

# TECH Trade Professional Participation Agreement

## 1. Participating Trade Professional Information

Company Name ("Participating Trade Professional")			
Parent Company Name (if applicable)			
Street Address	City	State	Zip
Mailing Address (if different from above)	City	State	Zip
Federal Tax ID Number		Tax Status (Circle one) Corporation, Partnership, Sole Proprietor, tax-exempt	
Contractor License #			
Primary Program Contact	Title	Phone Number	Email Address
Secondary Program Contact	Title	Phone Number	Email Address
Incentive Data Entry Contact	Title	Phone Number	Email Address
Payee Name		Payee Title	
Check Mailing Address			

## 2. GENERAL PROGRAM INFORMATION

### Program Description

The TECH Initiative (hereafter referred to as the “Program”) supports the installation of Heat Pump Water Heaters (“HPWH”) and HVAC Heat Pumps (“HP”) in California Gas Corporation Territory. The Program provides incentives to Participating Trade Professionals for selling and installing qualifying HPWHs and HPs to residential customers residing in a zip code served by a California Gas Corporation.

Cohen Ventures, Inc. dba Energy Solutions (hereinafter referred to as “Energy Solutions” or “Program Implementer”) is implementing the program on behalf of The California Public Utilities Commission (“CPUC”). To participate in the Program, Participating Trade Professionals are required to sign this Participation Agreement agreeing to the terms and conditions of participation (the “Agreement”).

### Program Term

This Agreement is effective upon the date it is executed by Participating Trade Professional and will continue until June 7, 2025 (“Program End Date”) unless earlier terminated in accordance with the provisions in this Agreement. The Program or this Agreement may be modified or terminated by Energy Solutions at any time. Termination of this Agreement or expiration of this Agreement shall not relieve Participating Trade Professional of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.

### Program Definitions

When used in this Agreement, the following terms, with initial capitalization, have the meanings specified below:

“**Gas Corporation**” refers to any gas investor-owned utility (“IOU”) active within the State of California. The gas IOUs within California include Pacific Gas & Electric (“PG&E”), Southern California Gas (“SoCal Gas”), San Diego Gas & Electric (“SDG&E”), Southwest Gas (“SW Gas”).

“**Qualifying Customer**” means eligible residential customers that reside in a zip code served by a Gas Corporation that has available Incentives being offered. For a current list of zip codes that contain incentives, please refer to <http://www.energy-solution.com/tech>.

“**Qualifying Equipment**” means that the equipment is eligible for Incentives. Qualifying Equipment is limited to equipment included on the Qualified Equipment List.

“**Qualifying Equipment List**” The list of Qualifying Equipment that are eligible for Incentives. The initial Qualifying Equipment List is included at <http://www.energy-solution.com/tech> and may be modified from time to time as set forth in this Agreement.

“**Participating Trade Professional**” means an entity that participates in any TECH Initiative program. The CPUC, at its sole discretion, reserves the right to review and approve if an organization is a Participating Trade Professional.

“**Qualifying Facility**” means the residence where the Qualifying Equipment is being installed.

**“Heat Pump Incentive (Incentive)”** means financial reimbursement (e.g. rebates, discounts) to Participating Trade Professional paid pursuant to this Agreement to encourage the installation of HPs and HPWHs. The Incentive for each Qualifying Equipment will be set forth on the Qualifying Equipment List, as such may be modified in accordance with this Agreement.

**“Incentive Application”** refers to the form Participating Trade Professional must complete and submit to Energy Solutions in order to request reimbursement of Incentives for Qualifying Equipment. The process for submitting an Incentive Application is included in Exhibit A.

**“Qualifying Sale”** occurs when a Qualifying Equipment is installed at a Qualifying customer by a Participating Trade Professional.

### 3. PROGRAM TERMS OF PARTICIPATION

#### **Term, termination, suspension rights**

Energy Solutions reserves the right to terminate this Agreement or any part of this Agreement for any reason or for no reason in its sole discretion. In the event of such termination, the Participating Trade Professional shall immediately cease participation in the Program, including but not limited to any applicable use of Program materials such as announcement flyers, program website material or any other physical or digital material containing program details. Energy Solutions will not pay Participating Trade Professional incentives for any Applications dated and submitted after receipt of notice of termination or for any costs incurred by the Participating Trade Professional post-termination.

Energy Solutions reserves the right to terminate this Agreement for cause in the event of any default by the Participating Trade Professional, or if the Participating Trade Professional fails to comply with any of the terms and conditions of this Agreement. Examples of cause include but are not limited to (a) failure to properly complete incentive forms; (b) failure to properly process incentives; (c) loss of certifications necessary for participation in the Program, insolvency; or (d) failure to provide Energy Solutions reasonable assurances of future performance. In the event of termination for cause, the Participating Trade Professional shall be liable to the Program for any and all damages sustained by reason of the default, which gave rise to termination.

#### **Changes to the program**

Energy Solutions may, in its sole discretion, make changes to the Program at any time, including, without limitation, modifying incentive amounts, and adding or removing Qualifying Equipment from the Program. The date of such change(s) will take effect on the earlier of (a) the date the change is posted on the Program website, or (b) the date the Participating Trade Professional receives written notice of such change and will apply to any installations completed on or after the date the change takes effect regardless of date the incentive is applied for. Written notice will generally be provided in email format.

## 4. INCENTIVE APPLICATION PROCESSING, TERMS AND PAYMENT

### **Online Incentive System**

The program utilizes a paperless, online system for entering, processing and tracking applications. This is referred to as the TECH Clearinghouse. Participating Trade Professional entries into the TECH Clearinghouse are used, along with supplemental documentation provided by the Participating Trade Professional for each sale, to process each application. Upon enrollment in the program, Participating Trade Professional is provided with the TECH Clearinghouse System URL, a unique log-in ID and will receive program- supported training on the use of the system. Participating Trade Professional must request a unique log-in ID for each person that access the TECH Clearinghouse. Participating Trade Professional must make specific log-in ID deactivation requests as appropriate. Additional log-in IDs may be requested by email by the Primary Management Contact, Secondary Management Contact, or Incentive Data Entry Contact identified on this form.

### **Applying for a Program Incentive**

To apply for a program incentive and receive rebate reimbursement, Participating Trade Professional must input sales and installation information to TECH Clearinghouse.

### **Application Sales Data Submissions**

In order to participate in the Program, the Participating Trade Professional must collect and submit sales data on each Incentive Applications. Sales data required may differ depending on the component of the Program that the Participating Trade Professional is taking part in.

### **Invoice Requirements**

The following information must be included on invoices to Participating Customers:

- Invoice details
- Pre-promotional pricing
- Pricing, with promotion accounted for
- Manufacturer and model number of installed Qualifying Equipment

### **Participating Trade Professional Agreement with Customer**

To be eligible for incentives under this Agreement, the Program Participating Trade Professional must enter into an agreement with each Qualifying Customer that is receiving an incentivized product (“Customer Agreement”). This Customer Agreement must include the following: i) Participating Trade Professional’s company name and ultimate parent, ii) Participating Trade Professional’s customer service contact information (phone number and email), and iii) the TECH Initiative Program Terms and Conditions, set forth and attached herein as Exhibit B.

### **APPLICATION AGREEMENT CLAUSES**

The following provisions contain terms and conditions that are part of every incentive application. By signing this agreement, Participating Trade Professional agrees that these terms and conditions will apply to every incentive application submitted.

## **GOOD FAITH STATEMENT**

Participating Trade Professional warrants all incentive application information is submitted in good faith as true and correct and all the Qualifying Equipment listed in each incentive application is new and was sold to a Qualifying Customer who installed the Qualifying Equipment at a Qualifying Facility. Participating Trade Professional will take appropriate internal administrative steps to avoid duplicate entries of Incentive applications that may be created due to Participating Trade Professional's current paperwork processes, personal organization of assigned administrative support, and potentially fraudulent activity.

## **WARRANTY DISCLAIMER AND LIABILITY**

NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER ENDORSES, GUARANTEES, OR WARRANTS ANY MANUFACTURER, DISTRIBUTOR OR PRODUCT, AND NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER MAKES ANY WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, ANY PROJECT, OR ANY ITEM OR SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO THE PARTICIPATING TRADE PROFESSIONAL, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE PROGRAM OR OTHERWISE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE DISTRIBUTOR'S PARTICIPATION IN THE PROGRAM. THE PARTICIPATING TRADE PROFESSIONAL ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF EITHER THE CPUC, SCE OR THE PROGRAM IMPLEMENTER AND NEITHER MAKES ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES INCLUDING LOST PROFITS, ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS PARTICIPATION AGREEMENT.

## **INDEMNITY**

Participating Trade Professional agrees to indemnify and hold harmless Energy Solutions, SCE, the CPUC, its officers, agents and employees, from and against any and all claims, demands, liabilities, losses or causes of action which arise out of or are connected with this agreement or the equipment excepting only those claims, demands, liabilities, losses, or causes of action arising solely from the negligence of the Energy Solutions, SCE, the CPUC, its officers, agents and employees.

## **REGULATORY AND GOVERNING AUTHORITY**

Participating Trade Professional understands and agrees that this Participation Agreement and the Program shall at all times be subject to changes or modifications by the CPUC at its sole discretion. Participating Trade Professional understands and agrees that the CPUC may at any time commence an investigation or other regulatory proceeding in connection with the Program and/or this Participant Agreement. Participating Trade Professional agrees to cooperate fully with any such investigation or proceeding.

## **PRESERVATION OF RECORDS**

Participating Trade Professional shall preserve all records of sales of equipment for which a TECH rebate was issued, and a sales incentive was received under this program for a period of five years after termination of this agreement. The CPUC's duly authorized representatives shall have the right to inspect and to reproduce any such accounts and records related to equipment purchase, sales, rebates processed, or the incentives received. All financial statements, reports, records, and other documents shall properly reflect the true facts about all activities and transactions for which the Participating Trade Professional issued a point-of-sale rebate and received an incentive as a program participant.

## **TAX LIABILITY**

Program implementer will report vendor's sales incentives as income to Participating Trade Professional on IRS Form 1099 unless Participating Trade Professional has indicated its tax-exempt corporate tax status above. Participating Trade Professional is encouraged to consult its tax adviser concerning the taxability of incentives. Neither the CPUC nor program implementer are responsible for any taxes, interest, and/or penalties that may be imposed on Participating Trade Professional as a result of receipt of incentives from this program or any other program related cost. Participating Trade Professional assumes all responsibility for collecting and reporting any and all applicable sales tax. Participating Trade Professional acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

## **REFUNDS AND ADJUSTMENTS**

Program Implementer is entitled to a prompt refund from Participating Trade Professional of any and all equipment returns processed by Participating Trade Professional for which the Program Implementer has paid a rebate reimbursement to the Participating Trade Professional. Any refund of rebate amounts paid to Participating Trade Professional to which Program Implementer becomes entitled will be deducted and offset as an adjustment from Participating Trade Professional's future invoices. If Program Implementer cannot offset the refund in a timely manner, then, if requested by Program Implementer or the CPUC, the Participating Trade Professional must promptly refund to Program Implementer the rebate amounts due.

Any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, sent electronically via email, a nationally recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below or to other addresses specified in writing by Energy Solutions. An originally executed version of this Agreement, delivered electronically via email by one party to the other party as evidence of signature shall for all purposes hereof be deemed an original. When any of the above methods of execution of this Agreement is utilized in accordance with the terms set forth in this Section, then neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of this Agreement.

#### **CONFIDENTIALITY**

Participating Trade Professional acknowledges and agrees that CPUC and Program Implementer have no duty of confidentiality with respect to any information submitted by Participating Trade Professional pursuant to its participation in the Program and that Program Administrator and Program Implementer may disclose such information to the CPUC and SCE. This Program is subject to oversight by the CPUC which may wish to review any Program data that Program Implementer receives. Neither the CPUC, SCE nor Program Implementer will have any liability to Participating Trade Professional or any other party as result of any public disclosure of any data or other materials submitted by Participating Trade Professional pursuant to the Program.

## **5. PARTICIPATING TRADE PROFESSIONAL TERMS AND REQUIREMENTS**

### **5.1 Subcontracting**

Participating Trade Professional may use subcontractors to install Qualifying Equipment, provided the Participating Trade Professional takes full responsibility for the services provided by their subcontractors. Participating Trade Professional represents and warrants to Energy Solutions, SCE, and CPUC that all of Participating Trade Professional's subcontractors will perform their services in a professional manner and with the degree of skill and care that is consistent with current, good, and sound professional procedures and practices.

### **5.2 Insurance Requirements**

Participating Trade Professional and any party engaged by Participating Trade Professional shall carry and maintain throughout the Program Term, insurance meeting at least the minimum coverage amounts set forth below. All policies shall be written only by insurers admitted to do business in the state of California and having a rating of at least "A-" and a financial rating of at least "VIII" on the most current edition of Best's Key Rating Guide or comparable rating by another generally recognized rating agency. Energy Solutions shall be given no less than thirty days advance written notice of cancellation or material change in coverage. Participating Trade Professional shall send certificates of insurance to Energy Solutions upon completion of this Agreement and prior to submitting an incentive application for any incentive, unless otherwise specified.

### **5.3 Insurance Minimum Coverage Amounts**

Participating Trade Professional shall obtain, and maintain the following:

- a. Commercial general liability insurance with coverage of at least \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury (such coverage to be afforded utilizing one or more commercial general liability and/or umbrella liability policies).
- b. Workers' compensation insurance with limits no less than as required by applicable laws and Employers' Liability insurance no less than \$1,000,000 per event of injury or death each accident.
- c. Coverage at least as broad as the Insurance Services Office (ISO) covering Automobile Liability with limits no less than \$1,000,000 each accident for bodily injury and \$500,000 each accident for property damage.

If any policy of insurance required under any provision of this agreement is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event itself.

### **5.4 Warranty**

Participating Trade Professional shall provide Qualifying Customers a warranty on Qualifying Equipment that is the subject of an incentive payment pursuant to this Agreement that all materials and equipment furnished are new, free from faults and defects and of good quality and further warrant against any defect in materials, manufacture, design, or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.

### **5.5 Permits**

Participating Trade Professional shall comply with any and all applicable laws, codes and ordinances and obtain all required licenses, finalized permits or approvals from the appropriate authorities.

### **5.6 Confidential Data**

Qualifying Customer account numbers and names are considered confidential data and may not be provided via email. This data may be provided through the TECH Clearinghouse, or if any additional transfer of confidential data is required, Energy Solutions will setup a secure file transfer website for Participating Trade Professional to use to transfer data.

### **5.7 Non-Discrimination**

Participating Trade Professional and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religions creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participating Trade Professional and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.



### **5.8 Hazardous Materials Regulations**

Participating Trade Professional attests that they conform to industry regulations for treating hazardous or environmentally harmful materials at all times during participation in the Program and their employees are properly trained.

### **5.9 Safety Regulations**

Participating Trade Professional attests that they conform to industry regulations for working safely at all times during participation in the Program and their employees are properly trained.

### **5.10 Complaint Resolution**

Participating Trade Professional is responsible for maintaining quality relationships with Qualifying Customers and will not hold the Program responsible for outstanding issues with Customer as a result of their participation in the Program. Participating Trade Professional shall diligently resolve any Qualifying Customer complaints in a way that preserves Qualifying Customer satisfaction. Failure to resolve Qualifying Customer complaints may result in termination from participation in the Program.

### **5.11 Governing Law; Jurisdiction and Venue**

This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of California, without reference to its conflicts of law principles. Participating Trade Professional irrevocably consents to the jurisdiction of the state and federal courts located in the State of California, USA, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum. Participating Trade Professional further agrees that it will not initiate any action against Energy Solutions, CPUC, or SCE in any other jurisdiction.

### **5.12 Waiver**

Delay or failure to enforce or insist on strict compliance with any provision of this Agreement does not constitute a waiver or otherwise modify this Agreement. Waiver of any right granted under this Agreement on one occasion will not: (i) waive any other right; (ii) constitute a continuing waiver or (iii) waive that right on any other occasion.

## **6. TECH Program Terms and Conditions:**

**Qualifying Equipment:** Qualifying Equipment is limited to those listed at <http://www.energy-solution.com/tech>. Only Qualifying Equipment is eligible to receive Incentives.

**Program Funding:** The Program is funded by funded by California gas corporation ratepayers under the auspices of the California Public Utilities Commission (“CPUC”) and administered by Southern California Edison (“SCE”) under the oversight of the CPUC. Total Program incentive funding is set at \$70,235,000 and is available on a first-come, first-served basis until the funding is depleted or the Program is terminated.

**Cancellation Policy, Requirements, Process, and Any Applicable Fees:** There are no applicable fees for participating in the Program, however, Energy Solutions reserves the right to terminate Agreements with Participating Trade Professional for any reason or for no reason in its sole discretion. This may result in cancellation of incentives.

**Risks and Benefits of Participation:** There are no guaranteed benefits for participating in the Program. Incentives are available on a first come first serve basis and can significantly reduce upfront costs of installations. Installing Qualifying Equipment does not guarantee a certain amount of energy or gas savings. The Program will not assume liability for any unpaid incentives, which may present a risk to the Participating Trade Professional and Qualifying Customer. As part of this Agreement, the Participating Trade Professional acknowledges all risks associated with participating in the TECH initiative.

**Disclosure:** Participating Trade Professional, Energy Solutions, and other third parties associated with the Program are not a representative of SCE or any Gas Corporation or otherwise affiliated with SCE or any Gas Corporation.

**Installation Requirements:** The Program requires that the Qualifying Equipment is installed at an eligible customer address that is in a Gas Corporation territory and that the Qualifying Equipment is installed in place of an existing water heater or furnace, or has controls installed that prevent furnace from operating as the main heating source.

**Quality Assurance and Quality Controls Protocols:** All incentive applications will be subject to automated and manual protocols designed by Energy Solutions to evaluate that equipment and customers are eligible to receive program funding, that equipment replaced an existing system and equipment is in good working order. These processes will be used to identify fraudulent activities and ensure no fraudulent data is submitted in applications.

**Inspections and Verification:** The installation of equipment will be subject to verification by Energy Solutions or its representatives. Verification (including onsite inspections at customer address) may be performed per Energy Solutions requirements on all equipment listed, or a select portion of the equipment.

**Notice:** California Consumers are not obligated to purchase any full fee service or other service not funded by the Program. The Program is funded by California Gas Corporation ratepayers and administered by Southern California Edison Company under the auspices of the California Public Utilities Commission. Any data related to the Program, including any customer data, will be shared with authorized entities, including but not limited to, policy makers, program implementers, and the program evaluator under confidentiality protocols. As this data will not be made public and will follow the confidentiality rules and protocols established by the CPUC in prior proceedings, it does not require individual customer permission.

By signing below, Participating Trade Professional agrees to be bound by the terms and conditions of this Agreement, including all associated Exhibits and Appendices, and has caused this Agreement to be executed by its duly authorized representative.

Participating Trade Professional Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Completion Checklist

- 1. Fill out Page 1 in the Participating Trade Professional Information section
- 2. Sign Page 11
- 3. Email completed signed Agreement and Certificate of Insurance to [TECH.Contractor@energy-solution.com](mailto:TECH.Contractor@energy-solution.com)

## Exhibit A

### TECH Initiative Participating Trade Professional Incentive Program Procedures

Applications for Incentives must be submitted online. The URL for the online Incentive Application is <http://www.catechincentives.com>. All Applications must be entered and submitted on or before June 7<sup>th</sup>, 2025.

By submitting an Application, you acknowledge and accept the Terms and Conditions of the Iris online incentive claim-processing platform listed on the website. When you accept the Terms and Conditions, the Incentive Application becomes a legally binding contract between you and Energy Solutions. If the Program Implementer enters an Incentive Application online for you, you agree to review what was entered and confirm it is correct, and that that Application is legally binding as if you had entered it personally.

You may only enter an Incentive Application after receiving a username and password for the Program. You should change your password before submitting your first Incentive Application. You will be responsible for maintaining privacy and the privacy of your password and for each Incentive Application submitted using your password.

Failure to meet any of the requirements of these Procedures or take appropriate action to resolve a non-conforming item(s) identified will result in delays and/or loss of the incentive payment.

The information required on each incentive application will be specific to the program the Participating Trade Professional is taking part in, but is expected to include (at a minimum):

1. Customer Name
3. Customer Address
5. Customer email
6. Single Family or Multifamily property
  - a. If Single Family home: if the Customer is on a CARE rate
  - b. If Multifamily Property: if it is an affordable property
7. Water heater or Heat Pump manufacturer and model
8. Photo of previously installed water heater or furnace
9. Photo of installed Heat Pump Water Heater or Heat Pump
10. Total project cost
11. Project invoice number

## 12. Installation date

Participating Trade Professional is responsible for supplying accurate customer information when submitting applications or having applications submitted on your behalf by the Program Implementer.

### **Additional details on Quality Control and Quality Assurance Protocols**

The following requirements will need be verified as part of an Incentive Application review and approval process:

1. The equipment was installed for a Qualifying Customer
2. The equipment installed is Qualifying Equipment
3. The equipment replaced an existing water heater or furnace
4. The Qualifying Equipment is installed in good working order

The sections below detail how each of the above requirements are verified:

The Program requires that the Qualifying Equipment is installed for a Qualifying Customer only and that the Qualifying Equipment is installed in place of an existing water heater or furnace, or has controls installed that prevent furnace from operating as the main heating source. The Program requires that the Qualifying Equipment is installed in working order. The Program requires the Application to contain information that allows for the Program team to verify that these requirements are met.

The Participating Trade Professional will review the Qualified Products List and will have to choose from among the Qualifying Equipment on the list to submit as part of an Incentive Application. Any product listed on the Qualified Product List is considered a Qualifying Equipment. If the Participating Trade Professional submits an Incentive Application for a model not listed on the Qualified Product List, it is the responsibility of the Participating Trade Professional to provide technical documents clearly showing that the equipment meets the specifications outlined in the definition of Qualifying Equipment; the final determination will be made by Energy Solutions in its sole discretion.

The Participating Trade Professional will have to provide pictures of the equipment on site prior to the retrofit clearly showing the previously installed equipment manufacturer, model number and any other components that would show the pre-existing fuel type such as existing gas hookup. The Program Team will review the photos to verify that Qualifying Equipment was installed to replace an existing water heater or furnace. If the model number on the pre- installed equipment is not legible, the Participating Trade Professional will take effort in good faith to capture photos needed to verify the fuel type of the previously installed equipment.

The Program will confirm that the Qualifying Equipment installed matches what was submitted on the Incentive Application by reviewing the photos of the installed equipment provided by the Participating Trade Professional, which will be required to clearly show the equipment nameplate.

If all the requirements listed above are verified, the Incentive Application will be approved and the Incentive payment will be provided to the Participating Trade Professional assuming availability of funds.

## Exhibit B

### TECH Participating Trade Professional Agreement to Customer

#### TECH Program Terms and Conditions

**Qualifying Equipment:** Only Qualifying Equipment is eligible to receive Incentives. Qualifying Equipment is limited to those listed at <http://www.energy-solution.com/tech>.

**Program Funding:** This Program is funded by funded by California gas corporation ratepayers under the auspices of the California Public Utilities Commission (“CPUC”) and administered by Southern California Edison (“SCE”) under the oversight of the CPUC. Total Program incentive funding is set at \$72,619,351 and is available on a first-come, first-served basis until the funding is depleted or the Program is terminated.

**Cancellation policy, requirements, process, and any applicable fees:** There are no applicable fees for participating in the TECH Program, however, Energy Solutions reserves the right to terminate Agreements with installing Participating Trade Professional for any reason or for no reason in its sole discretion. This may result in cancellation of incentives.

**Risks and Benefits of Participation:** There are no guaranteed benefits for participating in the TECH Program. Incentives are available on a first come first serve basis and can significantly reduce upfront costs of installations. Installing Qualifying Equipment does not guarantee a certain amount of energy or gas savings. The Program will not assume liability for any unpaid incentives, which may present a risk to the installing Participating Trade Professional and customer. As part of this agreement, customer acknowledges all risks associated with participating in the TECH initiative.

**Disclosure:** Installing Participating Trade Professional and Energy Solutions or other third parties associated with the TECH Initiative program is not a representative of Edison or any Gas Corporation or otherwise affiliated with Edison or any Gas Corporation.

**Installation Requirements:** The Program requires that the Qualifying Equipment is installed for a Qualifying Customer only and that the Qualifying Equipment is installed in place of an existing water heater or furnace, or has controls installed that prevent furnace from operating as the main heating source.

**Quality Assurance and Quality Controls Protocols:** All applications will be subject to automated and manual protocols designed by Energy Solutions to evaluate that equipment and customers are eligible to receive program funding, that equipment replaced an existing system and equipment is in good working order. These processes will be used to identify fraudulent activities and ensure no fraudulent data is submitted in applications.

**Inspections and Verification:** The installation of equipment will be subject to verification by Energy Solutions, CPUC or its representatives. Verification (including onsite inspections at customer address) may be performed per Energy Solutions requirements on all equipment listed, or a select portion of the equipment.

**Notice:** California Consumers are not obligated to purchase any full fee service or other service not funded by the TECH program. This program is funded by California gas corporation ratepayers and administered by Southern California Edison Company under the auspices of the California Public Utilities Commission. Any data related to this program, including any customer data, will be shared with authorized entities, including but not limited to, policy makers, program implementers, and the program evaluator under confidentiality protocols. As this data will not be made public and will follow the confidentiality rules and protocols established by the CPUC in prior proceedings, it does not require individual customer permission.