date equal to the Required Tax Payments, or (5) any combination of (1), (2), (3) and (4). Any fraction of a Share which would be required to satisfy such an obligation shall be disregarded and the remaining amount due shall be paid in cash by the Participant. No certificate representing a share of Common Stock shall be delivered until the Required Tax Payments have been satisfied in full.

9. Compliance with Applicable Law. The Restricted Stock Unit Award is subject to the condition that if the listing, registration or qualification of the Common Stock to be issued upon the vesting of the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting of the Restricted Stock Units or delivery of shares hereunder, the Restricted Stock Units subject to the Award shall not vest or the shares of Common Stock will not be delivered unless such listing, registration, qualification, consent or approval shall have been effected or obtained, free of any conditions not approved by the Company (which approval will not be unreasonably withheld).

10. Market Stand-Off Agreement. Participant agrees that Participant shall not Transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any Common Stock (or other securities) of the Company held by the Participant (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of the initial registration statement of the Company filed under the Securities Act of 1933, as amended (the "1933 Act"), in connection with the Initial Public Offering (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation) and during the ninety (90) day period following the effective date of any subsequent registration statement of the Company filed under the 1933 Act (or such longer period as the underwriters or the Company shall request in order to facilitate compliance with FINRA Rule 2241 or any successor or similar rule or regulation); *provided* that such restrictions with respect to any subsequent registration shall terminate one year after the effective date of the Initial Public Offering. The foregoing provisions shall not apply to the sale of any securities to an underwriter pursuant to an underwriting agreement. The underwriters in connection with any public offering subject to the foregoing provisions are intended third party beneficiaries and shall have the right to enforce the provisions hereof as though they were a party hereto. The provisions hereof shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or Rule 145 transactions on Form S-4, or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the securities subject to the provisions hereof until the end of the applicable periods. If requested, the Participant agrees to execute a market stand-off agreement with the underwriters in customary form.

11. Miscellaneous.

(a) Successors. The provisions of this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as otherwise expressly provided in this Agreement to the contrary, the provisions of this Agreement shall inure to the benefit of and be binding upon the Participant and the Participant's successors and assigns.

(b) No Employment or Service Contract. Nothing in this Agreement shall confer upon Participant any right to continue in the service of the Company (or any affiliated entity) for any period of time or restrict in any way the rights of the Company (or any affiliated entity) or the Participant to terminate the services of the Participant at any time for any reason, with or without cause. To the extent the terms of the Employment Agreement contains different or additional provisions relating to inducement awards, or otherwise conflicts with the terms of this Agreement, the provisions of the Employment Agreement will govern.

(c) Failure to Enforce Not a Waiver. The failure of the Company to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.

(d) Notices. All notices under this Agreement must be in writing and shall be deemed given when delivered personally or by confirmed facsimile or email, one (1) day after being sent by nationally recognized courier service, or three (3) days after being sent by prepaid certified mail, to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other party by written notice.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

(f) Counterparts; Facsimile; Electronic Signatures; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic transmission (including by means of signature, acceptance or approval via an on-line or electronic system established and maintained by the Company or a third party designated by the Company (the “On-line Platform”), and upon such delivery, the facsimile or electronic transmission (including by means of a signature, acceptance or approval via the On-line Platform) shall have the same effect as if an original signature had been delivered to the other party. This Agreement shall also be deemed to be updated, modified, amended or completed, as applicable, by any terms relating to the Restricted Stock Units under this Agreement that are accepted, agreed or approved through the On-line Platform by the Company and the Participant, including any term that completes a “blank” in this document. The Company also may, in its sole discretion, decide to deliver by email, through the On-line Platform or other electronic means any documents related to the Participant’s current or future participation in the Plan, this Agreement, the Restricted Stock Units, any other securities of the Company or any other Company-related documents, including notices to stockholders required by applicable law, the Company’s Certificate of Incorporation and/or Bylaws. The Participant hereby: (i) consents to receive such documents by email, through the On-line Platform or other electronic means, (ii) consents to the use of electronic signatures or signatures, acceptances or approvals obtained through the On-line Platform, and (iii) if applicable, agrees to participate in the Plan and/or receive any such documents related to the Plan through the On-line Platform. The Company may deliver the above-described documents to the Participant by sending a communication to the Participant’s email address on file with the Company or delivery made through the On-line Platform.

(g) Transfers. Restricted Stock Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

(h) Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable, or enforceable only if modified, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties hereto with any such modification (if any) to become a part hereof and treated as though contained in this original Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable, in lieu of severing such unenforceable provision, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear, and such determination by such judicial body shall not affect the enforceability of such provisions or provisions in any other jurisdiction.

(i) Code Section 409A; Reformation.

(a) The intent of the parties is that the payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), to the extent subject thereto, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between the Participant and the Company during the six-month period immediately following the Participant’s separation from service shall instead be paid on the first business day after the date that is six months following the Participant’s separation from service (or, if earlier, the Participant’s date of death). All payments under this Agreement shall be considered to be separate payments for purposes of Section 409A. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code.

(b) If any provision of this Agreement or the Plan shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction that may govern for such purpose, or if any provision of this Agreement or the Plan needs to be interpreted to comply with the requirements of Section 409A of the Code, then such provision shall be deemed to be modified or restricted, or so interpreted, to the extent and in the manner necessary to render the same valid and enforceable, or to the extent and in the manner necessary to be interpreted in compliance with such requirements of the Code, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement or the Plan, as the case may require, and this Agreement or the Plan shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

(j) Restricted Stock Unit Agreement Subject to Plan. This Agreement is made subject to the same provisions as are included in the Plan, which is incorporated herein by this reference, and is intended, and shall be interpreted in a manner, to comply therewith. In the event of any conflict between the provisions of this Agreement and the provisions of the Plan, the provisions of the Plan shall govern. The Participant hereby acknowledges receipt of a copy of the Plan. The Participant hereby acknowledges that all decisions, determinations and interpretations of the Administrator in respect of the Plan, this Agreement and the Restricted Stock Units shall be final and conclusive.

(k) Headings. Headings are used solely for the convenience of the parties and shall not be deemed to be a limitation upon or descriptive of the contents of any such Section.

(l) Entire Agreement. This Agreement, the Employment Agreement and the Plan contain the entire agreement and understanding among the parties as to the subject matter hereof, and supersede any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company and the Participant have caused this Agreement to be executed on its and his or her behalf effective the day and year first above written.

COMPANY:

FTC SOLAR, INC.

Accepted and executed via the On-Line Platform

Address: As set forth in the On-Line Platform

PARTICIPANT:

Accepted and executed via the On-Line Platform

Address: As set forth in the On-Line Platform

Exhibit A

Method of Calculating the Number of Share Target RSUs that are Earned and Vested

The number of Restricted Stock Units that are cumulatively earned and will vest on any Vesting Date shall equal (x) the total number of such Restricted Stock Units allocated to the applicable "Price Hurdle" as described above multiplied by (y) the percentage in the "Year 1", "Year 2", "Year 3" or "Year 4" column of the chart below based on which year the Price Hurdle was achieved. If a Price Hurdle is achieved in Year 2, Year 3 or Year 4, the percentage to be used in clause (y) above will be reduced by the percentage used on any Vesting Date(s) that occurred for the same Price Hurdle in respect of prior years. By way of example, if the Price Hurdle of \$5.00 is achieved at any point during Year 1, Year 3 and Year 4, but not in Year 2, the earned annual percentage to be used in clause (y) above in calculating the number of Restricted Stock Units earned for each year would be 25% (Year 1), 0% (Year 2), 50% (Year 3) and 25% (Year 4), respectively.

Price Hurdle	Weight	Year 1	Year 2	Year 3	Year 4
\$5.00	30%	25%	50%	75%	100%
\$8.00	30%	25%	50%	75%	100%
\$10.00	40%	25%	50%	75%	100%

Notwithstanding the foregoing:

(i) If following the achievement of a Price Hurdle, if Participant is terminated without Cause or resigns for Good Reason between the date the Price Hurdle is met during the year and the subsequent Vesting Date, subject to the release requirements of Section 5(b) of the Employment Agreement, the applicable Restricted Stock Units shall vest on the Date of Termination (as defined in the Employment Agreement) (in the same amount as they would have vested on such Vesting Date). Any other Restricted Stock Units that remain unvested upon Participant's Date of Termination shall be forfeited, subject to Section 5(c) of the Employment Agreement governing termination of employment without Cause or for Good Reason following a Change in Control.

(ii) If a Change in Control occurs and Participant is terminated without Cause or resigns for Good Reason on or within 12 months following the date of the Change in Control, subject to the release requirements of Section 5(c) of the Employment Agreement, the applicable Restricted Stock Units shall become vested in the full amount associated with the given performance condition that has been satisfied upon such Change in Control (giving effect to (x) the share price of the Company that is achieved in connection with the valuation determined as part of such Change in Control, and (y) any other Price Hurdle that had been met prior to the date of the Change in Control but which had remained unvested and unsettled as of the date of Participant's termination of employment). Any other Restricted Stock Units that remain unvested upon Participant's Date of Termination shall be forfeited.

Any Restricted Stock Units that remain unvested as of the fourth Vesting Date (whether or not Participant has terminated employment) shall be forfeited.

Calculation of Filing Fee Tables

Form S-8
(Form Type)

FTC SOLAR, INC.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, \$0.0001 par value per share	457(c); 457(h)	6,500,000 ⁽²⁾	\$ 0.25 ⁽³⁾	\$ 1,625,000.00	0.0001476	\$ 239.85
Total Offering Amounts					\$ 1,625,000.00		\$ 239.85
Total Fee Offsets ⁽⁴⁾							-
Net Fee Due							\$ 239.85

- (1) Pursuant to Rule 416(a) promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of common stock, par value \$0.0001 per share ("Common Stock") of FTC Solar, Inc. (the "Company") that become issuable in accordance with the terms of the Employment Inducement Awards (as defined below), by reason of any future stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration by the Company that increases the number of outstanding shares of Common Stock.
- (2) Represents the number of shares of Common Stock which may be issued upon the vesting and settlement of time-based restricted stock units, in accordance with the terms of the form Restricted Stock Unit Inducement Award Agreement, by and between the Company and Mr. Brandt, and the vesting and settlement of performance-based restricted stock units, in accordance with the terms of the form Share Target Restricted Stock Unit Inducement Award Agreement, by and between the Company and Mr. Brandt (collectively, the "Employment Inducement Awards").
- (3) Determined on the basis of the average of the high and low prices per share of Common Stock as reported on The Nasdaq Capital Market on August 13, 2024, a date within five business days prior to the filing of this Registration Statement, of \$0.28 and \$0.22, respectively, solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) under the Securities Act.
- (4) The Company does not have any fee offsets.